



Signature Routing Form

COS Initials: _____

For Superintendent's Approval/Signature

Date: 5/17/2024

Division Head: Erick Hofstetter (Operations)

Initials: EH

Purpose: Superintendent's Approval/Signature

Other: Click here to enter text.

Title of Document: Trane U.S. Inc.

From (if other than Division Head): Click here to enter name & department.

Legal Review: ☐ NO ☒ YES

BOE Approval: ☐ NO ☒ YES

Charge Code: 100.2600.543000/00011.7520.9990.8013.040.0000

Notes: Service Agreement with Trane U.S. Inc for HVAC Repair and Installation Services pursuant No.24-564. in the amount of \$15,000,000.

DEADLINE and DUE BY AREAS ARE FOR URGENT ITEMS ONLY

Deadline: Choose an item.

Due by: Click here to enter a date.

Return documents to: Lekeisha Duffy

For Superintendent's Office Use Only

Date received: 5-17-24

Date returned: 5/24/24

Processor's Initials: OMA



Robert R. Freeman Administrative Complex
1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083

MEMORANDUM

TO: Mr. Erick Hofstetter, Chief Operating Officer,
Division of Operations

FROM: Dr. Devon Q. Horton, Superintendent
Office of the Superintendent

DATE: February 12, 2024

RE: **RFP 24-564 HVAC Repair and Installation Services Contract Award Approval (Total not to exceed \$5,000,000)**

At its business meeting on Monday, February 12, 2024, the DeKalb Board of Education approved the award of RFP 24-564 HVAC Repair and Installation Services to **5 Seasons Mechanical, ARS Mechanical LLC, HVAC Allies LLC, Mann Mechanical Company, Inc., Maxair Mechanical, Mechanical Services, Inc., Smith Mechanical Heating & Air, and Trane U.S. Inc.**, the most responsive, responsible bidders in accordance with the Request for Proposal documents and contract obligations identified therein, not to exceed amount collectively of **\$5,000,000**.

Please take the appropriate action to affect this directive of the Board.

DQH:cm

c: Ms. Carla Smith, Executive Director, Vendor Services, Division of Finance
Ms. Latrice Brown-Shropshire, Purchasing Assistant, Vendor Services, Division of Finance



Finance

February 23, 2024

secontractmgmt@trane.com Michael.Ghinga@trane.com

Trane U.S. Inc
4000 Dekalb Technology Parkway
Bldg 100
River Ridge, GA 30340

ATTN: Janice Ferina, Contract Analyst

Reference: RFP 24-564, HVAC Repair and Installation Services – Notice of Award

Dear Ms. Ferina,

The DeKalb County School District Board of Education has awarded the above-referenced RFP to Trane U.S. Inc. The purpose of this letter is to obtain Trane U.S. Inc.'s acceptance of DeKalb County School District's ("DCSD") award offer of RFP 24-564, HVAC Repair and Installation Services.

Insurance policy or policies must be maintained throughout the term of this agreement and DCSD shall be listed as additionally insured. It is the responsibility of the award vendor to submit a current copy of insurance renewals. Please submit a copy of your company's proof of insurance reflecting the coverage (s) included with this offer of award. A copy of the insurance requirements for the referenced solicitation has been included for convenience.

If these terms are acceptable, please sign the acknowledgment below, and email the acknowledgment to Latrice.Brown@dekalbschoolsga.org no later than Friday, March 1, 2024.

THIS LETTER IS ONLY A NOTIFICATION OF BID AWARD AND IS NOT AN ORDER. Purchase orders will be directed to you as these items and/or services may be requested by the various schools/departments within the DeKalb County School District.

Thank you for your interest and cooperation on behalf of the DeKalb County School District.

Sincerely,

Carla L. Smith

Carla L. Smith
Executive Director

Enclosure: Insurance Requirements

c: Bobby Moncrief
Weyman Christopher
CLS/lw

ACKNOWLEDGMENT

Trane U.S. Inc. hereby accepts DeKalb County School District's offer of award of RFP 24-564, HVAC Repair and Installation Services at the same prices, terms, and conditions as stated in the original solicitation document.


Authorized Signatory

02/26/2024
Date

Janice Ferina
Name (Typed or Printed)

Regional Contract Analyst
Title of Authorized Signatory

RFP 24-564 HVAC - Trane

Daniel Denton (Finance) <Daniel_Denton@dekalbschoolsga.org>

Fri 4/12/2024 9:41 AM

To: Kea Arthur (Facilities & Operation) <Kea_Arthur@dekalbschoolsga.org>; Lekeisha Duffy (Facilities & Operation) <Lekeisha_Duffy@dekalbschoolsga.org>

Cc: Bobby Moncrief (Facilities & Operation) <Bobby_Moncrief@dekalbschoolsga.org>; Michael Burdette (Facilities & Operation) <Michael_Burdette@dekalbschoolsga.org>; Latrice Oglesby (Finance) <Latrice_Oglesby@dekalbschoolsga.org>

5 attachments (7 MB)

Executed 3.26.24 DeKalb County School HVAC Maintenance Service Hr Rates Trane U.S. Inc. - Contract (1).pdf; Exhibit B - Trane_Vendor_Response.pdf; Exhibit D - Trane_U_S_Signed_Acceptance.pdf; Exhibit C - RFP_24_564_HVAC_Repair_and_Installation_Services.pdf; Exhibit A - RFP_24_564_Original_Solicitation.pdf;

Lakeisha and Kea,

The attached RFP 24-564 service agreement with Trane is approved as to form. Please prepare the cover sheet, print out the contract and attachments, and submit for superintendent signature.

Daniel Denton, Attorney

Contract Administrator

Vendor Services, Finance Department

DeKalb County School District

1701 Mountain Industrial Boulevard

Stone Mountain, GA 30083

678-676-0108

Daniel_Denton@dekalbschoolsga.org

CONFIDENTIALITY NOTICE: This electronic message, including attachment(s) contains information of a confidential nature, which may also include privileged Attorney-Client communication. If you are not the intended recipient, or authorized designee of the recipient, you are prohibited from reading, printing, reproducing, using, or otherwise disseminating the information contained in, and or attached to this message. If you have received this message in error, please advise the sender by reply e-mail, and destroy the original and all copies in your possession.

SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND

Trane U.S. Inc.

Service Provider: Trane U.S. Inc.

Project Name: HVAC Repair and Installation Services

Address: 4000 Dekalb Technology Parkway Bldg.
100 River Ridge, GA 30340

RFP No.: 24-564

Description: HVAC Repair and Installation Services

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and Trane U.S. Inc. (hereinafter the "Service Provider") whose physical address is 4000 Dekalb Technology Parkway, Bldg. 100, River Ridge, GA 30340. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide HVAC Repair and Installation Services; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide HVAC Repair and Installation Services; and

WHEREAS, the Service Provider remains agreeable to provide HVAC Repair and Installation Services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposals (RFP) No. **24-564 (Exhibit A)**;
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; **(Exhibit B)**;
- d. Board Directive originally dated **February 12, 2024 (Exhibit C)**; and
- e. Notice of Award dated **February 23, 2024 (Exhibit D)**.

This Service Agreement together with the aforementioned exhibits collectively forms the Service Agreement. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit "A;"**

- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B,"** except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE I

PARTIES TO THE SERVICE AGREEMENT

The DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Ms. Carla Smith, Chief Financial Officer

Phone: 678-676-0133

Email: Carla_Smith@dekalbschoolsga.org

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Devon Q. Horton, Superintendent

The Service Provider's contact information is:

Company Name: Trane U.S. Inc.

Address: 4000 Dekalb Technology Parkway Bldg. 100
River Ridge, GA 30340

Contact Person: Michael Ghinga;

Title:

Phone: (504) 434-3845

Email: Michael.Ghinga@trane.com

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified

United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2

DURATION OF AGREEMENT

- 2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement shall terminate on June 30, 2025.
- 2.2 **Agreement Renewal.** In addition to the base period, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein. Any respective obligations of Service Provider or DCSD hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.
- 2.3 **Total Obligation.** Pursuant to O.C.G.A § 20-2-506(b), it is agreed and understood that the Board of Education of DeKalb County has established a not-to-exceed amount for all Work to be performed under RFP 24-564, which includes an award to multiple vendors. Authorization for specific Work under the RFP to specific vendors who have been awarded work under the RFP shall be at the sole discretion of DCSD. The combined spend for the RFP across all of the awarded vendors shall not exceed the annual spend authorization set by the Board of Education of DeKalb County for the RFP. It is further agreed and understood that no work under this Agreement shall be authorized at such time that the collective spend under the RFP exceeds the total authorized not-to-exceed amount pursuant to the RFP. No work shall commence under this Agreement until the assigned vendor receives express written authorization from DCSD to commence its work to include a statement of estimated costs and date of completion of the subject work.

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal 24-564, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP 24-564, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Services milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Services and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Such modification may only be made once per year and shall only become effective upon the renewal of the Agreement at the start of the subsequent year. Any such proposed price escalation /de-escalation must be presented in writing to DCSD, for approval, with substantiating proof to DCSD a minimum of ninety (90) days prior to taking effect.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Services site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider

shall use any tobacco product while at any Services site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9

RESPONSIBILITY FOR SERVICES

9.1 In the performance of this Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Agreement, and Contract. Services performed by the Service

Provider shall be subject to review and acceptance in stages as required by DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the Services.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to Owner during the course and scope of work for these Services will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by DCSD or by any of the Owner's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10

OWNERSHIP OF WORK PRODUCT

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all right, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specification, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Services shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11

ACCOUNTING AND RECORDS

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13

EQUAL EMPLOYMENT OPPORTUNITY

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14

CONTINGENCY FEES

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD.

ARTICLE 15

SUBCONTRACTORS

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16

SUCCESSORS AND ASSIGNS

16.1 The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17

INSURANCE

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Contract are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability	\$2,000,000 annual aggregate

Including Contractual Liability, Bodily Injury and Property Damage	\$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$3,000,000 per accident
Professional Liability	
Umbrella or Excess Insurance	\$5,000,000 annual aggregate

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

- 17.5 Certificates of Insurance must be executed with the following provisions:
- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
 - (b) Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
 - (c) Certificates are to be issued to:
DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083
Attention: Risk Management Department
 - (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the DCSD.
 - (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement. Notwithstanding anything to the contrary in this Agreement, Service Provider shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of DCSD.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of Service Provider's negligent performance under this Agreement.

ARTICLE 21

AGREEMENT ADMINISTRATION

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of

this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22

PUBLIC RECORDS

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23

FORCE MAJEURE

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24

CAPTIONS

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25

ENTIRE SERVICE AGREEMENT

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26

MISCELLANEOUS

26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Services is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Executive Director Vendor Services, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

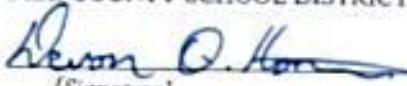
26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to:

Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

By: 
[Signature]

Dr. Devon Q. Horton, Superintendent

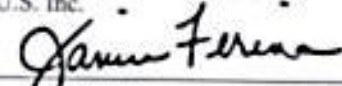
1701 Mountain Industrial Blvd

Stone Mountain, Georgia 30083

[Date of Execution]

SERVICE PROVIDER:

Trane U.S. Inc.

By: 
[Signature]

~~XXXXXXXXXX~~ Janice Ferina, Contract Analyst

4000 Dekalb Technology Parkway Bldg. 100

River Ridge, GA 30340

03/26/2024

[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 24-564

For

HVAC Repair and Installation Services

EXHIBIT "B"

Service Provider's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
attached except that objections or amendments by the
Service Provider that have not been explicitly accepted by DCSD in
Writing In this Service Agreement and Contract shall not be included in
the Contract Documents Or this Service Agreement and shall be given
no weight or consideration

EXHIBIT "C"

DeKalb County Board of Education Directive

Originally dated January 8, 2024

EXHIBIT "D"

Notice of Award Letter and Acceptance Dated January 11, 2024

END OF EXHIBITS



24-564 Addendum 2
Trane U.S. Inc.
Supplier Response

Event Information

Number: 24-564 Addendum 2
Title: HVAC Repair and Installation Services
Type: Request For Proposal-NC
Issue Date: 9/21/2023
Deadline: 10/31/2023 02:00 PM (ET)
Notes: The DeKalb County School District (DCSD) is seeking proposals from qualified offerors with professional qualifications, technical competence, and specialized experience to provide district-wide ***HVAC Repair and Installation Services*** as outlined in the scope of work.

Contact Information

Contact: Carla L. Smith
Address: 1701 Mountain Industrial Boulevard
Stone Mountain, GA 30083
Phone: 1 (678) 676-0532
Email: solicitationquestions@dekalbschoolsga.org

Trane U.S. Inc. Information

Address: 4000 Dekalb Technology Parkway, Bldg 100
river ridge, GA 30340
Phone: (504) 434-3845
Web Address: www.trane.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael Ghinga

Signature

Submitted at 10/31/2023 01:49:51 PM (ET)

Michael.Ghinga@trane.com

Email

Supplier Note

Thank you for the opportunity to bid on the services. Trane looks forward to continual partnership with DCSD and helping maximize county dollars to improve its facilities.

Requested Attachments

RFP 24-564 Complete Solicitation Document

Upload required for Complete Solicitation Document here.

Completed RFP.pdf

Business License

Upload required for business license here.

Licenses.pdf

Certificate of Insurance (COI)

Upload required for Certificate of Insurance here.

COI Dekalb county school district
2023-2024.pdf

2021 Financial Statement

Upload required for 2021 Financial Statement here.

Trane-technologies-2021
Financial Statements.pdf

2022 Financial Statement

Upload required for 2022 Financial Statement here.

Trane-technologies-2022
Financial Statements.pdf

Attachment B- Facility Address List

Upload not required.

No response

Attachment C- Non-Collusion

Upload required for Non-Collusion.

Attachment C Signed.pdf

Attachment D- Conflict of Interest

Upload required for Conflict of Interest here.

Attachment D Signed.pdf

Attachment E – Critical Paragraphs

Upload required for Critical Paragraphs here.

Attachment E Signed.pdf

Attachment F – Offeror's Client Reference Form (1)

Upload required for Offeror's Client Reference Form (1).

Reference 1.pdf

Attachment F – Offeror's Client Reference Form (2)

Offeror's Client Reference Form (2)

Reference 2.pdf

Attachment F – Offeror's Client Reference Form (3)

Offeror's Client Reference Form (3)

reference 3.pdf

Attachment G – Statement of Confidentiality and Non-Disclosure

Upload required for Statement of Confidentiality and Non-Disclosure.

Attachment G Signed.pdf

Attachment H – Suspension and Debarment Certification

Upload required for Suspension and Debarment Certification.

Attachment H Signed.pdf

Attachment I – Immigration & Security Certification

Upload required for Immigration & Security Certification.

Attachment I Signed.pdf

Attachment K – Signature Page

Upload required for Signature Page.

Attachment K Signed.pdf

Company Profile

Upload required for Company Profile.

Company Profile.pdf

Project Scope of Work

Upload required for Project Scope of Work.

Project Scope of Work.pdf

Brochures, Catalogs, Manuals, Literature, Marketing Media

Upload required for marketing media.

Service Brochure.pdf

Addendum 1- Revised Schedule of Activities

Upload required for Addendum 1 here.

Addendum 1 Signed.pdf

Added Value

Upload required for added value.

Added Value.pdf

Addendum 2

Upload required for Addendum 2 here.

Addendum 2 Signed.pdf

Revised Attachment A- Cost Proposal

Upload required for Revised Attachment A- Cost Proposal here.

Cost Proposal.pdf



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. 1111 / CN007347

Terry Kevin Cox

250 Glen View
Hoschton GA 30548

Conditioned Air Non-Restricted

EXP DATE - 11/30/2023 Status: Active
Issue Date: 02/17/1992

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site - www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Terry Kevin Cox
250 Glen View
Hoschton GA 30548



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. 1111 / CN007347

Terry Kevin Cox

250 Glen View
Hoschton GA 30548

Conditioned Air Non-Restricted

EXP DATE - 11/30/2023 Status: Active
Issue Date: 02/17/1992



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA006343

Michal K Banik
3020 Westmoreland Dr
Birmingham AL 35223

Company Name: Trane U.S. Inc
Company License NO: GCCO006345
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 05/06/2019

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site - www.sos.ga.gov/plb.
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Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Michal K Banik
3020 Westmoreland Dr
Birmingham AL 35223

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCQA006343

Michal K Banik
3020 Westmoreland Dr
Birmingham AL 35223

Company Name: Trane U.S. Inc
Company License NO: GCCO006345
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 05/06/2019



Department of Planning & Sustainability
Division of Business Licensing
178 Sams Street, Decatur, GA 30030
(404) 371-2461
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

TRANE USA INC
4000 Dekalb Technology Pkwy Ste 100
Atlanta, GA 30340

Business Name:
TRANE
4000 DEKALB TECHNOLOGY PKWY STE 100
DORAVILLE, GA 30340-

This is your Business and Occupation Tax Certificate for 2023. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

.....
Detach the certificate below and display it for public view at your place of business.
This certificate must be displayed for public view

Not Transferable

Department of Planning & Sustainability
178 Sams Street, Decatur, GA 30030
BUSINESS AND OCCUPATIONAL TAX CERTIFICATE

TRANE USA INC
4000 Dekalb Technology Pkwy Ste
100
Atlanta, GA 30340



ACCOUNT: 236167

20

23

**EXPIRES:
12/31/2023**

TRANE
4000 DEKALB TECHNOLOGY PKWY STE
100
DORAVILLE, GA 30340-

Business Description: HVAC SALES AND SERVICE

This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/16/2023 11:43:05 AM

BUSINESS INFORMATION

CONTROL NUMBER	H850077
BUSINESS NAME	TRANE U.S. INC.
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	02/16/2023
ANNUAL REGISTRATION PERIOD	2023, 2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	800-E BEATY STREET, DAVIDSON, NC, 28036, USA
---------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Corporation Service Company	2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA	Gwinnett

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
DONALD E. SIMMONS	CEO	800-B BEATY STREET, DAVIDSON, NC, 28036, USA
EVAN M. TURTZ	SECRETARY	800-E BEATY STREET, DAVIDSON, NC, 28036, USA
RICHARD E. DAUDELIN	CFO	800-E BEATY STREET, DAVIDSON, NC, 28036, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Janice Ferina
AUTHORIZER TITLE	Authorized Person



TRANE



Intelligent Services

Converging technology and expertise

LET'S GO BEYOND™

IR Ingersoll Rand.

Building Intelligence. Building Results.

Intelligent Services are data-driven, technology-enabled services that enhance building operations and management.

Your building has data streaming through it that is ready to be deciphered and translated into usable information. At Trane, we speak the language buildings. Intelligent Services connect you and your building to our global team of professional advisors who understand how to strategically leverage systems data to make operational improvements that are aligned to the building's purpose—and your mission.

What can Intelligent Services do for you? Provide real time performance insight. Improve system and energy efficiency. Offer greater visibility and control over your building. Make your building more energy efficient while making it more comfortable.

Intelligent Services provide a process for continuous building improvement: Identify opportunities. Prioritize work. Implement the projects. Validate the results...and repeat. We'll start at the level and scope of support you need now, then easily add services or loop in more facilities in the future. We are your partners for the life of your building.



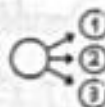
GOALS

To start, Trane collaborates with you to determine business needs, timelines, budget and objectives.



ANALYTICS

Through monitoring and analytics, we identify how key building systems are using energy: efficiently or inefficiently.



PRIORITIZATION

Next, we help you prioritize and complete projects to capture the energy cost savings.



IMPLEMENTATION

Then Trane can do the work to install the solutions. Trane is a leading energy service provider and a DOE qualified Energy Services Company (ESCO) for over 20 years.



VALIDATE

You'll see proof of the progress you're making on sustainability goals, energy cost reduction and other key performance indicators (KPIs) through documentation, dashboards and some of the industry's most sophisticated visualization tools.



Building Energy Management Services

Intelligent Services is a robust portfolio of energy management services delivering measurable outcomes. We can help you monitor, track and predict energy usage...or go beyond to proactively optimize performance and maintenance.

Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.

- System-wide initial assessment
- Data-driven analytics
- Prioritized recommendations for improvement
- Follow-up consultation and reports, identifying next steps

Active Monitoring

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.

- Detailed analysis of alarms and issues
- Remote resolution, if possible
- Initiation of on-site service, if necessary, giving the Trane team information that will expedite the repair

Energy Performance

This cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- Real-time energy monitoring
- Robust energy baselines, ongoing analysis and powerful visualization tools
- Centralized tracking and reporting
- Ongoing professional Trane advisory services

Energy Assessment

Two advanced tools—Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.

- Snapshot and analysis of your building's energy profile
- Action plans and recommendations
- Trane professional insights into cost savings and sustainability
- Ongoing expertise and support from Trane



Let's go beyond...

The way your building uses energy today is merely a benchmark. Let's work together to move it to the next level. Trane® Connected Building Solutions unleash hidden potential through building automation and building management systems, plus our energy management portfolio featuring Intelligent Services. Trane combines our core expertise in building systems and services—and more than 100 years of industry experience—with technology and advanced analytics, to provide solutions that help you run your building better.

Learn more at Trane.com/beyondconnected

100+

YEARS OF

HVAC
EXPERIENCE

40+

YEARS OF

BUILDING
CONTROLS
EXPERIENCE

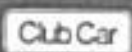
20+

YEARS OF

ENERGY
SERVICES
EXPERIENCE



Ingersoll Rand (NYSE:IR) advances the quality of life by creating comfortable, sustainable and efficient environments. Our people and our family of brands—including Club Car®, Ingersoll Rand®, Thermo King®, and Trane®—work together to enhance the quality and comfort of air in homes and buildings, transport and protect food and perishables, and increase industrial productivity and efficiency. We are a \$14 billion global business committed to a world of sustainable progress and enduring results.



trane.com ingersollrand.com

We are committed to using environmentally conscious paper products.

© 2016 Trane. All rights reserved. 5M-GL116-EN
February 20, 2016



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

October 13, 2023

TO: ALL OFFERORS UNDER (REQUEST FOR PROPOSAL)
RFP 24-564 HVAC Repair and Installation Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 1

RFP 24-564 HVAC Repair and Installation Services is hereby amended as follows:

1. **Q & A Responses** will be published on or before Thursday, October 19, 2023, by 4:30 PM EST.
2. **Submission Deadline** date extended to submit responses by Tuesday, October 31, 2023, at 2:00 PM EST via <https://dekalbschoolsga.ionwave.net/Login.aspx>
3. **Virtual Public Acknowledgement** will be hosted on Tuesday, October 31, 2023, at 3:00 PM EST. Suppliers must register via email at solicitationquestions@dekalbschoolsga.org
4. All other conditions remain in full force and effect.
5. All offerors under this solicitation are kindly requested to acknowledge receipt of this **Addendum 1** by signing the page below and uploading with your proposal.


COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE



1701 MOUNTAIN INDUSTRIAL BOULEVARD, STONE MOUNTAIN, GA 30083
<https://dekalbschoolsga.ionwave.net/Login.aspx>

October 19, 2023

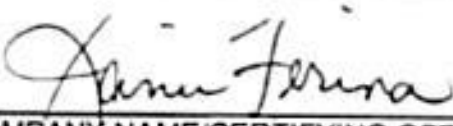
TO: ALL OFFERORS UNDER (REQUEST FOR PROPOSAL)
RFP 24-564 HVAC Repair and Installation Services

FROM: Procurement Department, DeKalb County School District

ADDENDUM NO. 2

RFP 24-564 HVAC Repair and Installation Services is hereby amended as follows:

1. Delete in its entirety page 21 of the solicitation and replace with **RFP 24-564 Revised Page 21.**
2. Delete in its entirety Attachment A–Cost Proposal Form and replace with **RFP 24-564 Revised Attachment A-Cost Proposal Form.**
3. Please see **RFP 24-564 Q&A Responses** for DCSD responses to questions submitted.
4. Please see **RFP 24-564 Virtual Mandatory Pre-Proposal Conference Attendance Sheet.**
5. All offerors under this solicitation are kindly requested to acknowledge receipt of this **Addendum 2** by signing the page below and uploading with your proposal.



COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

Attachment C

RFP 24-564 HVAC Repair and Installation Services

Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative: *Trane U.S. Inc.*



Company Name/Certifying Official Signature

Date: 10/10/23

Attachment D

RFP 24-564 HVAC Repair and Installation Services

Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official. Bidder must sign below acknowledging the above statement.

Signature of Company Representative: *Trane U.S. Inc.*

Juan Ferina

Company Name/Certifying Official Signature

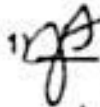
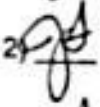
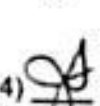
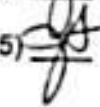
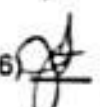
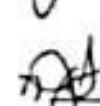
Date: 10/10/23

Attachment E

RFP 24-564 HVAC Repair and Installation Services

Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1)  This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2)  Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3)  It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4)  Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H.
- 5)  Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6)  The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7)  Offeror understands that this solicitation requires Board of Education Approval.

Attachment G

RFP 24-564 HVAC Repair and Installation Services

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this RFP, the offeror shall consult with the DCSD RFP contact person as identified in the RFP document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Trane U.S Inc.
Offeror Company Name

James Ferina
Company Representative

10/10/23
Date

Attachment H

RFP 24-564 HVAC Repair and Installation Services

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official:

Trane U.S. Inc. Jain Ferina
(Offeror Company Name/Certifying Official Signature)

Date: 10/10/23

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

Attachment I

RFP 24-564 HVAC Repair and Installation Services

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

- (a) JA (Initial here): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

- (b) _____ (Initial here): Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

- 3) I _____ (Initial here): Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
- 4) _____ (Initial here) Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 5) _____ (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub-contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.
- 6) _____ (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Jamie Ferma
Signature
205981

10/10/2023
Date

EEV/Basic Pilot Program
User Identification Number

8/25/10
Date of Authorization

Firm Name: Trane U.S. Inc.

Street/Mailing Address: 4000 DeKalb Technology Parkway, Suite 100

City, State, Zip Code: Atlanta, GA 30340

Telephone Number: 504-434-3845

Email Address: secontractmgmt@trane.com

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

10th DAY OF October, 2023

Monica J. O'Connell

Notary Public

My Commission Expires: October 27, 2025



DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit

By executing this affidavit, the undersigned Offeror verifies its compliance with Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 205981

Date of Authorization: 08/25/10

Name of Project: HVAC Repair and Installation Services

Solicitation Number (if applicable): RFP 24-584

Name of Public Employer: DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 10th Oct. 2023 in Louisville KY
(city) (state)

Signature of Authorized ~~Officer~~ or Agent: Janice Ferina

Printed Name and Title of Authorized Agent: Janice Ferina, Regional Contract Analyst

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF October, 2023.

Notary Public: Monica J. Craigmyle

My Commission Expires: October 27, 2025



DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: 205981

Date of Authorization: 08/25/10

Name of Subcontractor: Trane U.S. Inc.

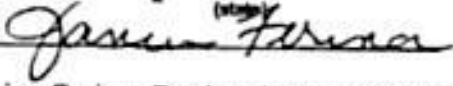
Name of Project: HVAC Repair and Installation Services

Solicitation Number (if applicable): RFP 24-564

Name of Public Employer: DeKalb County School District

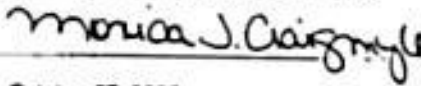
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 10th, Oct. 2023 in Louisville KY
(city) (state)

Signature of Authorized Officer or Agent 

Printed Name and Title of Authorized Agent: Janice Ferina, Regional Contract Analyst

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF October, 2023

Notary Public 

My Commission Expires: October 27, 2025



**RFP 24-564 HVAC REPAIR AND INSTALLATION SERVICES
DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Trane U.S. Inc. on behalf of the DeKalb County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: 205981

Date of Authorization: 8/25/10

Name of Subcontractor: Trane U.S. Inc.

Name of Project: ***HVAC Repair and Installation Services***

Solicitation Number (if applicable): **RFP 24-564**

Name of Public Employer: **DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 10th October, 2023 in Louisville, KY

(city) - (state)

Signature of Authorized Officer or Agent:
Printed Name and Title of Authorized Agent:

Janece Ferina
Janece Ferina, Regional Contract Analyst

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF October, 2023.

Notary Public
My Commission Expires:



Monica J. Craigmyle
October 27, 2025

Firm Profile

Company Information/History of Organization

Trane and Ingersoll Rand

Trane is the world's leading manufacturer of heating, ventilation and air conditioning (HVAC) equipment, is a wholly owned subsidiary of Ingersoll Rand (NYSE: IR). Trane started in 1913 and was incorporated in Delaware on March 26, 1929. Ingersoll Rand formed into a company in 1905 and its place of incorporation is Dublin, Ireland. Ingersoll Rand's U.S. headquarters is located at

800-E Beaty Street, Davidson, North Carolina, 28036. We are a for-profit corporation and are not tax-exempt. As of December 31, 2013, Ingersoll Rand employed approximately 42,000 people throughout the world, of those over 29,000 are employees of Trane worldwide. Trane has over 2,300 associates who reside in the State of Georgia.

Ingersoll Rand creates and sustains safe, comfortable and efficient environments. A \$13.5 billion company whose people, and market-leading brands—including Club Car®, Ingersoll Rand®, Thermo King® and Trane®—work together to enhance the quality and comfort of air in homes and buildings, transport and protect food and perishables, secure homes and commercial properties, and increase industrial productivity and efficiency. Ingersoll Rand is committed to sustainable business practices within our company and for our customers, enabling them to create progress and a positive impact in their world.

Ingersoll Rand's strong foundation includes businesses with powerful brands, solid reputations and market-leading positions. These businesses are aligned within five global operations; Trane Commercial Systems, Climate Control Technologies, Industrial Technologies, Residential Solutions, and Security Technologies. Each one of these is comprised of one or more of our leading brands.

Our Products and Services

Ingersoll Rand provides products, services and solutions to increase the efficiency and productivity of industrial and commercial operations and homes, and improve the security, safety, health and comfort of people around the world through our four global segments.

Trane Georgia



Climate Solutions

The Climate Solutions sector delivers energy-efficient heating, ventilation, air conditioning and refrigeration (HVACR) solutions for customers globally. Its world-class brands include Thermo King, the leader in transport temperature control and Trane, provider of energy efficient heating, ventilating and air-conditioning systems, building and contracting services, parts support and advanced controls for homes and commercial buildings.

Industrial Technologies

Industrial Technologies sector provides products, services and solutions that enhance our customers' energy efficiency, productivity and operations. Their diverse and innovative products range from complete compressed air systems, tools and pumps to material and fluid handling systems. Also enhances productivity through solutions created by Club Car, the global leader in golf and utility vehicles for businesses and individuals.

Residential Solutions

Residential Solutions, a business comprised of well-known brands including Trane, delivers safety, comfort and efficiency to homeowners throughout North America. Offering quality products, services and solutions include mechanical, heating and air conditioning systems, indoor air quality solutions, and advanced controls.

Energy is the largest single operating expense in a typical commercial building, costing American businesses more than \$24 billion a year. In addition, the costs are rising. To reduce the impact of energy expenses, turn to Trane. Since Trane began offering energy management and performance contracting services in 1995, it has performed over \$2.3 billion in performance contracting projects that has helped businesses save hundreds of \$ millions in energy costs. The integrated approach—design, manufacture, deployment and maintenance—delivers outcome-driven energy management that serves your needs. Building on recognized, award-winning best practices, Trane has adapted our core deliverables and techniques to suit your unique facilities and requirements. As your needs, benchmarks, and industry standards change, we improve our offerings to continue meeting them.

Energy Services

Since the 1930's Trane has been the world leader in creating and sustaining safe, comfortable and energy efficient environments - improving the

performance of buildings around the world. Trane solutions optimize indoor environments with a broad portfolio of energy efficient heating, ventilating and air conditioning (HVAC) systems, building and contracting services, parts support and advanced controls for commercial buildings.

Trane holds several distinguished approvals, including a certificate of accreditation as an Energy Service Company (ESCO) from the National Association of Energy Service Companies (NAESCO). This benefits Executive Park, because it means you will be working with a company

NAESCO



that

is recognized by an independent, respected third party for competence as an ESCO. It is an indispensable tool for immediately summarizing our qualifications. Think of it as a benchmark for performance contracting.

Trane is also on the Prequalification List for Performance Contracting for the state of Georgia. This qualification is an additional level of vetting performed by the Georgia Environmental Finance Authority (GEFA) on behalf of the state of Georgia. Only those companies on the Prequalification List are eligible to bid on energy performance contracting work for state of Georgia agencies and authorities. Trane is currently executing the highest profile energy performance contracting job for the Georgia World Congress Center and Centennial Olympic Park. Trane is proud of our NAESCO and GEFA review and acceptance by an independent panel of industry experts. We work hard on honing our technical and managerial competence every day—so it is an honor to be recognized for that effort.

All engineering and construction drawings, as well as software engineering, will be completed in accordance with standard industry practice. Trane takes pride in presenting the most accurate and honest information possible. Our calculations are based upon proven American Society of Heating Refrigeration and Air-Conditioning Engineers (ASHRAE), Illuminating Engineering Society and other engineering standards.

Energy Offerings

Performance Agreement for Comfort (PACT™) Program from Trane, (also known as performance contracting): A program that customizes a total solution offer addressing facility infrastructure concerns and improving operating efficiencies. The energy and operational cost avoidance savings associated with these efficiency improvements and upgrades reduces the amount of capital investment required to modernize facilities. This allows Trane's customers management teams to invest its limited capital in other core business requirements. Trane guarantees its solutions which reducing risk and liability to its customers. By alleviating operating and reliability concerns, Trane helps its customers to focus on core business issues. Trane's hallmark has been a spirited drive for achieving excellence and World Class performance for years.

Trane Air Conditioning Economics (TRACE®): The first program to analyze building loads, systems and energy consumption. It has become a de facto standard in the heating, ventilation and air conditioning (HVAC) industry with thousands of licensed copies currently in-use world- wide. TRACE® will analyze the entire building at once, showing the interactions of all the building systems on any given type of day. This is an important feature since the proposed conservation measures installed on interacting building systems may have a different total savings estimate than if the conservation measures had been analyzed individually.

Trane Energy and Asset Management (TEAM): Web-based Energy Data and Information Management System to offer Utilities Procurement/Supply-Side Consulting Services and Bill Processing/Payment System for large end-user clients.

Controls: State-of-the-art Facility Management and Control Systems (FMCS) also referred to as building automation systems (BAS); which include building controls system software, heating,

ventilation and air conditioning (HVAC) controls, programmable multi-purpose controllers, wireless thermostats controllers, etc.

Contracting Solutions: Total comprehensive system solutions including system application engineering, technical energy auditing, engineering design, installation, warranty, monitoring and verification, service and financing assistance.

Service: Total service solutions for our existing building owners including customized maintenance programs and Extended Service Warranty Programs.

Environment: A local member of the United States Green Building Council (USGBC) with Leadership in Energy and Environmental Design (LEED) Accredited Professionals in-house.

Trane Equipment: Energy efficient, environmentally friendly HVAC equipment for both comfort and process applications, which includes Chillers, Air Handlers, Air Terminal Devices and Heating Products, Water Source Heat Pumps, Self-Contained Units, Packaged Units, Split Systems, etc.

Parts: Full line of Trane parts, non-Trane/OEM parts, maintenance supplies, safety equipment and maintenance/service tools.

Cooling Contingency Planning & Training: Aid in developing an emergency plan for your facilities and offer rental equipment to help cool, heat and provide power to your facilities.

Fully equipped local Training Centers can easily accommodate up to 150 people. Self-study and customized training programs are also available.

Trane Georgia Overview

Trane / Ingersoll Rand is proud to call Georgia home with 3 major manufacturing plants and 9 commercial business offices in the state employing over 2,300 Georgians.

The project will be managed from our Trane Georgia Headquarters office in Atlanta, which has 246 employees.

Organizational Chart

The organizational chart represents Trane employees that will work directly on the FiberVisions chiller plant efficiency project. Trane employs 85 service technicians and 320 total associated employees across the State of Georgia.





EXECUTIVE SUMMARY

Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to your needs.

Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (FEMP) O&M Guide 2010

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.



TRANE

- b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





HVAC Turnkey Replacement History

For more than a century, Trane has been synonymous with building technology that maximizes the comfort and energy efficiency of commercial buildings.



Founded in **1913**, the company quickly expanded from a heating systems manufacturer to an air conditioning pioneer. Trane entered the building automation system market in **1978** and was the first to offer integrated controls for all of its products.

We significantly broadened our HVAC and controls system expertise in **1995** by offering a comprehensive range of contracting services. Since then, Trane has implemented thousands of facility upgrade initiatives for clients throughout North America.

Our engineers, project managers and other professionals are well-versed in all HVAC and lighting infrastructure replacement projects. In addition to reducing costs, we improve the reliability or expand the capability of your existing infrastructure and building systems.

As our project references show, Trane has over 30 years of continuous experiences installing the systems that Hall County is requesting under this solicitation.

Current Significant Projects

- Augusta Richmond County Performance Contract (\$25M) – 70% complete
 - Michal Banik is the primary senior project manager for this project that Steve Gardner serves as one of two Contracting Project Specialist on
- 20/20 Custom Molded Plastics (\$2M) – 10% complete
 - Ryan Yother is the primary project manager on this project
- Henry County Jail (\$1.8M) – 20% complete
 - Ryan Yother is the primary project manager on this project
- Fulton County 4700 North Pointe (\$1.4M) – 10% complete
 - Ryan Yother is the primary project manager on this project



Workforce Management

Trane University - Trane US Inc., has developed a unique employee training network called Trane University. Trane University was developed to deliver Learning and Development solutions by being the industry leader in providing innovative and dynamic education and skill improvement. All Trane employees have access to Trane University and can register for training classes as they see fit. Our industry-leading training empowers Trane employees to develop a high level of proficiency in equipment, controls, sales, and operations.

**BUILDING SYSTEMS
AND CONTROLS**

Trane University integrates innovative teaching technologies for instructor-led, distance learning and online courses and webinars. We use interactive and hands-on experience as well as Trane-developed tools for load, system, energy and economic analysis. Experienced professional instructors have strong controls and HVAC service backgrounds and know Trane® equipment. They draw on the expertise of our applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible. Included as part of Trane University, Trane has multiple locations with live equipment where Trane technicians are led in hands-on training courses.

Focus Courses - In addition to Trane University, Trane routinely sends employees to focused training throughout the year. Training ranges from technical topics to customer support training. All training is lead either by full-time Trane instructors or hired consultants.

Workforce Development

- Trane US Inc. employs a comprehensive Performance Management Plan (PMP) for goal setting and tracking of all employees. In addition, Trane US Inc. enrolls all active employees in a Talent Management System to track year to year growth and improvement.
- Performance Management is the process by which Trane UC Inc., sets goals, measure performance and deliver performance feedback and develop employees for continued business growth.
- The Performance Management Process (PMP):
 - Links business strategy with individual and group performance
 - Develops critical talent to ensure the future success of the organization
 - Measures results achieved and competencies used/developed

The annual process is calendar-driven, with milestones to complete throughout the year. The milestones are jointly agreed upon by the employee and direct report. Individual employee goals are updated throughout the year.

In addition to the PMP activities, Trane employees work with direct reports to discuss and identify both short term and long term development needs in order to build individual Development Plans in the



Talent Management System. Managers encourage and support employees in their efforts to grow and develop skill sets.

Above and beyond, Trane UC Inc. maintains a tuition reimbursement program for any employees wishing to return to school, part-time, for further education.

Succession Planning

One of the challenges that Trane faces is how to manage secession planning on projects for technicians. Secession planning is the process of identifying and preparing potential successors for key roles in an organization, especially when there is a risk of losing valuable employees due to retirement, resignation, or other reasons. Secession planning is important for Trane because it ensures continuity of service, quality of work, and customer satisfaction.

Trane manages secession planning on projects for technicians by following these steps:

- Assessing the current and future needs of the projects, such as the skills, knowledge, and experience required for each role.
- Identifying the critical roles and positions that are essential for the success of the projects, and the potential gaps or risks that may arise if they are not filled.
- Developing a talent pool of qualified and interested technicians who can take over the critical roles or positions in case of secession.
- Providing training, mentoring, and coaching to the talent pool to enhance their competencies and readiness for the secession scenarios.
- Evaluating the performance and potential of the talent pool regularly and providing feedback and recognition.
- Communicating the secession plans and expectations to the technicians and the project stakeholders, such as the managers, clients, and suppliers.



TRANE



PROJECT SCOPE OF WORK

Project Scope of Work to be performed as outlined in the RFP 24-564

- a. Contractor provided materials shall include all labor, parts and materials necessary to inspect, service, install replacement parts, including but not limited to condensers, compressors, evaporators, chillers, coils, manual and electronic valves, motors, pumps, air registers, diffusers and grilles, controllers and control systems and any other related items associated with HVAC Systems to the existing equipment in order to maintain the equipment in proper operating condition.
- b. In order to reduce downtime to a minimum, if replacement compressors or other parts are not immediately available, then the contractor shall install provisions equipment that is compatible with the unit until the original replacement part under warranty has been delivered. The Contractor will be responsible for obtaining replacement warranty parts at no cost to the DCSD. Prior to replacing any compressors or other parts, Contractors must contact the Manager of HVAC Maintenance or his designated representative.
- c. All units shall have work performed at the site unless by the nature of required repairs, it would be necessary to remove a component of the unit or the complete service unit to the Contractor's shop for repairs. If a unit is to be out of service for any reason, the HVAC Maintenance Manager or his designee will be notified and informed of the nature of repairs required. All units out of service shall be electrically disconnected and bear a notice stating that the unit is out of order. All minor repairs will be performed at the unit site.
- d. All maintenance, service and repair work will be coordinated and supervised by the DCSD Manager of HVAC Maintenance, or his designee, a minimum of 24 hours prior to performance of scheduled maintenance work.
- e. Equipment to be completely serviced, maintained and repaired shall include but not be limited to the following:
 1. Air Handlers
 2. Chillers
 3. Water Cooled Condenser Units
 4. Cleaning and/or Replacing Units
 5. Water Cooled Condensing Units with Cooling Towers and Water Pumps
 6. Air Cooled Condensing Units
 7. Water Treatment
 8. Air and/or Water-Cooled Package Units
 9. Thermostats, Controls, Controllers, and CPUS
 10. Energy Management Control System Components
 11. Exhaust Fans and Systems



TRANE



12. Water source Heat pumps

Upon notification each bidder must visit the job site with a representative from the Maintenance or Facility Department. At this time, each contractor will be informed of what the project is and what the problems are. It then will be the contractor's responsibility to develop a scope of work in writing of how the project will be completed and a "not to exceed" cost for labor and equipment, using the cost that was awarded. Also, all materials that will be required must be listed with the actual prices paid plus a percentage markup not to exceed 15%.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work

covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed \$99,999.99 and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

SERVICES SHALL BE PROVIDED ON A PER PROJECT BASIS UPON THE ISSUANCE OF A SPECIFIC WORK AUTHORIZATION WHICH, SHALL DEFINE THE SCOPE OF THE SERVICES FOR THE PROJECT.

Attachment F**RFP 24-564
HVAC Repair and Installation Services**

Attach and label "Offeror's Client References."
OFFEROR'S CLIENT REFERENCES
(Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

Arris/Commscope Technologies

Company Name Providing Reference

3871 Lakefield Dr Suwanee, GA 30024

Address City/State/Zip

Robert J Cozza

Name of Contact Person

678-473-8024

Telephone Number of Contact Person

robert.cozza@commscope.com

Email Address of Contact Person

15+ years

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Ongoing maintenace agreement for mechanical and building automation services.

Includes preventative maintenance, diagnosing issues, and turnket services.

Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment F**RFP 24-564
HVAC Repair and Installation Services**

Attach and label "Offeror's Client References."

OFFEROR'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

GA World Congress Center

Company Name Providing Reference

285 Andrew Young International Blvd Atlanta, GA 30313

Address City/State/Zip

Wayne Rosser

Name of Contact Person

404-227-6215

Telephone Number of Contact Person

HRosser@GWCC.com

Email Address of Contact Person

7+ years

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Ongoing maintenace agreement for mechanical and building automation services.

Includes preventative maintenance, diagnosing issues, and turnkey services.

Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment F**RFP 24-564
HVAC Repair and Installation Services**

Attach and label "Offeror's Client References."

OFFEROR'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

Henry County Government

Company Name Providing Reference

57 Work Camp Rd McDonough, GA 30253

Address City/State/Zip

Hutch Purvis

Name of Contact Person

678-628-7551

Telephone Number of Contact Person

hpurvis@co.henry.ga.us

Email Address of Contact Person

7+ years

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Ongoing maintenace agreement for mechanical and building automation services.

Includes preventative maintenance, diagnosing issues, and turnkey services.

Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.



Service Agreements

Equipment maintenance through building optimization



Protection to ensure reliability, sustainability and operational efficiencies

Research shows that regular maintenance can reduce downtime by 35–45 percent* and reduce unexpected breakdowns by 70–75 percent.* HVAC systems are complex. Regulations regarding emissions and proper refrigerant handling and leak reporting can be confusing. It is easy to make costly mistakes. Why not leave it all to Trane? We offer service agreements for any type of HVAC system. You have the flexibility to choose actions and set schedules to customize a service agreement that is uniquely in line with your needs, priorities and budget—and ensure that your systems are up-to-date. Plus, our technicians are factory trained with support from a network of Trane experts. You'll receive quality service every time, in every building.

We can meet you
where you're at in
your service journey



We can customize a service approach for you that's based on your equipment needs and business priorities. Let's make a plan that extends system life, reduces wear that can drive up energy costs and ensures proper refrigerant management and documentation. Trane also offers solutions that balance comfort and optimization.



*Source: Federal Energy Management Program

Let us solve your challenges



Preventing HVAC system downtime and resolving problems faster when they occur.



Achieving energy and operational goals by leveraging your existing resources.



Complying with new efficiency regulations and building codes. Making progress on company goals.



Setting up for future success by leveraging innovative technology and connecting to a network of experts.



Modernizing outdated systems and infrastructure.

A black and white photograph of a modern office interior. The space features a high ceiling with exposed ductwork and linear lighting fixtures. In the foreground, there are several contemporary armchairs and a small table. The background shows a large open area with more seating and a glass wall on the right side. Overlaid on the image are five circular callouts containing text.

What if...

You could significantly improve HVAC system reliability and resiliency?

You could achieve and measure defined energy and sustainability outcomes?

You could use data and digital tools to work smarter, not harder?

You had one expert partner to help you transition to a smart-building future?

Getting Connected

Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance. Trane Connect pulls together solutions, insights and expertise in order for you to manage, optimize and visualize your facilities and achieve your desired building outcomes from anywhere, at anytime.

Customize your experience based on the needs of your job and goals of your organization.



Remote Access

Secure remote access to your building management system that controls complex HVAC systems across one building or a portfolio of buildings.



Dashboards

Customizable, widget-driven, web-accessible dashboards that create visibility to the data points, trends and analysis you deem most important.



Service

A working space and workflow process that captures building performance findings, opportunity impacts and big picture goal progress.



Energy Assessment

The ability to upload utility bills to establish an Energy Use Intensity and Energy Cost Index benchmark.



Energy Analysis

A suite of programs that provide real-time tracking, trending and analysis of your energy use—broken down by equipment, system or building.

What does HVAC system reliability mean to your business?

How do I ensure more consistent temperature, humidity and air quality?

How much impact could an uncomfortable environment have on my bottom line?

Could variations in the indoor environment compromise my products or put occupants' health at risk?

Balancing my budget is my most important priority with uptime coming in next.

Uptime is important to my business.

Uptime is absolutely critical to the success of my business and safety of my occupants.

These Trane features may help you meet your goals:

✓ Scope-based, scheduled service to lower ad hoc service call costs

✓ Local technician priority service response to expedite repairs

✓ Secure Remote Access

✓ Predictive Maintenance to detect system inefficiencies and failures before they happen

✓ Alarm notifications to alert when systems need attention and avoid operational interruptions

✓ Remote monitoring

✓ Remote inspections to enhance unit performance visibility and schedule on-demand virtual maintenance

✓ Equipment Analytics to help maintain the performance and reliability of equipment

✓ 24/7 Active Monitoring to safeguard against equipment faults or failures

✓ Remote remediation

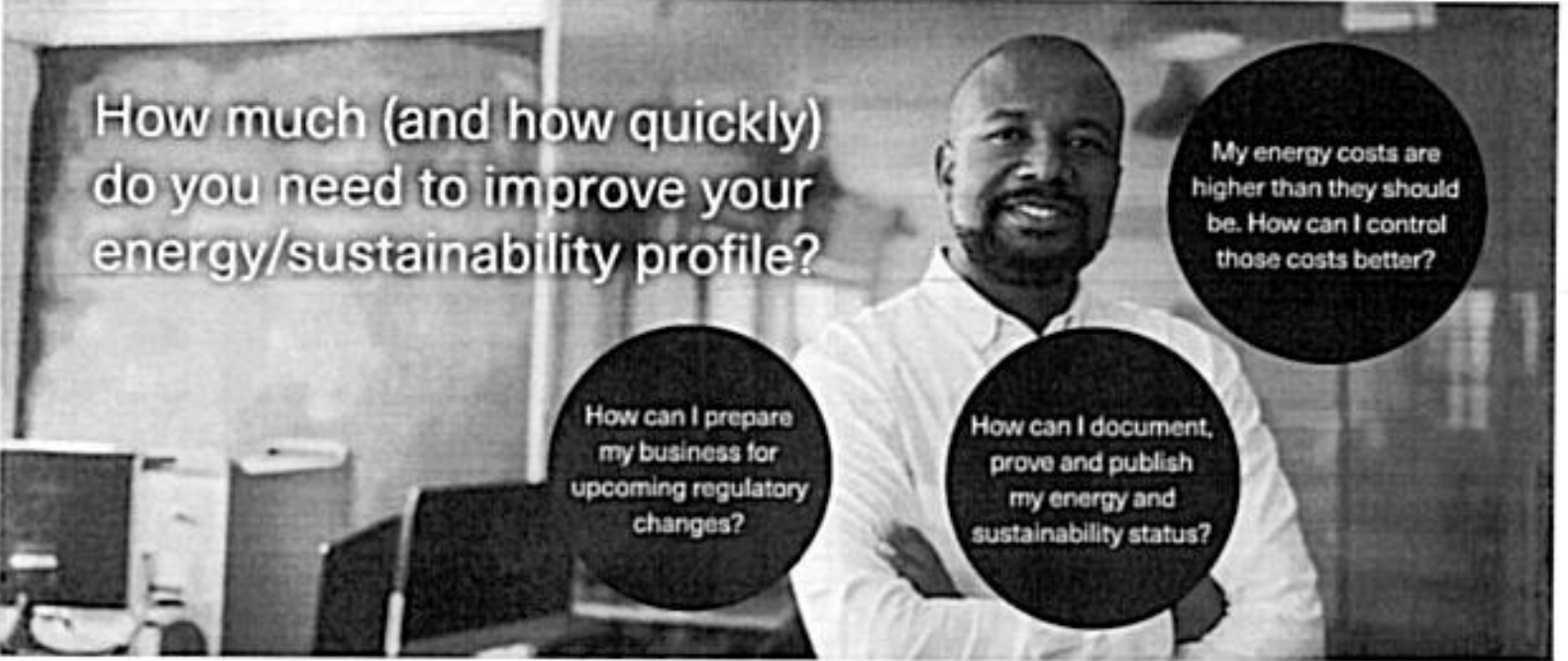
✓ Building Analytics

✓ Select agreement repair coverage included

✓ Consultation support with
• Airside Analysis
• Central Plant Analysis

Includes everything in the previous column plus the above

Includes everything in the previous column plus the above



How much (and how quickly) do you need to improve your energy/sustainability profile?

My energy costs are higher than they should be. How can I control those costs better?

How can I prepare my business for upcoming regulatory changes?

How can I document, prove and publish my energy and sustainability status?

Reducing energy use/cost is most important.

Sustainability is an important organizational value.

We value sustainability and outside pressures are making energy reduction a priority.

These Trane features may help you meet your goals:

- ✓ Scheduled maintenance to restore equipment efficiency losses
- ✓ Refrigerant management
- ✓ Remote maintenance inspections to realize efficiencies

- ✓ Establish energy benchmarks using utility data
- ✓ Trane® Connect™ portal provides the ability to evaluate energy and performance trends over time
- ✓ Tracking your carbon related data to meet your sustainability goals

Includes everything in the previous column plus the above

- ✓ Energy & Performance Baseline Reports to measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further
- ✓ System expertise provided with recommendations to help optimize your system
- ✓ Consultation support with:
 - Energy Storage
 - Decarbonization Planning
 - Renewable Solutions

Includes everything in the previous column plus the above

Are you struggling to reach operational goals with the resources you have?

How do I ensure more consistent temperature, humidity and air quality?

How much impact could an uncomfortable environment have on my bottom line?

Could variations in the indoor environment compromise my products, or put occupants' health at risk?

We want to improve our system operations, but our system is not remotely accessible or connected.

We leverage remote connectivity to our systems to improve system operations and efficiencies.

We leverage remote connectivity to our systems and we want to optimize as much as possible.

These Trane features may help you meet your goals:

- ✔ Scheduled maintenance visits to lower ad hoc service call costs
- ✔ System firmware upgrades
- ✔ File backups

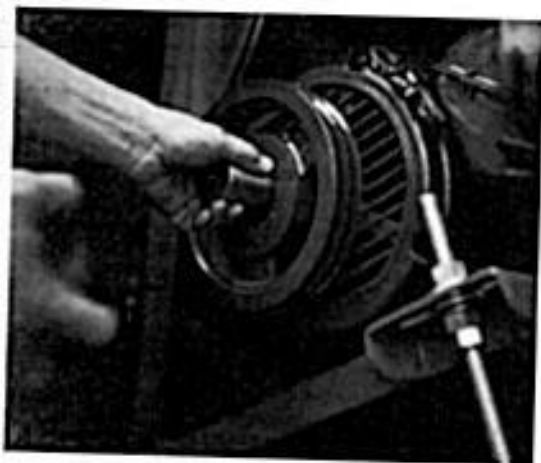
- ✔ Establish energy benchmarks using utility data
- ✔ Trane® Connect™ portal provides the ability to evaluate energy and performance trends over time
- ✔ Remote inspections to enhance unit performance visibility and schedule on-demand virtual maintenance

- ✔ Consultation Support with:
 - Airside Analysis
 - Central Plant Analysis
 - Energy Storage
 - Demand Management Solutions
 - Decarbonization Planning
 - Renewable Solutions
 - M&V Reporting
- ✔ Energy & Performance Baseline Reports to measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further

Includes everything in the previous column plus the above

Includes everything in the previous column plus the above

Trane's Suite of Connected Service Offerings



Connected Mechanical Services

Supplement your standard Trane mechanical service agreements with remote inspections that leverage our digital analytics to uncover service and maintenance needs. Enables Trane to check in on the site more often.*

- Increase service touchpoints
- Gain trending insights that flag declining efficiency in earlier stages
- Diagnose and respond to system errors faster to prevent system downtime
- Collaborate and interact easily with your Trane account team, virtually
- Bring greater transparency to your service relationship with Trane
- Enhance service speed through remote digital troubleshooting tools and capabilities
- Detect potential eco-hazards like refrigerant leaks and excessive energy use faster to minimize their impact

Connected Building Services

Data driven services leverage equipment controls and BAS to...

- Gain insights into system performance and energy use through simple dashboards that utilize system-wide analytics
- Understand how HVAC performance impacts their energy profile with utility data assessment and energy analysis
- Avoid catastrophic failure by tracking anomalies to watch over equipment and system slippage
- Proactively detect issues and help keep critical systems up and running through 24/7 support and continuous monitoring



Intelligent Services

A consultative approach to deliver and measure outcomes:

- Sustainability planning (decarbonization, energy reduction, regulatory compliance)
- Energy management (utility rebates and incentives, control strategies)
- CAPEX planning (deferred maintenance and replacement strategies)
- Onsite generation analysis (solar, cogeneration, storage)
- System optimization (balancing comfort, energy and compliance)
- Apply methods including advanced controls optimization, energy storage, chiller plant analysis, airside system optimization
- Energy rate analysis (review tariffs, identify improvement opportunities)

*Currently available for VRF and Water-cooled chillers, where connectivity can be maintained via the Symbio® unit controller or the Building Automation System

Service Offering Approaches

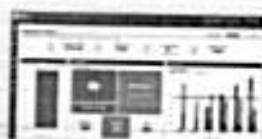
Our digitally enabled offerings help you maintain your equipment and manage your building from enabling remote equipment inspections to optimizing your building and achieving energy efficiency and sustainability goals. We have the solution to help your business, no matter where you are in your service journey.

Data-Driven Approach

CONNECTED MECHANICAL SERVICES (DIGITAL INSPECTION SUBSCRIPTION)



Chiller Performance Report

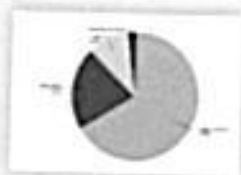


Chiller Performance
Summary Dashboard



Equipment Performance Assessment

CONNECTED BUILDING SERVICES AGREEMENT



Utility Management Tools



Building & Energy Performance
Summary Dashboards



Building Performance Assessment

Consultative Approach

INTELLIGENT SERVICES



Customers have access to local Trane experts to provide recommendations on optimization opportunities



Baseline Report



Consultation Report

OPTIONAL SERVICES



24/7 Active
Monitoring



Tenant Services / Work
Order Management

Contact your Trane team for a more detailed offering list

Why choose Trane as your service provider?



Service solutions based on
your needs and goals



Trane is the original
equipment manufacturer



Digital capabilities expanding into more
of our service delivery approaches



Local Trane service resources are
factory-trained and authorized

Learn more at trane.com



Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com.

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SPV-SLB029-EN
08/29/2022

REVISED Attachment A
RFP 24-564
HVAC Repair and Installation Services
COST PROPOSAL FORM

Offeror must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your RFP submittal. Include added value services/items at "no cost." Prices must be held firm for annual extension options, if exercised.

**** DCSD reserves the right to request and negotiate a "best and Final" response from Offerors. ****

Complete the following:

#	DESCRIPTION	HOURLY COST
1	Technician	\$ 125.48
#	DESCRIPTION	PERCENTAGE MARK UP (Not To Exceed 10%)
2	Equipment Rental (if required)	10 %
#	DESCRIPTION	PERCENTAGE MARK UP (Not To Exceed 10%)
3	Materials	10 %

Please indicate required lead time upon receipt of purchase order: TBD based on parts availability

This cost proposal is inclusive of all services, supervision, labor, coordination, equipment and materials is subject to the terms and conditions of the Standard Form of Contract for Services which are expressly incorporated herein by reference.

**** DCSD reserves the right to request and negotiate a "best and Final" response from Offerors. ****

Complete the following:

Trane U.S. Inc.

Company Name

Janice Ferina

Regional Contract Analyst

Authorized Company Representative Name (please print)

Title

Janice Ferina

10/30/23

Authorized Company Representative Signature

Date

4000 Dekalb Technology Parkway, Suite 100, Atlanta GA 30340

Address

504-434-3845

Phone

secontractmgmt@trane.com

Email

Attachment K

RFP 24-564 HVAC Repair and Installation Services

SIGNATURE PAGE

I certify that I have read this RFP document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFP. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFP submittal. Further, I certify that the contents of the response to this RFP are true, accurate and complete.

Janice Ferina

Printed Name/Engaging Authorized
Company Official

Contract Analyst

Position/Title

Trane U.S. Inc.

Offeror's Company Name

Janice Ferina

Signature/Engaging Authorized
Company Official

secontractmgmt@trane.com

E-mail address

504-434-3845

Telephone Number

10/10/23

Date

	Vendor Services Department Procurement 1701 Mountain Industrial Boulevard Stone Mountain, Georgia 30083
---	---

REQUEST FOR PROPOSAL (RFP) 24-564

HVAC Repair and Installation Services

Schedule of Events

EVENT	DATE(S)	TIME	LOCATION
Solicitation Posts	September 21, 2023		https://dekalbschoolsga.ionwave.net
IonWave Demo Virtual Session- (Optional)	October 5, 2023	11:00 AM	Via Microsoft Teams (registration required)
Mandatory Site Visit (if applicable)	N/A	N/A	N/A
Mandatory Pre-Proposal Conference	October 5, 2023	11:00 AM	Via Microsoft Teams (registration required)
Deadline to Submit Questions (Q&A)	October 9, 2023	12:00 PM	solicitationquestions@dekalbschoolsga.org
Q&A Deadline Responses	October 13, 2023	4:30 PM	https://dekalbschoolsga.ionwave.net
Submission Deadline	October 18, 2023	2:00 PM	https://dekalbschoolsga.ionwave.net
Virtual Public Acknowledgement	October 18, 2023	3:00 PM	Via Microsoft Teams (Registration required)

SUBMISSIONS MUST BE RECEIVED ELECTRONICALLY VIA <https://dekalbschoolsga.ionwave.net>

DeKalb County School District Solicitation Contact Person:

Carla L. Smith, Vendor Services Executive Director

(678) 676- 0120 and/or email at solicitationquestions@dekalbschoolsga.org



1701 MOUNTAIN INDUSTRIAL BLVD, STONE MOUNTAIN, GEORGIA 30083

<https://dekalbschoolsga.ionwave.net/Login.aspx>

REQUEST FOR PROPOSAL

RFP 24-564

**HVAC
REPAIR AND INSTALLATION
SERVICES**

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DeKalb County School District ("DCSD") extends this offer to submit a proposal for the possible purchase or lease of goods and/or services conforming to the following designated specifications, terms, and conditions. This solicitation will require DCSD Board of Education approval.

Format and Submission of Proposals

Submittal responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

The format requirements for RFP responses are designed to ensure uniformity in the responses, provide the information necessary to understand each offeror's proposal, and facilitate an efficient and comprehensive evaluation of all responses. Proposals must comply with the specifications and detailed instructions stated in this RFP document, be signed by the certifying company official, and be presented to the DCSD Purchasing Department according to the detailed instructions stated in this document.

- RFP responses must be submitted electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx>.
- Proposals must be presented in a PDF format. All attachments must be identified properly for easy recognition and association.
- Each page of the response must be numbered.
- Each proposal must contain a detailed Table of Contents and must be organized in the same order as the requirements are outlined in this RFP document. Each separate bullet point must be addressed individually. A response that does not adhere to a "point-by-point" format may be disqualified.
- Responses shall be organized simply and economically. Emphasis must be placed on completeness and clarity. Proposals that do not include all the required information may be disqualified.

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Time is of the essence. Specify your earliest _____ and latest _____ service commencement dates after receipt of award letter.

Approval by the DeKalb County Board of Education

Official approval by the DeKalb County Board of Education is required for this procurement. No contract shall be construed to be formed without the advance official approval of the DeKalb County Board of Education. **The successful offeror will be notified after DeKalb County Board of Education approval.**

Funding Provisions

No award or contract will be made if funding is not approved by the DeKalb County Board of Education.

Compliance with Requirements

Offeror must indicate below whether or not their proposal is in complete compliance with the stated requirements. If there are any deviations from these requirements, offeror must indicate in writing what the exact deviations are and what actual services will be provided. Attach and label additional sheets if necessary.

___ Proposal is in complete compliance with proposal requirements.

___ Proposal deviates from stated requirements as follows:

Cancellation

Awards, contracts, and extensions may be canceled for convenience by the DeKalb County School District (DCSD) at any time. In the event of termination of contract by DCSD, the DCSD will be responsible only for those services that have been delivered and accepted according to the RFP requirements. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the Offeror.

Fiscal Year Funding Implications

The fiscal year for DCSD begins July 1 and ends June 30. This solicitation and any resulting contract(s) may contain renewal and extension options.

This solicitation, any resulting contract(s), and any renewal and extension options shall terminate absolutely without further obligation on the part of DCSD at the end of the fiscal year in which this solicitation was issued and at each June 30 renewal anniversary date thereafter unless the successful offeror is notified otherwise and agrees in writing to the exercise of renewal and extension options.

Payment to Successful Vendor(s)

Payment for goods and services will be made by electronic funds transfer (EFT). Vendor(s) doing business with DCSD are required to provide EFT payment information when registering as a DCSD vendor at:

<https://www.dekalbschoolsqa.org/purchasing/>

Rights Reserved

DCSD reserves the right to accept or reject any and/or all parts of responsive proposals received and/or to reject all proposals submitted. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous to DCSD. DCSD reserves the right to waive any technicalities or minor irregularities in responses received and to award the contract in the most beneficial manner for DCSD. The decision of DCSD shall be final.

DCSD reserves the right to request and negotiate a "best and final" response from offerors.

Taxes

Purchases made by DCSD are not subject to federal, state, or local sales tax. A Sales Tax Exemption Certificate will be furnished upon request.

F.O.B. Delivery

All prices are to be F.O.B. delivery to various DCSD locations.

Estimated Quantities

The quantities shown in this RFP document are estimates, which are provided for your information. However, actual quantities purchased by DCSD may vary.

Exclusions of Trade Usages

This RFP contains all of the terms, conditions and obligations to which the parties agree, and shall not be modified, controlled, explained, supplemented or affected in any way by any usage of trade not expressly included in this agreement.

Conditional Proposals

Proposals that are conditional and/or in any way qualify or vary the terms of these instructions, conditions, and specifications shall be considered non-responsive and disqualified.

Offeror Failure

In the event services to be furnished by the successful offeror should for any reason fail to conform to the scope of work contained herein, DCSD reserves the right to reject the services and further reserves the right to terminate the contract.

Failure of the successful offeror to perform contracted services may also result in the removal of that offeror from doing business with DCSD for a period of not less than one year.

Georgia Open Records Act

All proposals submitted in response to DCSD solicitations may be subject to the Georgia Open Records Act, which permits any member of the public to inspect and/or copy documents prepared and maintained or received in the course of the operation of the public office or agency.

No Assignment of Award

The successful offeror may not assign the award or contract to or subcontract with another party without the express written permission of DCSD.

The Laws of the State of Georgia

This RFP and subsequent agreement are subject to the laws of the State of Georgia.

2 CFR 200.322(a)**§ 200.322 Domestic preferences for procurements.**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, or other manufactured products).

Additional Terms

In the event an award is made to an offeror, the resulting contract shall not depart from this document unless agreed to in writing by DCSD and the successful offeror. DCSD shall not be bound by additional terms and conditions and/or extraneous language added to this document by offerors.

ALL SOLICITATIONS ISSUED BY DCSD ARE ADVERTISED IN THE LEGAL SECTION OF THE CHAMPION NEWSPAPER, (404) 373-7779, POSTED ON THE DCSD IONWAVE WEBSITE, AND POSTED IN THE TEAM GEORGIA MARKETPLACE'S GEORGIA PROCUREMENT REGISTRY. Offerors are solely responsible to review and make themselves aware of DCSD solicitations posted on the following website:

<https://dekalbschoolsga.ionwave.net/Login.aspx>

PART 1 BACKGROUND AND INFORMATION

A. Objectives

The DeKalb County School District (DCSD) is seeking proposals from qualified offerors with professional qualifications, technical competence, and specialized experience to provide district-wide **HVAC Repair and Installation Services** as outlined in the scope of work in Part III of this RFP. A maintenance program is not needed.

Awarded offeror shall provide services in accordance with the specifications, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary to provide **HVAC Repair and Installation Services**, in accordance with the requirements of this RFP. There shall be no add-on charges of any kind. DCSD reserves the right to make multiple awards.

B. General Information

DCSD is a metropolitan Atlanta public school system organized and existing under the Constitution and laws of the State of Georgia. DCSD is located in the fourth largest county in Georgia. DeKalb County is one of the most culturally diverse counties in the nation. DCSD has a student enrollment of approximately 93,000 students in pre-kindergarten through grade 12. With 138 schools and centers, DCSD educates the third largest pre-kindergarten through grade 12 student population in the State of Georgia. DCSD is the second largest employer in DeKalb County with over 14,000 full and part time employees.

DCSD is dedicated to giving every student the best possible education through an intensive core curriculum and specialized, challenging instructional and career programs. DCSD is striving to become the premier K-12 school system of choice and desires to significantly improve leadership, teaching, and student learning to fulfill its mission as an organization for public education.

DCSD includes approximately:

- 77 Elementary Schools
- 19 Middle Schools
- 22 High Schools
- 8 Start-up Charter Schools
- 12 Specialized Learning Centers
- 6 Administrative Centers, and
- 5 Athletic Stadiums

Currently, DCSD has 122 Title I Schools (122 Schoolwide and 0 Targeted Assisted). DCSD's wide-area network connects instruction and administration sites to deliver technology and learning tools to every child. The main administrative offices are located at 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083. DCSD is governed by a seven-member Board of Education.

C. Procurement Process

The procurement will be on a formally advertised basis. Proposals must be responsive to all aspects of this RFP.

D. Addenda

It is the responsibility of offerors to frequently check for any addenda, questions, and answers posted on the Purchasing Bulletin Board on the DCSD website. Failure on the part of offerors to make themselves aware of and comply with addenda requirements will not relieve them of this obligation.

All posted addenda must be printed, signed by the offeror, and included in the offeror's RFP submission. Click on the following link to the Purchasing Bulletin Board: <https://dekalbschools.gaionwave.net/Login.aspx>

E. Proposal Contact Person

The assigned contact person for offerors is Carla L. Smith, Vendor Services Executive Director. Ms. Smith can be reached at (678) 676-0120 or by email to solicitationquestions@dekalbschoolsga.org.

F. Prohibited Contact(s)

Except with the consent of the proposal contact person, all offerors, including any persons affiliated with or in any way related to the offeror, are strictly prohibited from contacting DeKalb County Board of Education members and DCSD employees or consultants on any matter having to do in any aspect with this RFP, other than as provided herein. Any and all contacts with such persons associated with DCSD shall be in writing, in appropriate circumstances or cases, as directed by the contact person. Furthermore, no employee, officer, or agent of the DeKalb County Board of Education or DCSD may participate in the selection, award or administration of a contract if he or she has a real or apparent conflict of interest.

Board Member Communication with Prospective Vendors

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this timeframe, consideration for the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

G. Virtual Session

The DeKalb County School District Vendor Services department is hosting a virtual session on how to submit an electronic bid via IonWave. The virtual session will be held through Microsoft Teams on **Thursday, October 5, 2023, at 11:00 AM EST.**

Those who would like to attend the virtual session, must register no later than **Wednesday, October 4, 2023, by 4:00PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter **"VIRTUAL SESSION – RFP 24-564 HVAC Repair and Installation Services"** in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Thursday, October 5, 2023, by 10:00 AM EST.** (Attendance is mandatory.)

H. Mandatory Virtual Pre-Proposal Conference

All prospective offerors are invited to attend a Virtual Pre-Proposal Conference. The pre-proposal conference will be held on **Thursday, October 5, 2023, at 11:00 AM EST via Microsoft Teams.**

Offerors must pre-register to attend. When registering your attendance, please enter "Pre-Proposal Conference - RFP 24-564 HVAC Repair and Installation Services" in the subject line of your email.

Submit to solicitationquestions@dekalbschoolsga.org by **4:00 PM EST, Wednesday, October 4, 2023.**

The following information must be included in your request:

- Individual Name and Title
- Company Name
- Telephone Number
- Email Address

If more than one individual from your company is attending, please submit information on all attendees. The sign-in sheet for the pre-proposal conference will be compiled using this information and will be posted to the DCSD website within two (2) business days after the pre-proposal meeting. A link will be sent to all registrants to attend in the virtual conference no later than **10:00 AM EST, Thursday, October 5, 2023.**

I. Proposal Submission Deadline

Submittals responses to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

All potential offerors must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Proposals in response to this RFP must be received by the DCSD Vendor Services Procurement via IonWave no later than **2:00 PM, Wednesday, October 18, 2023**. Proposals received after the stated deadline will not be considered.

J. Virtual Public Acknowledgement

The public acknowledgment will be held virtually through **Microsoft Teams on Wednesday, October 18, 2023, at 3:00PM EST**. Those who would like to attend the acknowledgement, please register no later than **Tuesday, October 17, 2023, by 4:00PM EST**, by sending an email to solicitationquestions@dekalbschoolsga.org. Please enter "Public Acknowledgement - RFP 24-564 HVAC Repair and Installation Services" in the subject line of your email. An invitation will be sent via Microsoft Teams to those participants no later than **Wednesday, October 18, 2023, by 11:00 AM EST**.

K. Questions and Answers

It is intended that this RFP be adequate for any offeror to respond to DCSD's requirements. However, should offerors have questions, all questions shall be submitted electronically to: <https://dekalbschoolsga.ionwave.net/Login.aspx>.

Questions submitted to any other mailbox, voice mail or e-mail address will not be considered for response. The deadline to submit questions is **October 9, 2023, 12:00 Noon**. Questions received after the deadline will not be considered. All questions received by **Noon, October 9, 2023**, shall be answered in writing and both the questions and answers will be posted to the following website on or before **Friday, October 13, 2023, 4:30 PM**.

Responses to questions will not be posted on official DCSD holidays.

<https://dekalbschoolsga.ionwave.net/Login.aspx>

PART II GENERAL REQUIREMENTS

A. *Offeror Performance*

The successful offeror is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the offeror to fully perform these obligations may result in the cancellation of the award and contract.

DCSD will look to the offeror and his/her identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-offerors or assigned to any third party.

B. *News Release*

Any news release or publicity pertaining to any phase of this project must be cleared through the DCSD Executive Director of Communications.

C. *Non-Discrimination*

DCSD does not discriminate based on race, color, religion, sex, national origin, age, or disability in any of its employment practices, education programs, services or activities.

DCSD supports an open, fair, and impartial free-market system which maximizes competition and seeks to include all responsible businesses and to provide ample opportunities for business growth and development. Minority businesses are encouraged and given the opportunity to bid on various projects; however, all responses will be evaluated on the same criteria. It is not the intention or desire of DCSD to restrict or impede competition, nor to increase the cost of the work.

D. *Drug-Free Workplace*

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of controlled substance or drugs during the performance of the contract.

E. *Smoke-Free Workplace*

By submission of a response to this RFP, the offeror certifies that he/she and his/her employees shall not use tobacco products on DCSD property at any time during the performance of this contract.

F. *Costs Incurred*

DCSD is not liable for any costs incurred by an offeror in preparing and/or submitting a response to this RFP or for any interview if requested. Any and all costs incurred by the offeror in preparing and/or submitting a response to this RFP and interviewing with DCSD (if requested) shall be the sole responsibility of the offeror and shall not be reimbursed by DCSD.

There is no guarantee of any offeror receiving an award as a result of submitting a response to this RFP.

G. *Insurance*

Certificate of Insurance and/or ACORD Form is required with solicitation submittal upon award. Upload this documentation under the Response Attachment tab via IonWave titled "Certificate of Insurance".

The DCSD Director of Risk Management sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal upon award. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within six (6) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this RFP) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

(2) Offeror is required to maintain the following insurance coverage during the term of this agreement:

- (a) Workers Compensation Insurance in the amounts of the statutory limits established by The General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers' compensation coverage if offeror is an approved self-insurer in the State of Georgia.
- (b) Commercial General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
- (c) Automobile Liability Policy to include but not be limited to liability coverage on any

owned, non-owned and hired vehicle used by offeror or offeror's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.

(d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual occurrence and annual aggregate limit not less than \$2,000,000 per claim.

(e) Professional Liability or Errors & Omissions coverage with limits not less than \$2,000,000 per claim/\$2,000,000 aggregate. The deductible shall not exceed \$10,000 per claim.

(f) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:

(i) All policies and coverage shall be on an "occurrence" not "claims made" basis (excepting (e) above)

(ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DCSD.

(iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

(iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.

(v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.

(vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

(g) Under coverage and certificates required under Sections 2(a), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:

(i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.

(ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity applies to liability assumed by the named insured.

(iii) Shall include Indemnitees as additional insured except on coverages (2) (a) and (2)(e).

(iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.

- (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
- (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).
- (h) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

H. Indemnification

- 1) The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this RFP), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
- 2) The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

I. Illegal Immigration Reform and Enforcement Act of

Upload this documentation under the Response Attachment tab via IonWave titled "IMMIGRATION SECURITY DOCUMENTATION".

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e., public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

Offerors must complete and/or have their subcontractors complete the following forms:

- 1) Immigration and Security Certification
- 2) Offeror E-Verify Affidavit
- 3) Contractor Affidavit (Contractor Only)
- 4) Subcontractor Affidavit (Subcontractor Only); and

5) Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages **37- 42** of this solicitation document. The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, Subcontractor Affidavit and the Sub-Subcontractor Affidavit must be completed, notarized and submitted with your bid response.

I acknowledge the Illegal Immigration Reform and Enforcement Act of 2011 requirements for service providers and confirm by my signature below that the Immigration and Security Certification, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are each completed, notarized and made a part of this solicitation response package. I also acknowledge that all items or services furnished to DCSD must comply with applicable federal and state immigration laws, and regulation.

_____ Please check here if the Illegal Immigration and Reform Act of 2011 **does not** apply to your solicitation, because it is one for items, commodities, or products. If this does not apply to any portion of the solicitation, then the Offeror is not required to complete the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit (reference Attachment page).

J. Interviews

DCSD reserves the right to require offerors to participate in one or more interviews with DCSD board members and/or staff. Offerors must be prepared to discuss the salient points of their proposal within two (2) normal working days of being asked to participate in interviews. There are to be no presentations, individually or collectively, without such invitation.

K. Contract Terms

In the event DCSD determines that outsourcing these services are in its best interest, with the approval of the DeKalb County Board of Education, the successful offeror will be notified in writing. A contract confirming firm fixed price and other terms shall be signed by the parties. **Services will begin on or about January 2024. The initial contract duration shall be through June 30, 2024.** The contract may contain **four (4) years extension options** contingent upon DCSD's offer of such extension, the successful offeror's acceptance and the approval of the DeKalb County Board of Education to extend the contract. The contract is subject to the approval of the DeKalb County Board of Education and to fiscal year funding limitations. The contract price must be held firm for the entire term of the contract.

DCSD reserves the right to terminate any resulting contract for convenience. In the event of contract termination by DCSD, the DCSD will be responsible only for those services and deliverables that have been received and accepted. Any cancellation for convenience by DCSD shall be effective three (3) business days after receipt of the Notice of Cancellation for convenience from DCSD by the offeror. Non-performance of contract terms shall give sufficient cause for DCSD to cancel the contract. Non-performance shall be construed to include, but is not limited to, failure of the offeror to deliver equipment or perform services in the time specified or in the manner required.

A contract is attached which includes all of the terms and conditions that the offeror must affirm and comply. **Refer to Attachment J, Sample Service Agreement for Non-Capital Professional Services.** Please review DCSD's attached contract terms and conditions prior to submitting a response to this RFP. Offerors should plan on the contract terms and conditions attached to this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the offeror.

L. Permits and Applicable Laws

By submitting a proposal, offeror acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal.

If an offeror takes exception to a contract term or provision, the offeror must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be submitted as an attachment to the offeror's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

Offerors shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to the full execution of the requirements stated herein. Offerors shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract. Offerors shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of DCSD. Offerors shall be in compliance with registration with the Georgia Secretary of State's office as applicable.

M. Infringement

Offeror shall fully indemnify Indemnitees against any claims of infringement of any patent, copyright, trade secret, trademark, or other intellectual property rights related to the offeror's response to this RFP or services performed upon contract award. Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

N. Ownership Rights

DCSD shall retain ownership rights to the contents of all documents, supporting literature, and data submitted by offerors to this RFP.

O. Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Offerors shall fully certify that they, as individuals or as officials of a business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this RFP. Further, offerors guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

P. Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "Conflict of Interest".

Offeror shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Offerors shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Offeror's company or any of its branches. In the event the Offeror was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Offeror further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Offeror has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Offerors shall certify that their response to this RFP is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official.

Q. Financial Stability

Upload this documentation under the Response Attachment tab via IonWave titled "FINANCIAL STATEMENTS".

1. Offerors shall provide a copy of their company's audited financial statements for the previous two (2) years – 2021 and 2022.
2. Indicate here if your company is publicly traded or not publicly traded:
My company is publicly traded. ☐ /
My company is not publicly traded. ☐ /
3. If your company is a publicly traded company, provide a copy of your company's annual report for the previous two (2) years – 2021 and 2022.
4. List all civil and criminal proceedings your company has been the subject of, or named a party in, and provide the outcome of those proceedings. This list should include any lawsuits, administrative actions, or litigation to which your company is currently a party or has been a party. Please explain the basis for all claims, your response to those claims and state whether a settlement was reached, or a judgment entered.
5. State whether your company, or any affiliate currently or previously associated with your company, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratoriums or assignment for the benefit of creditors, or otherwise sought relief from creditors.
6. State whether your company was the subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining your company from engaging in any type of business practice.

R. No Obligation/No Award Guaranteed/Cost to Propose

This RFP does not commit DCSD to contract with any offeror to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP. The contract, if any, will be awarded to the offeror whose proposal offers the best value to DCSD in meeting the required scope of work described herein, if the appropriate funds are available and the contract is approved by the DeKalb County Board of Education. No obligation or commitment is incurred by the DeKalb County Board of Education from the receipt of any proposal, marketing materials, or presentations. There is no guarantee that any offeror will receive an award as a result of submitting a proposal. Any/all costs incurred by the offeror in preparation and submission of this proposal are the sole responsibility of the offeror. Expenses incurred by the offeror will not be reimbursed by DCSD or become a reason for contracting with the offeror.

S. Confidentiality and Non-Disclosure

Information made available to offerors by DCSD shall be used only for purposes related to responding to this RFP and shall not be used for any other purpose without the express written permission of DCSD.

Offerors to this RFP unequivocally agree to assume responsibility for protecting and safeguarding the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and human resource file contents.

T. Business License

Upload this documentation under the Response Attachment tab via IonWave titled "BUSINESS LICENSE".

Offerors shall submit with their proposal, a copy of their valid company business license. If the offeror is a Georgia corporation, offeror shall submit a valid county or city business license. If the offeror is not a Georgia corporation, offeror shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. If offeror holds a professional certification which is licensed by the state of Georgia, offeror shall submit a copy of their valid professional license. Any license submitted in response to this requirement shall be maintained by the offeror for the duration of the contract.

U. Protest Process

This section describes the mandatory administrative procedure whereby Offerors submitting sealed competitive bids/proposals (hereinafter referred to as "bidders") to DCSD for proposals worth \$100,000 or more may challenge the solicitation process, and whereby bidders/Offerors on sealed competitive bids directly related to Vendor Services for proposals worth \$100,000 or more, may challenge contract awards.

1. **Protests.** A bidder may file a written protest challenging DCSD's compliance with applicable procurement procedures subject to the bidder's compliance with the provisions outlined below. Any such written protest will be resolved in accordance with these provisions:
 - a) appropriate identification of the solicitation;
 - b) a statement of reasons for the protest;
 - c) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.
2. **Types of Challenges.** Any bidder interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process including, but not limited to, a challenge to specifications or any events or facts arising during the solicitation process. Any bidder submitting a timely bid/proposal in response to a competitive solicitation may file a protest with respect to DCSD's intended or actual contract award including, but not limited to, events or facts arising during the evaluation and/or negotiation process.
3. **Form of Protest.** At a minimum, the written protest must include the following:
 - a) the name and address of the protestor;
 - b) appropriate identification of the solicitation;
 - c) a statement of reasons for the protest;
 - d) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case the Offeror must proceed to file the protest during the filing period identified below but state the expected availability of the material); and the desired remedy.

DCSD, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting Offeror.

4. **Filing Protests.** A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the Offeror, and is received by the Vendor Services. The protest may be sent by any of the following means:

MAIL: Attention: Carla Smith, Executive Director
DeKalb County School District
Vendor Services

1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Email: solicitationquestions@dekalbschoolsga.org

The Offeror must observe the following deadlines when filing a protest:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Two (2) business days prior to the closing date and time of the solicitation as identified on the Invitation to Bid.
Challenge to an Intended or Actual Contract Award	In the event DCSD posts a Notice of Intent to Award ("NOIA"), the protest must be filed within ten (10) calendar days of the date the NOIA is posted.
	In the event DCSD does not post a NOIA, the protest must be filed within ten (10) calendar days of the date the Notice of Award ("NOA") is posted.

If a bidder fails to file a protest by the applicable deadline, such failure shall be deemed as a waiver with prejudice of any grounds the bidder may have for protest.

5. **Stay of procurement during protest review.**

When a protest challenging the competitive solicitation process has been timely filed at least two (2) business days prior to the closing date and time, the solicitation shall not close until a final decision resolving the protest has been issued, unless the facilities management department makes a written determination that the closing of the solicitation without delay is necessary to protect the interests of DCSD.

When a protest challenging an intended contract award has been timely filed, DCSD shall not proceed to actual contract award unless the **Vendor Services Department** makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of DCSD. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/Offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

6. **Protest Resolution.**

The Vendor Services Department shall review and issue a written decision on the protest within seven (7) business days. This decision shall be deemed final. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document including, but not limited to, specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of the intended/actual contract award is sustained, available remedies may include but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award, or re-solicitation with appropriate changes to the new solicitation.

7. **Costs**

In no event shall a bidder be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest process, or any attorney fees.

PART III SCOPE OF WORK

A. Purpose/Project Overview

DCSD is seeking proposals from qualified offerors with professional qualifications, technical competence and specialized experience in **HVAC Repair and Installation Services** to provide district wide services at DCSD facilities on an as needed basis, in accordance with the scope of work of this RFP.

Awarded offeror shall provide equipment and services in accordance with the scope of work, requirements and terms and conditions stated herein. Services shall include all labor, materials, tools, specialized equipment, supplies, trained personnel, insurance, travel, per diem, direct and indirect administrative costs, overhead, tolls, parking, fuel, lodging, all other cost and charges, and all things and services necessary and in accordance with the requirements of this RFP. There shall be no add-on charges of any kind.

DCSD, at its discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by DCSD.

DCSD currently operates 180 calendar school days during the school year. DCSD serves approximately 93,000 students, 138 schools and centers, and 14,000 employees.

DCSD reserves the right to add or remove DCSD facilities (schools, centers and portable classrooms) as needed.

DCSD Operations Department reserves the right to make multiple awards and will be responsible for administration of this contract.

B. Project Scope of Work

- a. Contractor provided materials shall include all labor, parts and materials necessary to inspect, service, install replacement parts, including but not limited to condensers, compressors, evaporators, chillers, coils, manual and electronic valves, motors, pumps, air registers, diffusers and grilles, controllers and control systems and any other related items associated with HVAC Systems to the existing equipment in order to maintain the equipment in proper operating condition.
- b. In order to reduce downtime to a minimum, if replacement compressors or other parts are not immediately available, then the contractor shall install provisions equipment that is compatible with the unit until the original replacement part under warranty has been delivered. The Contractor will be responsible for obtaining replacement warranty parts at no cost to the DCSD. Prior to replacing any compressors or other parts, Contractors must contact the Manager of HVAC Maintenance or his designated representative.

- c. All units shall have work performed at the site unless by the nature of required repairs, it would be necessary to remove a component of the unit or the complete service unit to the Contractor's shop for repairs. If a unit is to be out of service for any reason, the HVAC Maintenance Manager or his designee will be notified and informed of the nature of repairs required. All units out of service shall be electrically disconnected and bear a notice stating that the unit is out of order. All minor repairs will be performed at the unit site.
- d. All maintenance, service and repair work will be coordinated and supervised by the DCSD Manager of HVAC Maintenance, or his designee, a minimum of 24 hours prior to performance of scheduled maintenance work.
- e. Equipment to be completely serviced, maintained and repaired shall include but not be limited to the following:
 - 1. Air Handlers
 - 2. Chillers
 - 3. Water Cooled Condenser Units
 - 4. Cleaning and/or Replacing Units
 - 5. Water Cooled Condensing Units with Cooling Towers and Water Pumps
 - 6. Air Cooled Condensing Units
 - 7. Water Treatment
 - 8. Air and/or Water-Cooled Package Units
 - 9. Thermostats, Controls, Controllers, and CPUS
 - 10. Energy Management Control System Components
 - 11. Exhaust Fans and Systems
 - 12. Water source Heat pumps

Upon notification each bidder must visit the job site with a representative from the Maintenance or Facility Department. At this time, each contractor will be informed of what the project is and what the problems are. It then will be the contractor's responsibility to develop a scope of work in writing of how the project will be completed and a "not to exceed" cost for labor and equipment, using the cost that was awarded. Also, all materials that will be required must be listed with the actual prices paid plus a percentage markup not to exceed 15%.

Work Authorizations, if any, are to be issued at the sole discretion of the Owner. The maximum amount of work

covered by all Work Authorization Agreements entered into pursuant to a contract as a result of this solicitation, shall not exceed \$99,999.99 and execution of a contract is not a guarantee of a minimum amount. No minimum amount will be guaranteed.

Services shall be provided on a per project basis upon the issuance of a specific Work Authorization which, shall define the scope of the Services for the Project.

C. Company Profile

Offerors to this Request for Proposal are required to demonstrate, and include with their submissions to this RFP, a full and complete company profile, to include, but not be limited to: the date of establishment, mission statement, type and confirmation of company's legal entity form, company's organizational structure/chart, principals' names and titles, company size in relation to industry, number of employees, company history, financial position, and all relevant current and past experience on similar projects, including the company's overall experience in providing **HVAC Repair and Installation Services.**

Provide your business solutions, background information, history, mission, business partners, core business solutions and services offered, organizational structure, number of employees, and operation locations.

Compliance Information:

Companies must meet minimum criteria as specified to receive further consideration. Proposals shall include the following:

The submitting company must be licensed by the State of Georgia to provide all services specified in this RFP and all documents must be in the name of the submitting company.

All employees of the submitting company that are assigned to this project must be licensed by the State of Georgia. Company must submit copies of all employees' licenses that will be assigned to this project.

Litigation Information (Y/N):

Identify and briefly discuss any instances in the past five (5) years where your contract was terminated, with or without cause. Provide Owner name, project name and Owner Project Representative Name and Number. For joint ventures responding to this RFP, provide the above information as it pertains to the joint venture and for each partner or entity creating said joint venture. **If there is no failure or failures to complete a contract, please include a statement that the Firm has never failed to complete a contract or contracts or have defaulted or have been declared in default on any contract.**

Identify any legal actions that have been filed against your company for services rendered in connection with pest control services in the past (5) years. Provide a brief explanation for each occurrence and the outcome/disposition. **If there have been no legal actions filed against your company, please include a statement that the Company has not had any legal actions filed against them in the past five (5) years.**

D. References

Upload this document under the Response Attachment tab via IonWave titled "References".

Offeror must provide the names and contact phone numbers of at least three (3) current clients, preferably clients comparable to DCSD, for whom the offeror is providing or has provided comparable services. Offeror's Reference Form, **References will be contacted.**

E. Brochures, Catalogs, Manuals, Websites, Literature

In addition to the formal response to this RFP, all offerors are encouraged to submit brochures, catalogs, manuals, website materials, industry literature, DVD's and any other marketing and informational media which will support and enhance their submission value.

F. Added Value

Offerors are encouraged to describe in detail all added value or additional services or benefits available and offered at no cost to DCSD in their RFP responses. Attach and label as **"ADDED VALUE."**

G. Evaluation Criteria

DCSD advertises this RFP as an opportunity for interested and qualified firms specializing in **HVAC Repair and Installation Services** to submit responses consistent with the scope of work stated herein. Respondents to this RFP are encouraged to submit their most comprehensive, innovative and creative proposals for services for DCSD.

DCSD may, at its sole discretion, select or reject all or portions of the service(s) proposed from responsive offerors. As a part of the evaluation process, DCSD may find it necessary to evaluate the addition or deletion of components of an offeror's proposal in order to make equivalent comparisons to other proposals. DCSD will select the offeror whose proposal DCSD determines best meets the needs of DCSD, based on the requirements and evaluation criteria set forth herein.

The determination of the successful proposal will be based upon information supplied by the offeror in the RFP response and upon other information that will be obtained by DCSD as it deems necessary. Proposal conformance to RFP instructions, terms, conditions, and requirements is critical to offeror responsiveness.

The lowest-cost proposal submitted may not necessarily be determined to be the most responsive and responsible proposal when all factors have been considered. However, the quoted price is an important factor in the determination of the selected proposal.

An Evaluation Committee will evaluate the proposals using the following criteria:

1. Firm's Overview (15 Points)

- a. Provide a full and complete company profile to include, but not limited to Firm's name, address, a headquarters and or branch office handling this project, as well as primary contact name, title, related telephone/fax numbers and email address.
- b. State how many years licensed to do business under the name stated above. Describe firm ownership structure and history.
- c. List the number of permanent employees and provide an organizational chart of the firm. Include management-level employee(s) the firm intends to assign to the project. Include a professional biographical summary including certifications and detailed outline of the role and responsibility of each employee that will be assigned to the project.
- d. Describe other qualifications that may be used to assess proposer's capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods, services or systems in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

2. Scope of Services (30 points)

- a. Please provide your company's comprehensive and proposed strategy for providing **HVAC Repair and Installation Services** for DCSD. Please be very detailed and specific in your response to each requirement.
- b. Describe the company's experience, especially in dealing with organizations the size of the DCSD.
- c. Explain the company's capability to provide the specified services with the resources required in the Scope of Work.
- d. Describe in as much detail as possible, why the proposer's company should be selected to provide services to the DCSD.
- e. Provide the name and telephone number of the individual(s) that can be contacted in case of an emergency or for services needed after hours, holidays or weekends.

3. Firm's Relevant Experience and Expertise (30 points)

- a. Briefly describe project experience specific to services that the company has provided for preferably K-12 education or other governmental agencies, or related engagements that the company is currently engaged in or has completed within the past three (3) years.

- b. Describe your environmental, quality assurance/quality control, and safety programs that apply to managing potential risks associated with the provision of the services identified in this RFP.
- c. Describe in detail your company training and education program for employees.

4. References (5 points)

- a. The company shall submit a minimum of three (3) written recommendations from previous owners. The recommendation must state actual examples of how the company had a positive working relationship with prior Owners and their cooperation with other Owners.
- b. DCSD reserves the option of contacting any of the references provided to confirm information provided.

5. Quality and completeness of proposal (5 points)

6. Cost of Services (15 points)

Relative Weight	Evaluation Criteria	Score
15	Firm's Overview	
30	Scope of Services	
30	Firm's Relevant Experience and Expertise	
5	References	
5	Quality and completeness of proposal	
15	Cost of Services	
100 points	TOTAL SCORE	

H. Transition Plan/Transition on Commencement of Contract

The awarded offeror shall assume full services in accordance with the award of the RFP. The awarded offeror shall coordinate and cooperate with DCSD's existing provider(s) to ensure a smooth and orderly transition with uninterrupted services.

Transition and Continuity of Service upon Expiration of Contract

Continuity of services is necessary to DCSD. The awarded offeror agrees to this philosophy and upon expiration of contract, agrees to:

- Exercise best efforts and cooperation for an orderly and efficient transition to another provider or to DCSD.
- Negotiate a plan in good faith with successor to determine the nature and extent of the phase-in, phase-out services required. The plan shall specify a date for services described in the plan and shall be subject to approval by DCSD. The existing service provider shall provide sufficient experienced personnel during the phase-in and phase-out periods to ensure that the imperious services in the contract are maintained at the required level of need and proficiency.
- All DCSD property (including but not limited to, students and DCSD records, parts, equipment, facilities, keys and materials) shall be returned to DCSD upon expiration of contract. Offeror shall include in their response any DCSD or any subsequent contractor requirements if offeror is awarded this contract and does not retain this contract upon its expiration.

I. REQUIRED CONTENT / DOCUMENT CHECKLIST

All potential respondents must register as a vendor at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IMPORTANT NOTICE: Submittals to this solicitation will be received electronically on the DeKalb County School District website at <https://dekalbschoolsga.ionwave.net/Login.aspx>.

IonWave will not accept a bid submission without the required documents listed below. Failure to upload the required information and/or documentation required in this solicitation may cause the submission to be declared non-responsive and rejected.

Offerors are required to upload one (1) pdf, copy electronically via <https://dekalbschoolsga.ionwave.net/Login.aspx> of their response. Responses must be submitted on 8 1/2" x 11" single-sided stock. Offerors must reply in a narrative to each requirement and question. "Understand and comply" responses are not acceptable. All RFP submissions must include the following items and attachments.

The Request for Proposals document, RFP 24-564 HVAC Repair and Installation Services (MUST BE the first document in the submission); this document is located at <http://www.dekalbschoolsga.org/solicitations>

Table of Contents for your submission

- Addenda – Each individual Addendum must be printed, signed, and inserted immediately following the Table of Contents (**Upload Required**)
- Audited Company Financial Statements/Company Annual Reports for 2021 and 2022
- Business License (**Upload Required**)
- Attachment A – Cost Proposal Form/Fee Schedule (**Upload Required**)
- Attachment B – Facility Address List
- Attachment C - Non-Collusion (**Upload Required**)
- Attachment D- Conflict of Interest (**Upload Required**)
- Attachment E – Critical Paragraphs (**Upload Required**)
- Attachment F – Offeror's Client Reference Form (**Upload Required**)
- Attachment G – Statement of Confidentiality and Non-Disclosure (**Upload Required**)
- Attachment H – Suspension and Debarment Certification (**Upload Required**)
- Attachment I – Immigration & Security Certification (**Upload Required**)
- Attachment J – Sample Service Agreement
- Attachment K – Signature Page (**Upload Required**)
- Company Profile (**Upload Required**)
- Brochures, Catalogs, Manuals, Websites, Literature, and other marketing media
- Project Scope of Work (**Upload Required**)
- Added Value

Attachment A
RFP 24-564
HVAC Repair and Installation Services
COST PROPOSAL FORM

Offeror must provide an itemized list of all costs to DCSD associated with the proposal. A breakout of pricing must be submitted on this form. You may include attachments so long as they are a page-numbered part of your RFP submittal. Include added value services/items at "no cost." Prices must be held firm for annual extension options, if exercised.

** DCSD reserves the right to request and negotiate a "best and Final" response from Offerors. **

Complete the following:

COST PROPOSAL FOR TURN-KEY SERVICES				
#	DESCRIPTION	ESTIMATED HOURS	HOURLY COST	EXTENDED COST
LABOR				
1	Journeyman – Straight Time		\$	\$
2	Journeyman – OT Rate & Weekends		\$	\$
3	Apprentice - Straight Time		\$	\$
4	Apprentice – OT Rate & Weekends		\$	\$
5	HVAC Helper – Straight Time		\$	\$
6	HVAC Helper – OT Rate & Weekends		\$	\$
#	DESCRIPTION	COST FOR EQUIPMENT	COST PLUS 5 % MARK UP	
1	Equipment Rental Rate (if required)	\$	\$	
MATERIAL				
#	DESCRIPTION	COST FOR MATERIALS	COST PLUS 5 % MARK UP	
1	Materials cost per project	\$	\$	
JOB TOTAL:			\$	

Please indicate required lead time upon receipt of purchase order:

This cost proposal is inclusive of all services, supervision, labor, coordination, equipment and materials is subject to the terms and conditions of the Standard Form of Contract for Services which are expressly incorporated herein by reference.

ATTACHMENT B

RFP 24-564

HVAC Repair and Installation Services

DCSD FACILITY ADDRESS LIST

School Name	Address	City	Zip Code
Adams Stadium Facility	2383 N. Druid Hills Road	Atlanta, GA	30329
Allgood ES	659 Allgood Road	Stone Mtn, GA	30083
Arabia Mountain HS	6610 Browns Mill Road	Lithonia, GA	30038
Ashford Park ES	2968 Cravenridge Drive NE	Atlanta, GA	30319
Austin ES	5435 Roberts Drive	Atlanta, GA	30338
Austin ES (New)	5321 Roberts Drive	Atlanta, GA	30338
Avondale ES	8 Lakeshore Drive	Avondale Estates, GA	30002
Avondale High Facility	1192 Clarendon Avenue	Avondale Estates, GA	30002
Avondale Stadium Facility	1192 Clarendon Avenue	Avondale Estates, GA	30002
Barack H. Obama EMST	3132 Clifton Church Road SE	Atlanta, GA	30316
Bethune, Mary McLeod MS	5200 Covington Highway	Decatur, GA	30035
Bob Mathis ES	3505 Boring Road	Decatur, GA	30034
Bowie, Edward L. Sr. Theme ES	5100 Rock Springs Road	Lithonia, GA	30038
Briar Vista ES	1131 Briar Vista Terrace NE	Atlanta, GA	30324
Briarlake ES	3590 Lavista Road	Decatur, GA	30033
Brockett ES	1855 Brockett Road	Tucker, GA	30084
Browns Mill ES	4863 Browns Mill Road	Lithonia, GA	30038
Canby Lane ES	4150 Green Hawk Trail	Decatur, GA	30035
Cary Reynolds ES	3498 Pine Street	Atlanta, GA	30340
Cedar Grove ES	2330 River Road	Ellenwood, GA	30294
Cedar Grove HS	2360 River Road	Ellenwood, GA	30294
Cedar Grove MS	2300 Wildcat Road	Decatur, GA	30034
Chamblee HS	3688 Chamblee Dunwoody Road	Atlanta, GA	30341
Chamblee MS	3601 Sexton Woods Drive	Atlanta, GA	30341
Champion Theme MS	5265 Mimosa Drive	Stone Mtn, GA	30083
Chapel Hill ES	3536 Radcliffe Blvd	Decatur, GA	30034
Chapel Hill MS	3535 Dogwood Farm Road	Decatur, GA	30034
Chesnut ES	4576 N Peachtree Road	Atlanta, GA	30338
Clarkston HS	618 North Indian Creek Drive	Clarkston, GA	30021
Columbia ES	3230 Columbia Woods Drive	Decatur, GA	30032
Columbia HS	2106 Columbia Drive	Decatur, GA	30032
Columbia MS	3001 Columbia Drive	Decatur, GA	30034
Coralwood Education Facility	2477 Coralwood Dr.	Decatur, GA	30033
Cross Keys HS	1626 N Druid Hills Road NE	Atlanta, GA	30319
DeKalb Alternative School	5855 Memorial Drive	Stone Mtn, GA	30083

School Name	Address	City	Zip Code
DeKalb Early College Academy	1701 Mountain Industrial Blvd.	Stone Mtn, GA	30083
DeKalb ES of the Arts	3131 Old Rockbridge Rd.	Avondale Estates, GA	30002
DeKalb HS of Technology-South	3303 Panthersville Road	Decatur, GA	30034
Eagle Woods Academy/GNETS Facility	5931 Shadow Rock Drive	Lithonia, GA	30058
DeKalb Rockdale GNETS at Shadow Rock Facility	1040 Kingway Drive	Lithonia, GA	30058
DeKalb School of the Arts	1192 Clarendon Avenue	Avondale Estates, GA	30002
District Central Offices at A/C Facility	1701 Mountain Industrial Blvd	Stone Mtn, GA	30083
Doraville Administrative Facility	3932 Flowers Rd	Atlanta, GA	30338
Dresden ES	2449 Dresden Drive	Atlanta, GA	30341
Druid Hills HS	1798 Haygood Drive NE	Atlanta, GA	30307
Druid Hills MS	3100 Mount Olive Drive	Decatur, GA	30033
Dunaire ES	651 S Indian Creek Drive	Stone Mtn, GA	30083
Dunwoody ES	1923 Womack Rd	Dunwoody, GA	30338
Dunwoody HS	5035 Vermack Road	Atlanta, GA	30338
E. L. Miller ES	919 Martin Rd	Stone Mtn, GA	30088
Early Learning Academy (at Terry Mill Facility)	797 Fayetteville Road, SE	Atlanta, GA	30316
East Campus #1 Alternative Facility	5831 Memorial Drive	Stone Mtn, GA	30083
East Campus #2/Transportation Facility	5809 Memorial Drive	Stone Mtn, GA	30083
East Dekalb SpEd Campus	5831 Memorial Drive	Stone Mtn, GA	30083
East Dekalb SpEd Facilities	5831 Memorial Drive	Stone Mtn, GA	30083
East DeKalb State School Students	5831 Memorial Drive	Stone Mtn, GA	30083
Elizabeth Andrews HS	1701 Mountain Industrial Blvd	Stone Mtn, GA	30083
Environmental Studies Center Facility	2390 Wildcat Rd	Decatur, GA	30034
Evansdale ES	2914 Evans Woods Drive	Atlanta, GA	30340
Fairington ES	5505 Phillip Bradley Drive	Lithonia, GA	30038
Fernbank ES	157 Heaton Park Drive, NE	Atlanta, GA	30307
Fernbank Science Center	156 Heaton Park Drive, NE	Atlanta, GA	30307
Flat Rock ES	4603 Evans Mill Road	Lithonia, GA	30038
Flat Shoals ES	3226 Flat Shoals Road	Decatur, GA	30034
Freedom MS	505 South Hairston Road	Stone Mtn, GA	30088
Hallford, James R. Stadium Facility	3789 Memorial College Ave.	Clarkston, GA	30021
Hambrick ES	1101 Hambrick Road	Stone Mtn, GA	30083
Hawthorne ES	2535 Caladium Drive, NE	Atlanta, GA	30345
Henderson Mill ES	2408 Henderson Mill Road, NE	Atlanta, GA	30345
Henderson MS	2830 Henderson Mill Road	Atlanta, GA	30341
Hightower ES	4236 Tilly Mill Road	Atlanta, GA	30360
Huntley Hills ES	2112 Seaman Circle	Atlanta, GA	30341
Idlewood ES	1484 Idlewood Road	Tucker, GA	30084
Indian Creek ES	724 N Indian Creek Drive	Clarkston, GA	30021
International Intensive English Program	3318 Midway Road	Decatur, GA	30032

School Name	Address	City	Zip Code
International Student Center	3318 Midway Road	Decatur, GA	30032
John Lewis (Temporary) ES	2383 N Druid Hills Rd NE	Atlanta, GA	30329
John Lewis ES (New)	2630 Skyland Drive	Atlanta, GA	30319
Jolly ES	1070 Otello Avenue	Clarkston, GA	30021
Kelley Lake ES	2590 Kelly Lake Road	Decatur, GA	30032
Kingsley ES	2051 Brendon Drive	Atlanta, GA	30338
Kittredge Magnet	1663 E Nancy Creek Dr., NE	Atlanta, GA	30319
Lakeside HS	3801 Briarcliff Road, NE	Atlanta, GA	30345
Laurel Ridge ES	1215 Balsam Drive	Decatur, GA	30033
Lithonia HS	2440 Phillips Road	Lithonia, GA	30058
Lithonia MS	2451 Randail Avenue	Lithonia, GA	30058
Livsey ES	4137 Livsey Road	Tucker, GA	30084
Marbut Theme ES	5776 Marbut Road	Lithonia, GA	30058
Margaret Harris Comprehensive School	1634 Knob Hill Drive, NE	Atlanta, GA	30329
Martin Luther King, Jr. HS	3991 Snapfinger Road	Lithonia, GA	30038
McLendon ES	3169 Hollywood Drive	Decatur, GA	30033
McNair, Ronald E. DLA ES	2162 Second Ave.	Decatur, GA	30032
McNair, Ronald E. HS	1804 Bouldercrest Road, SE	Atlanta, GA	30316
McNair, Ronald E. MS	2190 Wallingford Drive	Decatur, GA	30032
McNair, Ronald E. MS (New)	2190 Wallingford Drive	Decatur, GA	30032
Midvale ES	3836 Midvale Road	Tucker, GA	30084
Miller Grove HS	2645 DeKalb Medical Parkway	Lithonia, GA	30058
Miller Grove MS	2215 Miller Road	Decatur, GA	30035
Montclair ES	1680 Clairmont Place, NE	Atlanta, GA	30329
Montgomery ES	3995 Ashford Dunwoody Road	Atlanta, GA	30319
Murphey Candler ES	6775 S Goddard Road	Lithonia, GA	30038
Narvie J. Harris Theme ES	3981 McGill Drive	Decatur, GA	30034
North DeKalb Stadium Facility	3662 Pierce Drive	Atlanta, GA	30341
Oak Grove ES	1857 Oak Grove Road, NE	Atlanta, GA	30345
Oak View ES	3574 Oakvale Road	Decatur, GA	30034
Oakcliff Theme ES	3150 Willow Oak Way	Atlanta, GA	30340
Panola Way ES	2170 Panola Way Court	Lithonia, GA	30058
Panthersville Administrative Facility	2627 Wildecat Rd.	Decatur, GA	30034
Peachcrest ES	1530 Joy Lane	Decatur, GA	30032
Peachtree MS	4664 N Peachtree Road	Atlanta, GA	30338
Pine Ridge ES	750 Pine Ridge Dr	Stone Mtn, GA	30087
Pleasantdale ES	3695 Northlake Drive	Atlanta, GA	30340
Princeton ES	1321 South Deshon Road	Lithonia, GA	30058
Rainbow ES	2801 Kelley Chapel Road	Decatur, GA	30034

School Name	Address	City	Zip Code
Redan ES	1914 Stone Mtn Lithonia Rd	Lithonia, GA	30058
Redan HS	5247 Redan Road	Stone Mtn, GA	30088
Redan MS	1775 Young Road	Lithonia, GA	30058
Robert Shaw Theme ES	385 Glendale Road	Scottdale, GA	30079
Rock Chapel ES	1130 Rock Chapel Road	Lithonia, GA	30058
Rockbridge ES	445 Halwick Way	Stone Mtn, GA	30083
Rowland ES	1317 S Indian Creek Drive	Stone Mtn, GA	30083
Sagamore Hills ES	1865 Alderbrook Road	Atlanta, GA	30345
Salem MS	5333 Salem Road	Lithonia, GA	30038
Sam A. Moss Service Facility	1780 Montreal Rd.	Tucker, GA	30084
Sequoyah MS	3456 Aztec Road	Atlanta, GA	30340
Shadow Rock ES	1040 Kingway Drive	Lithonia, GA	30058
Smoke Rise ES	1991 Silver Hill Road	Stone Mtn, GA	30087
Snapfinger ES	1365 Snapfinger Road	Decatur, GA	30032
Southwest DeKalb HS	2863 Kelley Chapel Road	Decatur, GA	30034
Special Education Pre-Testing Eligibility	5831 Memorial Drive	Stone Mtn, GA	30083
Stephenson HS	701 Stephenson Road	Stone Mtn, GA	30087
Stephenson MS	922 Stephenson Road	Stone Mtn, GA	30087
Stone Mill ES	4900 Sheila Lane	Stone Mtn, GA	30083
Stone Mountain ES	6720 James B. Rivers Dr	Stone Mtn, GA	30083
Stone Mountain HS	4555 Central Drive	Stone Mtn, GA	30083
Stone Mountain MS	4301 Sarr Parkway	Stone Mtn, GA	30083
Stoneview ES	2629 Huber Street	Lithonia, GA	30058
Toney ES	2701 Oakland Terrace	Decatur, GA	30032
Towers HS	3919 Brookcrest Circle	Decatur, GA	30032
Tucker HS	5036 Lavista Road	Tucker, GA	30084
Tucker MS	2160 Idlewood Road	Tucker, GA	30084
Vanderlyn ES	1877 Vanderlyn Drive	Atlanta, GA	30338
Wadsworth Magnet	3039 Santa Monica Drive	Decatur, GA	30032
Warren Technical School	3075 Alton Road	Atlanta, GA	30341
William "Buck" Godfrey Stadium Facility	2817 Clifton Springs Road	Decatur, GA	30079
William Bradley Bryant Center Facility	2652 Lawrenceville Hwy.	Decatur, GA	30033
Woodridge ES	4120 Cedar Ridge Trail	Stone Mtn, GA	30083
Woodward ES	3034 Curtis Drive, NE	Atlanta, GA	30319
Wynbrooke Theme ES	440 Wicksbury Way	Stone Mtn, GA	30087

Attachment C

RFP 24-564 HVAC Repair and Installation Services

Non-Collusion

Upload this documentation under the Response Attachment tab via IonWave titled "NON-COLLUSION"

Bidders shall fully certify that they, as an individual or as an engaging official of a formal business entity, have not entered into any agreement, participated in collusion, or otherwise taken any action in restraint of free and competitive responses to this bid. Further, bidders guarantee that their response are not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced in any manner or taken any action to result in a restriction of trade or in an unfair advantage.

Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment D

RFP 24-564 HVAC Repair and Installation Services

Conflict of Interest

Upload this documentation under the Response Attachment tab via IonWave titled "CONFLICT OF INTEREST"

Bidder shall use its best efforts to disclose with their proposal the name of any officer, director, or agent who also is a DCSD employee, agent, representative, contractor, immediate family member (spouse, child, sibling, or parent or the spouse of a child, sibling or parent) or DeKalb County Board of Education member. Bidders shall also disclose the name of any DCSD employee, agent, representative, contractor, immediate family member or board member who owns, directly or indirectly, an interest in five percent or more in the Bidder's company or any of its branches. In the event the Bidder was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict DCSD may, at its discretion, terminate the contract for default. The Bidder further agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the DCSD Purchasing Department which must include a description of the action which the Bidder has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, DCSD may, at its discretion, cancel the contract. Bidders shall certify that their response to this Bid is impartial, at arms-length, and free of any conflict of interest at this time, unfair advantage, or personal benefit to any DCSD official. Bidder must sign below acknowledging the above statement.

Signature of Company Representative:

Company Name/Certifying Official Signature

Date: _____

Attachment E

RFP 24-564 HVAC Repair and Installation Services

Critical Paragraphs

Offerors must put their initials in the space provided in front of each critical paragraph and sign below. Initials signify that the information has been read and the offeror agrees to comply with the requirement, stipulations, terms and conditions. Attach and label "Critical Paragraph."

- 1) ____ This RFP does not commit DCSD to any offeror to this RFP. DCSD is not liable for any costs incurred by an offeror in responding to this RFP. There is no guarantee of any offeror receiving an award or contract as a result of submitting a response to this RFP.
- 2) ____ Any news release or publicity pertaining to any phase of this RFP will be the responsibility of DCSD and must be cleared through DCSD's Department of Communications and Community Relations.
- 3) ____ It is the responsibility of offerors to make themselves aware of and to comply with any addenda, questions and answers posted to the DCSD website in relation to this RFP. All addenda must be printed, signed by the certifying official and included in the RFP submittals. Failure to do so will cause the offeror to be deemed non-responsive to the requirements of this RFP.
- 4) ____ Offerors to the RFP agree to fully indemnify DCSD as stated in the RFP, Part II, H.
- 5) ____ Offerors certify that they have not engaged in collusion and guarantee that their response is not made in conjunction with or on behalf of another party and that they have not been directly or indirectly induced or acted in any manner to result in restriction of trade or unfair advantage.
- 6) ____ The DCSD reserves the right to reject any and/or all responses submitted and to waive any technicalities or minor irregularities in responses received. DCSD reserves the right to award any resulting contract in the manner that is in the best interest of and most advantageous DCSD.
- 7) ____ Offeror understands that this solicitation requires Board of Education Approval.

Attachment F**RFP 24-564
HVAC Repair and Installation Services**

Attach and label "Offeror's Client References."

OFFEROR'S CLIENT REFERENCES

(Please copy this form and use one form per reference.)

Attach and label "Offeror's Client References."

Company Name Providing Reference

Address City/State/Zip

Name of Contact Person

Telephone Number of Contact Person

Email Address of Contact Person

Date/Duration of Service Relationship

Describe in Detail Services Provided (use additional sheets if necessary):

Important! This is a vital part of your RFP submission. DCSD will verify client references. It is advisable that you inform your reference contact person that you have listed them for reference.

Attachment G

RFP 24-564 HVAC Repair and Installation Services

Statement of Confidentiality and Non-Disclosure

Any non-public information made available to the offeror by DCSD in relation to this RFP shall be used only for those purposes outlined in the RFP document and shall not be used in any other way without the written permission of the DCSD.

If the offeror is uncertain about the proposed use of information provided in relation to this RFP, the offeror shall consult with the DCSD RFP contact person as identified in the RFP document for clarification.

The offeror agrees to assume full responsibility for protecting the confidentiality of DCSD records that are not public information. Such information may include but is not limited to student and employee data and other written and oral information of a personal and/or confidential nature, which shall be safeguarded by the offeror to ensure that it is not improperly disclosed.

Offeror Company Name

Company Representative

Date

Attachment H

RFP 24-564 HVAC Repair and Installation Services

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting this RFP, the offeror certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

Further, by submitting this RFP, the offeror certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the offeror complies with all applicable orders, rules and regulations related thereto.

The certification placed herein is a material representation of fact upon which reliance will be placed as RFP submissions are evaluated and any transaction is entered into. If it is later determined that the prospective offeror has knowingly rendered an erroneous certification, the DCSD may pursue all available remedies, including but not limited to suspension and/or debarment.

The prospective offeror shall provide immediate written notice to the DCSD Purchasing Department if at any time the prospective offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The prospective offeror agrees by submitting this form that, should the proposed transaction be entered into, the prospective offeror shall not knowingly enter into any lower tier transaction with a person or entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction.

By signing and submitting this form, the offeror is providing the certification set out above.

Signature of Engaging Official: _____ Date: _____
(Offeror Company Name/Certifying Official Signature)

Further, the DCSD's Purchasing Department will check the SAMS website at <https://www.sams.gov/SAM/> to determine if the offeror is listed.

Attachment I

RFP 24-564 HVAC Repair and Installation Services

IMMIGRATION & SECURITY CERTIFICATION

If you are providing service, performing work or delivering goods to the DeKalb County Board of Education/DeKalb County School District including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Offeror/Bidder (the "Offeror") shall at all times comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. Seq.
- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. Seq. (collectively the "Act"), the Offeror **MUST INITIAL** the statement applicable to Offeror below:

- (a) _____ (**Initial here**): order to comply with the Act; is authorized to use and uses the federal authorization program under the federal work authorization user identification number issued on the date of authorization below; will continue to use the authorization program throughout the contract period; Offeror further warrants and agrees Offeror shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq. [Offerors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement with the Contract if awarded];

or

- (b) _____ (**Initial here**): Offeror warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Offerors who initial (b) must attach and return a signed, notarized Affidavit of Exception with the Contract if awarded];

or

- 3) I _____ (**Initial here**): Offeror is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.
- 4) _____ (**Initial here**): Offeror will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Offeror with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.

- 5) _____ (Initial here) Offeror agrees that, if Offeror employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Offeror will secure from each sub -contractor at the time of the contract the sub-contractor's name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor, the subcontractor's attestation of the subcontractor's compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor's agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. Seq.
- 6) _____ (Initial here) Offeror agrees to provide the DeKalb County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature_____
Date_____
EEV/Basic Pilot Program
User Identification Number_____
Date of Authorization

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

**DEKALB COUNTY SCHOOL DISTRICT
Offeror E-Verify Affidavit**

By executing this affidavit, the undersigned Offeror verifies its compliance with **Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603**, stating affirmatively that the individual firm or corporation which is engaged in services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by federal law and regulation. Furthermore, the undersigned Offeror will continue to use the federal work authorization program throughout the contract period. Offeror hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Project: _____

HVAC Repair and Installation Services

Solicitation Number (if applicable): _____

RFP 24-564

Name of Public Employer: _____

DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

Notary Public _____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual firm or corporation which is engaged in the physical performance of services on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

Name of Public Employer: _____

*HVAC Repair and Installation Services***RFP 24-564****DeKalb County School District**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public: _____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Solicitation Number (if applicable): _____

HVAC Repair and Installation Services**RFP 24-564**

Name of Public Employer: _____

DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202____ in _____, _____
(city) (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

Notary Public _____

My Commission Expires: _____

DEKALB COUNTY SCHOOL DISTRICT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ and _____ on behalf of the **DeKalb County School District** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____. Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Name of Sub-subcontractor: _____

Name of Project: _____

HVAC Repair and Installation Services

Solicitation Number (if applicable): _____

RFP 24-564

Name of Public Employer: _____

DeKalb County School District

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202__ in _____ (city) _____ (state)

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

Notary Public _____

My Commission Expires: _____

ATTACHMENT J
SAMPLE SERVICE AGREEMENT
BETWEEN THE
DEKALB COUNTY SCHOOL DISTRICT
AND _____

Service Provider: _____
Project Name: _____
Address: _____

RFP No.: 24-564
Description: *HVAC Repair and Installation Services*

THIS SERVICES AGREEMENT and the below referenced documents attached as Exhibits (hereinafter the "Service Agreement") is made and entered into by and between the DeKalb County School District (hereinafter the "DCSD") whose address is 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083 and _____ (hereinafter the "Service Provider") whose physical address is _____. DCSD and Service Provider are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, DCSD desires to retain the services of a competent and qualified Service Provider to provide _____ services; and

WHEREAS, the DCSD has solicited for these services via an advertised request for proposals and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, DCSD intends to engage the Service Provider to provide _____ services; and

WHEREAS, the Service Provider remains agreeable to provide DCSD the _____ services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

The Service Agreement consist of:

- a. This Service Agreement (Agreement for Services);
- b. Request for Proposal (RFP) No. 24-564 (**Exhibit A**);
- c. The Service Provider's Proposal to the above-numbered RFP, including pricing, and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this Service Agreement shall not be included in this Service Agreement and shall be given no weight or consideration; (**Exhibit B**);
- d. Board Directive Signed by the Superintendent and dated _____ (**Exhibit C**); and
- e. Notice of Award dated _____ (**Exhibit D**).

This Service Agreement together with the aforementioned exhibits collectively forms the Service Agreement. All prior and contemporaneous negotiations and Service Agreements between the Parties on the matters contained in this Service Agreement are expressly merged into and superseded by this Service Agreement. DCSD shall not be bound by any additional terms and conditions, including but not limited to, terms and conditions related to any provided service or good, limitations of the Service Provider's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic Service Agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions of this Service Agreement.

Any inconsistency or conflict among the specific provisions of this Service Agreement shall be resolved as follows:

- a. First, by giving preference to the specific provisions of this Service Agreement and any change orders or modifications issued after execution of this Service Agreement;
- b. Second, by giving preference to the specific provisions of the RFP attached hereto as **Exhibit "A"**;
- c. Third, by giving preference to the specific provisions of Service Provider's Proposal, including pricing and any applicable Scope of Services and any applicable Payment and Payment Terms Schedule attached hereto as **Exhibit "B"**, except that objections or amendments by Service Provider that have not been explicitly accepted by DCSD in writing in this shall not be included in this Service Agreement and shall be given no weight or consideration.

NOW, THEREFORE, in consideration of the mutual promises, covenants and Service Agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, DCSD and the Service Provider agree as follows:

ARTICLE 1**PARTIES TO THE SERVICE AGREEMENT**

The DCSD's address and its contact person are:

DeKalb County School District
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083

Attention: _____

Phone: _____

Fax: _____

Email: _____

With a copy to:

DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Attention: Dr. Devon Horton, Superintendent

The Service Provider's contact information is:

Company Name: _____

Address: _____

Contact Person: _____

Title: _____

Phone No. Office: _____

Email: _____

Any notice or consent required to be given by or on behalf of any Party hereto to any other Party hereto shall be in writing and shall be sent to DCSD or to the Service Provider by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the above addresses shall be binding unless said address is changed, and provided in writing to the other Party, no less than fourteen days before such notice is sent.

ARTICLE 2**DURATION OF AGREEMENT**

2.1 **Agreement Term.** The term of this Service Agreement begins on the date executed by the last Party to execute below (hereinafter the "Effective Date"). The performance period for this Service Agreement is one (1) year from the Effective Date.

2.2 **Agreement Renewal.** In addition to the base period of one (1) year, there are four (4) one-year optional renewal terms (each a "Renewal Term") to be exercised at the sole discretion and approval of DCSD. Additionally, as required by O.C.G.A. § 20-2-506, this Service Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, but shall be automatically renewed for each subsequent calendar year during the term unless

DCSD terminates this Service Agreement, by providing Service Provider with thirty (30) days advance notice of termination prior to the end of the calendar year. Renewal will depend upon the best interests of the DCSD, funding, and Service Provider's performance subject to the other termination methods available to the DCSD herein.

- 2.3 **Total Obligation.** Pursuant to O.C.G.A. § 20-2-506(b), DCSD's total obligation under this Agreement is as follows:

FY 2024 \$ _____

ARTICLE 3

SCOPE OF SERVICES

3.1 DCSD does hereby retain Service Provider to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the DCSD's Request for Proposal _____, to include all attachments and addenda, attached hereto as Exhibit "A" and incorporated herein by reference; and (ii) the Service Provider's final responsive thereto, attached hereto as Exhibit "B" and incorporated into this Agreement by this reference. A complete copy of the Scope of Work section of RFP #24-556, to include the Service Provider's final responsive proposal, is attached as Exhibit "B" and made a part of this Service Agreement.

3.2 Service Provider shall be solely responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

3.3 DCSD's review, approval, or acceptance of any of the Service Provider's Services shall not be construed to: (i) operate as a waiver of any rights the DCSD possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Service Provider's performance or nonperformance of this Agreement. The Service Provider shall always remain liable to the DCSD in accordance with applicable law for any and all damages to the DCSD caused by the Service Provider's breach of this Agreement.

ARTICLE 4

COMPENSATION

4.1 The Service Provider agrees that the compensation for all services under this Service Agreement shall be the specific price set forth in the attached Exhibit "A" and Exhibit "B." There shall be no add-on charges of any kind.

ARTICLE 5

WORKING RELATIONSHIP

5.1 The Service Provider will function in cooperation with the DCSD's designated representative, which is set forth in Article 1 of this Service Agreement. The Service Provider will consult with the DCSD's representative before finalizing recommendations or taking action at Program milestones or other key decision points. The Service Provider shall fully cooperate with the DCSD and, if applicable, the DCSD's representative or designee. Such cooperation shall include, without limitation, providing any requested information to the DCSD's representative and advising, meeting with, consulting with, and coordinating with the DCSD's representative.

5.2 The DCSD shall have the right, at its sole discretion, to demand and require the Service Provider to remove any employee or subcontractor working for the Service Provider on the Program and to replace the employee or subcontractor without cost or liability to the DCSD.

5.3 For purposes of safety and otherwise, the Service Provider, at all times, shall ensure its ability to thoroughly and clearly communicate, in any and all necessary languages, with the DCSD representative and with the Service Provider's employees, agents, representatives, and subcontractors. The Service Provider agrees to employ one or more supervisory-level personnel capable of thoroughly and clearly communicating, in any and all necessary languages, with the DCSD's representative and with the Service Provider's employees, agents, representatives, and subcontractors, and that such supervisory-level and language-capable personnel shall be stationed at and assigned to the location(s) or site(s) where, and at all times when, any and all work or services under this Service Agreement shall be performed.

5.4 The Service Provider shall ensure that any and all electronic devices, computers, software, hardware, equipment and other similar and related items that are utilized by the Service Provider, or any entity or person under the Service Provider's supervision or control, do not harm, or allow harm, to the DCSD's computers, systems, networks, and technology. The Service Provider shall take any and all measures possible to protect the DCSD's computers, systems, networks, and technology from viruses and other malicious codes.

ARTICLE 6

INVOICING AND AGREEMENT PRICE

6.1 **Invoices.** The Service Provider shall submit invoices, to DCSD, for services rendered pursuant to the attached Exhibit "A" and Exhibit "B." Invoices will be paid by DCSD within thirty (30) days after receipt of the invoice from the Service Provider. All invoices shall be submitted by Service Provider shall be submitted to: Ms. Carla Smith, Vendor Services Executive Director, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

6.2 **Agreement Price.** DCSD shall pay, and the Service Provider shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder the fixed price listed in Section 2.3. The price set forth in Paragraph 2.3 shall constitute the Agreement Price, which shall not be modified except where evidence acceptable to DCSD of changed market conditions and indices is produced. Price modification requests may only be made once annually and, if approved, will only become effective upon the next renewal of the Agreement. Any such proposed price escalation /de-escalation must be presented in writing with substantiating proof to DCSD, for approval, a minimum of ninety (90) days prior to taking effect at the next renewal of the Agreement.

ARTICLE 7

CANCELLATION OR TERMINATION BY DCSD

7.1 DCSD reserves the right to cancel or terminate this Service Agreement at any time for any reason, with notice in writing to the Service Provider. In the event of cancellation or termination, the DCSD shall pay to the Service Provider all compensation earned for actual services rendered. Any cancellation or termination by DCSD shall be effective within thirty (30) business days of the receipt of such cancellation or termination to Service Provider by DCSD.

7.2 Upon termination of this Service Agreement, the Service Provider shall:

- 7.2.1 Cease work under the Service Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs
- 7.2.2 Immediately cease using and return to the DCSD, any personal property or materials, whether tangible or intangible, provided by the DCSD to the Service Provider
- 7.2.3 Cooperate in good faith with the DCSD and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- 7.2.4 Immediately return to the DCSD any payments made by the DCSD for Services that were not delivered or rendered by the Service Provider.

ARTICLE 8**INDEPENDENT CONTRACTOR**

8.1 The Service Provider and its employees shall perform as an independent contractor and not an employee or representative of the DCSD. The Service Provider retains sole and exclusive liability for all contributions, taxes or payments required to be made on account of the Service Provider's employees under federal or state income tax laws, unemployment and workers' compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings.

8.2 The Service Provider shall maintain strict discipline among all personnel employed at DCSD, nor shall any person employed on any Program site have in his or her possession any drugs, alcohol or firearms. Unprofessional conduct, including but not limited to horseplay, wrestling, and fighting, shall not be permitted or allowed. No employee, subcontractor or representative of the Service Provider shall use any tobacco product while at any Program site, on any property owned by DCSD or at any function or event sponsored by or held on behalf of DCSD.

8.3 The Service Provider agrees that the Service Provider is not an employee of DCSD for purposes of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18001, et seq. ("ACA"), or for any other purpose. The Service Provider agrees that the Service Provider will be responsible for reporting requirements under the ACA and certifies that the Service Provider has their own individual health plan coverage. The Service Provider agrees that the Service Provider shall make the necessary federal, state, and local filings and returns as required by law at the appropriate times, including, but not limited to, federal, state, and local income tax (including estimates), filings and returns required by the Self-Employment Contribution Act, and any other filing or return, required by federal, state, or local government. With respect to ACA compliance obligations, Service Provider acknowledges and agrees that:

- Service Provider is responsible for filing Form 1094-C and Form 1095-C with respect to all assigned workers assigned to DCSD;
- Service Provider is responsible for compliance with Internal Revenue Code Section 4980H with respect to assigned workers;
- If requested by DCSD in connection with any governmental audit or inquiry, Service Provider will cooperate in furnishing DCSD with detailed information on assigned workers as reasonably needed for DCSD to respond to such audit or inquiry, and at no additional charge;
- Service Provider will offer health plan coverage to assigned workers (and their dependents) that complies with the ACA's minimum value and affordability requirements and, during the term of their staffing Service Agreement; and
- In addition to any existing indemnification obligations set forth in Article 20, herein, Service Provider agrees to reimburse DCSD for any penalty or tax imposed against DCSD with respect to any assigned worker, and to indemnify and hold harmless DCSD against all liabilities, penalties and fees that may be imposed upon DCSD, under Internal Revenue Code Section 4980H(a) or (b); *provided* that DCSD will provide prompt notice to Service Provider of its receipt of any notice of assessment of penalty or taxes under Code Section 4980H and Service Provider will cooperate fully with DCSD in contesting such assessment and accepting responsibility for its assigned workers.

ARTICLE 9**RESPONSIBILITY FOR SERVICES**

9.1 In the performance of this Service Agreement, the Service Provider warrants that it shall consistently render its best efforts and shall exercise that degree of skill and care which others would exercise in like circumstances and that its Services will be performed without errors or omissions. Service Provider shall be responsible for the accuracy of its Services and any error and/or omission made by the Service Provider in any work under this Service Agreement. Services performed by the Service Provider shall be subject to review and acceptance in stages as required by the DCSD. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at Service Provider's own expense, any errors in the S.

9.2 If Services performed by the Service Provider fail to meet the standards set forth in Paragraph 9.1, the DCSD may elect to have the Service Provider re-perform, or cause to be re-performed, at no cost to the DCSD any of the Services which fail to meet said standards where: (i) such failure appears during the performance of the Service Provider's Services or within one year from the date of completion of the Service Provider's Services, and (ii) the DCSD notifies Service Provider of any such failure within sixty (60) days of the time that the failure becomes apparent. This Paragraph 9.2 shall not be interpreted to limit the right of the DCSD to pursue and obtain any and all other remedies against the Service Provider at law or in equity.

9.3 Service Provider warrants that any goods to be produced to or delivered to DCSD during the course and scope of work for this Program will be of merchantable quality, free from defects in materials and workmanship.

9.4 DCSD acknowledges that the Service Provider shall be entitled to rely on the accuracy and currency of information supplied by the DCSD or by any of the DCSD's contractors or consultants, or available from generally accepted reputable sources.

9.5 DCSD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 10**OWNERSHIP OF WORK PRODUCT**

10.1 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed, created, procured or requested by the Service Provider in connection with its performance under this Service Agreement (the "Information") shall be the property of the DCSD. In entering into this Service Agreement, the Service Provider hereby transfers to the DCSD all rights, title, and interest, including the copyright, in and to the Information.

10.2 Any reports, recommendations, estimates, specifications, drawings, technical data, sketches, computer software, and all other information developed by equipment vendors or other third parties that relate to the Program shall be the property of the DCSD. This provision shall not act to transfer rights of DCSDs of standard software or specification packages for which copyright is retained by the developer.

10.3 All original technical data, evaluations, reports and other work product of the Service Provider shall be delivered to the DCSD upon the completion, cancellation or termination of Services under this Service Agreement within three (3) business days of such completion, cancellation or termination. The Service Provider may retain one (1) copy of all documents produced by the Contractor for its permanent file.

ARTICLE 11**ACCOUNTING AND RECORDS**

11.1 The Service Provider shall maintain a system of accounting and record keeping for all Services. Further, the Service Provider will allow the DCSD's inspection of necessary supporting receipts and documentation for audit purposes for a period of six (6) years after completion of Services provided under this Service Agreement.

ARTICLE 12**COMPLIANCE WITH LAWS**

12.1 The Service Provider shall comply with all federal, state and local laws, regulations, ordinances, and DeKalb County Board of Education policies that are in any way applicable to the performance of its Services under this Service Agreement including but not limited to laws governing health, safety, the protection or preservation of the environment, and occupational licensing.

ARTICLE 13**EQUAL EMPLOYMENT OPPORTUNITY**

13.1 The Service Provider will not discriminate against any worker, employee or applicant for employment because of race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. The Service Provider will take affirmative action to ensure that applicants are employed, and that workers are treated during employment, without regard to their race, color, religion, sex, national origin, age, citizenship status, veteran status, sexual orientation or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 14**CONTINGENCY FEES**

14.1 The Service Provider represents that it has not employed and shall not employ any person other than its own principals and employees to solicit this Service Agreement or any contract with the DCSD, and that it has not and shall not pay any person other than its own principals and employees any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Service Agreement or any other contract with the DCSD

ARTICLE 15**SUBCONTRACTORS**

15.1 Service Provider shall manage all work and Services performed under this Service Agreement. Upon the DCSD's prior written consent, the Service Provider may subcontract all or part of the Services to be provided. In such event, the rights and obligations of the Service Provider and the DCSD will not be diminished.

15.2 All of the Service Provider's Subcontractors shall be directly responsible to Service Provider and shall be under the Service Provider's direct supervision. The Service Provider shall be as fully responsible and accountable to the DCSD for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by Subcontractors in the performance of Services under this Service Agreement as the Service Provider is for the acts and omissions of persons it directly employs. Other than the DCSD being a third-party beneficiary to any Service Agreement between the Service Provider and its Subcontractors, no other contractual relationship between DCSD and any subcontractor is created by any provision contained in this Service Agreement.

15.3 If the Service Provider utilizes Subcontractor(s) with respect to this Service Agreement then the Service Provider will require Subcontractor(s) to comply with all terms and conditions of this Service Agreement including, but not limited to the insurance requirements. The Contractor shall require all Subcontractors to supply a certificate of insurance as required herein before the Subcontractor commences any work.

ARTICLE 16**SUCCESSORS AND ASSIGNS**

The Service Provider shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the DCSD. Subject to the provisions of the immediately preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

ARTICLE 17**INSURANCE**

17.1 The Service Provider and all Subcontractors shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Service Agreement. Prior to the date the Service Provider signs this Service Agreement, the Service Provider shall provide the DCSD with (i) an endorsement from the insurer naming the DeKalb County School District and The DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the DCSD requests.

17.2 If the Service Provider is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverages specified below or the joint venture will be a named insured under each respective policy specified.

17.3 The insurance requirements of this Service Agreement are:

Type of Insurance	Coverage Limits
Workers Compensation	\$1,000,000
Employer's Liability	\$1,000,000 annual aggregate
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Professional Liability	
Umbrella or Excess Insurance	

17.4 The Service Provider waives all rights, including rights of subrogation, against the DCSD and its respective directors, officers, partners, Board Members, officials, agents, insurers, subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Work.

17.5 Certificates of Insurance must be executed with the following provisions:

- Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Service Agreement;
- Certificates to contain the project number, location of property, name of property and operations information to which the insurance applies;
- Certificates are to be issued to:

DeKalb County School District
DeKalb County Board of Education
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083

Attention: Risk Management Department

- (d) Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the DCSD.
- (e) Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

ARTICLE 18

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

18.1 The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DCSD Contracts for physical performance of services (i.e. public works contracts).

18.2 Service Provider's compliance is set forth in Exhibit "B". The Service Provider warrants and represents that evidence of the Service Provider and their subcontractor(s)' compliance by completing the following forms is included in Exhibit "B" and incorporated herein as reference:

- (a) Immigration and Security Certification
- (b) Contractor Affidavit
- (c) Subcontractor Affidavit
- (d) Sub-Subcontractor Affidavit

ARTICLE 19

TERMINATION FOR CAUSE

19.1 Either Party hereto may terminate this Service Agreement upon giving seven (7) days prior written notice to the other Party in the event that such other Party substantially fails to perform its material obligations set forth herein. Any Party seeking to terminate this Service Agreement for cause shall, as a condition precedent to the termination of this Service Agreement, provide the other Party written notice specifically describing its failure to perform its material obligations and allow that Party thirty (30) days after receipt of the notice in which to cure any performance deficiency.

ARTICLE 20

INDEMNIFICATION

20.1 The Service Provider agrees to hold harmless and indemnify the DCSD, its Board, officers, employees and representatives (herein "Released Parties") from and against any and all liability, claims, actions, causes of action, losses, damages, demands, suits, judgments, costs and expenses arising out of bodily injury (including death) to persons, damage to property, or financial loss, including, but not limited to, any and all costs, expenses, legal fees and liabilities, incurred in and about investigation, defense or prosecution thereof, to the extent caused in whole or in part by a negligent act, error or omission of the Service Provider or any subcontractor(s), or as a result of defective Services under this Service Agreement.

20.2 The Service Provider further agrees to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the Service Provider from events over which the Released Parties exercise no control. The Service Provider further agrees to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of DCSD's performance under this Service Agreement.

ARTICLE 21**AGREEMENT ADMINISTRATION**

21.1 DCSD and the Service Provider have each appointed certain individuals whose names and phone numbers appear in Article 1 to be their respective representatives in the administration and performance of this Service Agreement. The DCSD's representative shall have no power or authority to change this Service Agreement, or to execute or agree to any change orders. The DCSD may change its representative or declare a designee by written notice to the Service Provider.

21.2 To be binding against the DCSD, and as a condition precedent thereto, any addition, deletion or modification to the terms of this Service Agreement must be in writing and signed by the DCSD. The Service Provider acknowledges that the DCSD does not, and will not be deemed to, waive this condition precedent under any circumstances.

21.3 Failure of the DCSD or the Service Provider to insist in any one or more instances on performance of any of the terms and conditions of this Service Agreement, or to exercise any right or privilege contained in this Service Agreement or the waiver of any breach of the terms and conditions of this Service Agreement, shall not be considered as creating or constituting a waiver of any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect.

21.4 The Service Provider and the DCSD will adhere to all applicable health and safety laws, rules and regulations including Occupational Safety and Health Administration's ("OSHA") Rules and Regulations effective at the time the work was performed.

21.5 This Service Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 22**PUBLIC RECORDS**

22.1 The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

ARTICLE 23**FORCE MAJEURE**

23.1 The Service Provider will not be responsible or liable in any way for delay or failure to perform its obligations under this Service Agreement during any period which performance is prevented or hindered by conditions reasonably beyond its control, acts of God, fire, flood, and other unusually adverse weather conditions, war, embargo, explosions, riots, laws, rules, regulations and order of any governmental authority.

ARTICLE 24**CAPTIONS**

24.1 The headings in this Service Agreement are for the convenience of the Parties hereto and shall in no way affect the construction or interpretation of this Service Agreement or any part hereof.

ARTICLE 25**ENTIRE SERVICE AGREEMENT**

25.1 This Service Agreement constitutes the entire and exclusive Service Agreement between the Parties with reference to the Services and supersedes any and all prior communications, discussions, negotiations, understandings, or Service Agreements. This Service Agreement may be amended only by a writing signed by both the DCSD and the Service Provider. The signature of Service Provider below, represents to DCSD that he/she is duly authorized to execute and deliver this Service Agreement on behalf of Service Provider.

ARTICLE 26**MISCELLANEOUS**

c. 26.1 Unless otherwise expressly provided to the contrary in this Service Agreement, the term "day" shall mean calendar day.

d. 26.2 Any claim, dispute or other matter in question arising out of or related to this Service Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Service Provider's services, the Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The DCSD and Service Provider shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other Party to this Service Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a civil action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by Service Agreement of the parties or a court order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Program is located, unless another location is mutually agreed upon. Subject to the express approval of the DeKalb County Board of Education, agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

e. 26.3 The exclusive venue for any civil action arising out of or related to this Service Agreement shall be in the federal, superior, or state courts of DeKalb County, Georgia. If any civil action is instituted to interpret, enforce or rescind this Service Agreement, the prevailing party in such lawsuit shall be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, incurred in connection with the lawsuit.

f. 26.4 If any provision of this Service Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Service Agreement or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Service Agreement shall be valid and enforced to the fullest extent permitted by law.

g. 26.5 This Service Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Service Agreement. A scanned or photocopy of an original signature shall be deemed an original for purposes of this Service Agreement.

26.6 Service Provider, and all personnel of Service Provider, agree to a background check. The Service Provider, and all personnel of Contractor, shall undergo the same criminal background check, within the last 365 days, as required by DCSD employees. Such background checks will be performed by DCSD at the expense of the Service Provider. Additionally, any charges against the Service Provider, or personnel, may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from the record, treated as a "first offender" or dead docketed. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that the personnel named in the check result, not provide services to DCSD premises. Any failure of the Service Provider, or personnel, to obtain a criminal records background check through DCSD, as stated herein, may result in termination of any resulting contract between Service Provider and DCSD. Confirmation of background checks must be submitted in writing prior to commencement of any services to DCSD to: Ms. Carla Smith, Purchasing Manager III, DeKalb County School District, 1701 Mountain Industrial Boulevard, Stone Mountain, Georgia, 30083.

26.7 Service Provider shall obtain prior written approval from DCSD's Department of Communications before the distribution of any news, press release or any marketing materials, by Service Provider, which mentions DCSD, DeKalb County Board of Education, or any of the schools or centers within DCSD, or uses DCSD's logo or trademark. All requests for prior written approval shall be sent to: Communications Department, DeKalb County School District, 1701 Mountain Industrial Blvd., Stone Mountain, Georgia, 30083.

IN WITNESS WHEREOF, the DCSD and the Service Provider, agreeing to the above terms and conditions and intending to be legally bound and each acting through persons duly authorized, have placed their signatures on duplicate original copies of this Service Agreement.

DCSD:

DEKALB COUNTY SCHOOL DISTRICT

SERVICE PROVIDER:

By: _____
[Signature]By: _____
[Signature] [SEAL]

Dr. Devon Horton, Superintendent

Print Name: _____

Title: _____

1701 Mountain Industrial Blvd
Stone Mountain, GA 30083_____
Address_____
[Date of Execution]_____
[Date of Execution]

EXHIBIT "A"

DeKalb County School District RFP No. 24-564

For

HVAC Repair and Installation Services

EXHIBIT "B"

Service Provider's Proposal including pricing
and any applicable Scope of Services
and any applicable Payment and Payment Terms Schedule
attached except that objections or amendments by the
Service Provider that have not been explicitly accepted by DCSD in Writing In this Service
Agreement and Contract shall not be included in the Contract Documents Or this
Service Agreement and shall be given no weight or consideration

EXHIBIT "C"

DeKalb County Board of Education Directive

Signed by the Superintendent and dated _____

EXHIBIT "D"

Notice of Award Letter Dated _____

END OF EXHIBITS

Attachment K

RFP 24-564 HVAC Repair and Installation Services

SIGNATURE PAGE

I certify that I have read this RFP document in its entirety and agree to conform to and comply with the terms, conditions and requirements of this RFP. I also certify that I am a duly appointed official of the offering company with the authority to authorize and engage this RFP submittal. Further, I certify that the contents of the response to this RFP are true, accurate and complete.

Printed Name/Engaging Authorized
Company Official

Position/Title

Offeror's Company Name

Signature/Engaging Authorized
Company Official

E-mail address

Telephone Number

Date

END OF RFP