



HERNANDO
SCHOOL DISTRICT

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REQUEST FOR QUALIFICATIONS
9009-3100-2201
For Continuing Commissioning Services

Hernando County School District
Brooksville, Florida

**REQUEST FOR QUALIFICATIONS
FOR
CONTINUING ENGINEERING SERVICES
TABLE OF CONTENTS**

ANNOUNCEMENT

I. GENERAL INFORMATION

- A. Description
- B. Minimum Qualifications
- C. Scope of Services
- D. Selection Process

II. SUBMITTAL REQUIREMENTS

- A. Submittal Information
- B. Schedule for RFQ Process
- C. General Information
- D. Documents

III. EVALUATION CRITERIA

- A. Firm Qualifications and Capabilities
- B. Staff Qualifications
- C. Prior Experience and Performance
- D. Project Approach
- E. Work Location

APPENDICES

- Appendix A: Submittal Evaluation Form (to be completed by Jury Panel)
- Appendix B: Sample Standard Form of Agreement Between Owner and Consultant (AIA C103-2015) Incorporated by reference
Sample HCSD Standard Addendum to Agreements
Consultant's Insurance Requirements
- Appendix C: Commissioning Discipline Declaration
- Appendix D: Scope of Services

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ANNOUNCEMENT
REQUEST FOR QUALIFICATIONS FOR
Continuing Commissioning Services
Hernando County School Board

RFQ 9009-3100-2201

The Hernando County School Board ("HCSB"), Brooksville, Florida, invites qualified firms to submit a letter of interest and supporting documentation relating to professional CONTINUING COMMISSIONING SERVICES for miscellaneous projects to be awarded on an ongoing basis. Qualifications are requested for services as follows: **Building Envelope, Electrical & Lighting Controls, Fire Alarm, Fire Sprinkler, Generator, HVAC & Building Controls and Plumbing Systems.** Awarded firms will execute an AIA Standard Form of Agreement between Owner and Consultant (AIA C103-2015) for continuing services. Projects assigned under this Agreement will be limited to those for professional services for which the fee for each individual study under the contract does not exceed \$500,000 in accordance with F.S. 287.055.

Submittals must be received before **10:00 AM on Friday, September 16th, 2022** at the Facilities & Construction Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050). **Late submittals will not be considered.** It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.

Submittal Requirements and information related to this RFQ are available on the Public Purchase website, including the Sample Architect-Engineer Agreement for Continuing Services and the associated Terms and Conditions. Interested respondents are **required** to register, free of charge, by visiting: www.publicpurchase.com.

**REQUEST FOR QUALIFICATIONS
CONTINUING COMMISSIONING SERVICES
HERNANDO COUNTY SCHOOL DISTRICT**

I. GENERAL INFORMATION

A. DESCRIPTION

1. Hernando County School Board (HCSB) seeks qualifications from Professional Consultants **duly qualified as professional commissioning firms with prior related public K-12 experience** to provide **commissioning services throughout the District, as required and directed by the District, on various projects.**
2. Existing continuing service agreements for commissioning shall be terminated upon approval of new agreements pursuant to this solicitation. Firms currently under contract must reapply to be considered for these services.
3. Submittals will be evaluated by the Professional Services Advisory Committee (PASC) and judged according to the criteria described herein. Qualified Firms will be awarded a Continuing Service Agreement. The initial term of the Agreement will be two (2) years with the option for one (1) renewal for a two (2) year period, contingent upon mutual agreement.
4. Individual projects will be awarded on an as-needed basis and executed under the AIA Standard Form of Agreement between Owner and Consultant (AIA C103-2015) and the associated Terms and Conditions, Insurance Requirements, sample forms included in Appendix B.
5. Selected firms will provide Commissioning services on an on-call basis for projects throughout Hernando County. The individual projects assigned under this Agreement will be limited to those for consulting services for which the fee does not exceed \$500,000 in accordance with Florida Statute 287.055 (2) g.

B. MINIMUM QUALIFICATIONS

Respondents must meet minimum qualifications in order to receive consideration. Respondents shall, at a minimum:

1. Be properly licensed in the State of Florida to provide professional commissioning services.
2. Have been in business operating within the State of Florida for a minimum of three (3) consecutive years under the current name and providing the services advertised under this RFQ.
3. Have successfully completed at least five (5) projects acting as the commissioning consultant for projects ranging up to \$4 million in value.
4. May not be disqualified by Florida Statute 287.133 (2) (a), which states as follows:
"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

C. SCOPE OF SERVICES

The scope of services for assigned projects may include, but are not limited to, those described in the attached **Appendix D “Scope of Services”** and as further defined by AIA Standard Agreement between the Owner and Consultant. Services to be provided under the agreement are restricted to the awarded discipline(s) only. The number of phases and associated deliverables will be determined according to individual project needs. A minimum of three firms are anticipated to be selected for each of the following commissioning disciplines/categories:

Building Envelope
Electrical & Lighting Controls
Fire Alarms
Fire Sprinklers
Generators
HVAC & Building Controls
Plumbing Systems

D. SELECTION PROCESS

1. The selection of consultants will be conducted in two stages in accordance with the Florida Statutes, 287.055, as follows:
 - a. Submittals will be screened and scored. Firms will be ranked within each discipline as indicated on the Commissioning Discipline Declaration form provided in **Appendix C**. The firm will receive one overall score which will be used for ranking within each discipline they select. Firms ranked the highest (within each discipline) will be awarded continuing service agreements (AIA C103-2015). It is anticipated that no fewer than three (3) firms will be selected within each discipline to enter into an agreement, however HCSD reserves the right to limit or increase the total number of awardees in any discipline.
 - b. At such time as an awarded firm is being considered for an individual Project Assignment, firms will be invited to discuss their qualifications either in person or by telephone.
2. Award of an agreement does not guarantee that any number or any particular type of project will be assigned to the awarded firm. The Owner reserves the right in its sole discretion to select the projects, if any, to be assigned.

II. SUBMITTAL REQUIREMENTS

A. SUBMITTAL INFORMATION

Due Date & Time: **Friday, September 16th, 2022 at 10:00 AM**

Copies: **Three (3) bound hard copies and one (1) .pdf copy on portable media**

Address: **Submit to: Facilities & Construction Dept., 8016 Mobley Rd,
Brooksville, FL 34601**

Comments: **Late submittals will not be considered. It is the responsibility of the Respondent to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.**

Contact:

**Brian Ragan, Facilities & Construction Department
Hernando County School District
Ragan_b@hcsb.k12.fl.us
352-797-7050**

B. SCHEDULE FOR RFQ PROCESS

The schedule is as follows:

Advertisement	August 15 – September 6, 2022
Final Date for Respondent Questions	September 6, 2022
Due Date for HCSB Responses	September 9, 2022
Submittals Due	September 16, 2022 at 10:00 AM
Selection Posted	September 23, 2022
Agreements Distributed to Awardees	TBD, approximately September 26, 2022
School Board Award of Contracts	TBD tentative October Board Meeting

The above schedule is tentative. Revisions will be issued in a timely manner. Information related to this RFQ, including the schedule, will be distributed via the HCSB Public Purchase web page.

Respondents are required to register on www.publicpurchase.com to receive information related to this RFQ.

C. GENERAL INFORMATION

1. Changes and Clarifications:
Changes and clarifications to this RFQ will be issued by addenda. Addenda will be distributed via www.publicpurchase.com.

Respondents may enter questions at any time prior to the date listed in paragraph II.B. All questions must be entered into www.publicpurchase.com and HCSB will respond accordingly.

It is the respondent's responsibility to log in and check for updated information.

2. Conditions of this RFQ:
All respondents accept the following conditions:
 - a. All submittals shall become the property of HCSB and will not be returned.
 - b. Late submittals will not be evaluated.
 - c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets, as defined by F.S, and financial statements may be exempt from disclosure. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.
 - d. HCSB reserves the right to reject any or all proposals if deemed unresponsive to this RFQ or for failure to disclose requested information.
 - e. HCSB shall not be liable for costs incurred by respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.
 - f. By responding to this RFQ, the respondents acknowledge that they have carefully reviewed the entire RFQ, including appendices and addenda, and furthermore specifically agrees that the Architect-Engineers Agreement and the associated Terms and Conditions are expressly acceptable without reservation.
 - g. HCSB reserves the right, without invalidating the respondent's submittal, to request clarification of the information provided.

D. DOCUMENTS

Submittals must comply with the following requirements 1-5. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the cover letter.
2. Each submittal is to be accompanied by a Letter of Interest addressed to the Facilities Operations Department.
3. The submittal is to be no more than 25 double-sided 8 ½" x 11" sized pages in portrait orientation, minimum font size 10 point, permanently bound with spiral or plastic binder. Page count excludes Appendix C, covers, cover page, backings, cover letter or any tabs.
4. Submittal shall be formatted and tabbed in the exact form and numeric sequence stated herein.
5. Response to all items shall be complete.
6. Submittal to include a completed and signed Appendix C "Commissioning Discipline Declaration" attached to the Letter of Interest. **Submittals that do not have this form completed will not be scored.**

III. EVALUATION CRITERIA

Submittals will be evaluated and scored according to the Evaluation Form provided in Appendix A.

It is the intent of HCSB to select firms who have prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ document. The following must be submitted (in order by Tab) and are elements that will be used to evaluate each respondent's qualifications.

TAB 01 – FIRM QUALIFICATIONS AND CAPABILITIES

Provide a brief overview of the firm's qualifications and experience related to educational projects or projects performed in a similar environment.

Describe the organization and size of the firm. Establish the lines of authority and communication. Organizational chart may be included.

Provide a copy of the current Annual corporate commissioning certification from a nationally recognized commissioning organization (i.e., BCA, ACG, ASHRAE).

Describe the firm's in-house capabilities, specifically with regard to experience acting as **Commissioning Consultant**.

Establish whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

TAB 02 – STAFF QUALIFICATIONS

Identify the Principals, project management staff, and other key staff.

Provide a brief overview of the individual staff qualifications and relevant experience related to educational commissioning projects or projects performed in a similar environment.

Present unique qualifications, certifications or knowledge that staff may offer, for example familiarity and/or certification with a recognized green building rating organization, expertise in modeling

software, commissioning certifications, etc.

Highlight unique projects or similar projects where key staff has participated as the commissioning agent whether under the firm's employ or other employ. If not completed as an employee of the submitting firm please indicate so.

TAB 03 – PRIOR EXPERIENCE AND PERFORMANCE

Present relevant projects, including information related to the complexity, project cost and schedule, specifically focusing on projects with occupied campuses or in similar environments.

Demonstrate success on past projects. Testimonials and similar documentation may be provided.

Provide the names and current contact information for a minimum of three (3) Owner references for completed or ongoing projects, preferably public K-12 educational projects.

TAB 04 – PROJECT APPROACH

Describe the firm's policies and procedures with regard to project implementation:

Present a plan for setting forth the program for implementing and carrying out the required services to include project planning, performing assessment/investigative work, project status reporting and phased reporting services.

Procedure for investigating existing conditions for pre-commissioning

Ability to review design documents for future maintenance coordination, energy efficiency, owners objective for the project, including the work of sub- consultants, so as to avoid delays to the project.

Describe the firm's policies and procedures with regard to Communication and Reporting:

Describe the firm's policies and procedures with regard to Communication and Reporting: Ability to produce detailed meeting minutes and field reports. **Provide examples including a sample pages from a commissioning report from a similar project (i.e. A K-12 school).**

Describe how the proposed organizational structure will insure orderly communications, distribution of information, effective coordination of activities and accountability

Describe the firm's policies and procedures for project close-out and communicating deficiencies and findings to the owner, engineer and contractor. Describe follow-up procedures through final completion

TAB 05 – WORK LOCATION

Describe where the firm's office(s) are located and where reports and project documents will be produced.

Describe how the proximity of the firm's office may affect construction administration tasks and coordination with the HCSB project manager. Indicate any principals or employees who are residents of Hernando County or any Hernando County presence the firm may have.

Appendix A

HERNANDO COUNTY SCHOOL DISTRICT SUBMITTAL EVALUATION FORM CONTINUING COMMISSIONING SERVICES

QUALIFICATION BASED SELECTION

Evaluator #: _____ Date: _____
Name of Firm: _____
RFQ # 9009-3100-2201 _____

SCORE:

Weight² x Rating³ = Score

1. FIRM QUALIFICATIONS AND CAPABILITIES¹

- | | | | | | |
|--|----|---|-------|---|-------|
| <input type="checkbox"/> Experience with educational or similar projects | 15 | x | _____ | = | _____ |
| <input type="checkbox"/> Organizational structure & established lines of communication | 15 | x | _____ | = | _____ |
| <input type="checkbox"/> Documented experience as a Commissioning Consultant | 15 | x | _____ | = | _____ |

2. STAFF QUALIFICATIONS¹

- | | | | | | |
|--|----|---|-------|---|-------|
| <input type="checkbox"/> Qualifications and relevant individual experience. | 10 | x | _____ | = | _____ |
| <input type="checkbox"/> Unique knowledge & abilities of staff. | 15 | x | _____ | = | _____ |
| <input type="checkbox"/> Staff experience with similar commissioning projects. | 10 | x | _____ | = | _____ |

3. PRIOR EXPERIENCE AND PERFORMANCE¹

- | | | | | | |
|---|----|---|-------|---|-------|
| <input type="checkbox"/> Three examples of successful projects. | 15 | x | _____ | = | _____ |
| <input type="checkbox"/> Demonstrated success on past projects. | 10 | x | _____ | = | _____ |
| <input type="checkbox"/> Owner References. | 10 | x | _____ | = | _____ |

4. PROJECT APPROACH¹

- | | | | | | |
|---|----|---|-------|---|-------|
| <input type="checkbox"/> Plan for project implementation. | 10 | x | _____ | = | _____ |
| <input type="checkbox"/> Method for pre-commissioning. | 10 | x | _____ | = | _____ |
| <input type="checkbox"/> Communication and Reporting proficiency. | 10 | x | _____ | = | _____ |
| <input type="checkbox"/> Ability to review documents for energy savings and maintenance | 10 | x | _____ | = | _____ |
| <input type="checkbox"/> Approach to project closeout | 10 | x | _____ | = | _____ |

5. WORK LOCATION¹

- | | | | | | |
|--|----|---|-------|---|-------|
| <input type="checkbox"/> Proximity of firm & availability to Hernando County | 10 | x | _____ | = | _____ |
|--|----|---|-------|---|-------|

TOTAL SCORE: _____⁴

NOTES:

- Criteria:** Evaluator will review all information presented, including unique characteristics and abilities, in order to rate the firm's qualifications in each category.
- Weights:** Weights are assigned to establish the relative importance of the listed criteria.
- Ratings:** Evaluator will assess the strength of each firm's qualifications and assign a numerical rating of 1 to 5 with 5 being the highest rating. (Use whole numbers)
- Total Score:** Includes the sum of all criteria.

Appendix B
Contract Documents

Incorporated by reference is Standard Form of Agreement Between Owner and Consultant (AIA C103-2015)

Sample HCSD Standard Addendum to Agreements (attached)

Hernando County School District Consultant's Insurance Requirements (attached)

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: _____

Title: _____

Date: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

A. GENERAL

1. The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage to State of Florida on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Owner and Facilities & Construction within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein and shall state whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

The following coverages shall be included in the CGL:

- a. Additional Insured status in favor of the Hernando County School Board
- b. The policy shall be endorsed to be **primary and non-contributory** with any insurance maintained by Additional Insureds.
- c. A waiver of Subrogation in favor of all Additional Insured parties.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos.

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000

HERNANDO COUNTY SCHOOL BOARD

CONSULTANT'S INSURANCE REQUIREMENTS

- b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE –

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the Owner and approved by the Facilities Operations. The policy, including claims made forms, shall remain in effect for the duration of this Agreement and for at least three years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by Architect/ Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$1,000,000	\$1,000,000
\$1,000,000 to \$4,999,999	\$1,000,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

Appendix C

Commissioning Discipline Declaration

Name of Firm _____

License No. _____

Address _____

On behalf of the above named firm I hereby request the Jury Panel to consider the firm for the commissioning disciplines indicated below.

- _____ **Building Envelope**
- _____ **Electrical & Lighting Controls**
- _____ **Fire Alarm**
- _____ **Fire Sprinkler**
- _____ **Generator**
- _____ **HVAC & Building Controls**
- _____ **Plumbing Systems**

Name and Title

Signature

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APPENDIX D SCOPE OF SERVICES

The Consultant shall provide the Hernando County School District with building systems commissioning and retro-commissioning for new, replacement and renovation projects as well as retro-commissioning for existing facilities in the selected and assigned discipline. Anticipated services may include, but are not limited to, the following:

COMMISSIONING SERVICES

Commissioning Services shall be provided in four (4) phases: Design, Construction, Acceptance, and Post-Acceptance, in accordance with a recognized industry standard for the item(s) being commissioned.

Design Phase:

During the Design Phase, the Consultant shall perform the following Scope of Services:

1. Review the design documents (drawings and specifications) as they are prepared to verify inclusion of material covering the contractor's responsibilities for commissioning; provide comments and suggestions for designer and owners consideration.
2. Review the ability for maintenance to be properly provided for the equipment.
3. Provide comments regarding potential optimization strategies for the HVAC and Building Automation Systems (BAS) to potentially increase energy efficiency without sacrificing comfort. (HVAC discipline only)
4. Provide design review comments in a format for the architectural/engineering (A/E) team to be able to provide a response.
5. Perform a back check of the Design Review Comments in the Conformed Drawing Set.
6. Follow up meetings, as required.
7. Create or update the Commissioning Specifications for the project.
8. Assist in updating the Owner's Project Requirements.
9. Provide a Commissioning Plan specific to the project.

Construction Phase:

During the Construction Phase, the Consultant shall perform the following Scope of Services:

1. Organize and lead the commissioning team.
2. Review shop drawings and equipment submittals, concurrent with the A/E, for

information affecting the commissioning process.

3. Update the commissioning plan to reflect equipment and controls data from the submittals, and provide commissioning schedule information that the contractor can integrate into the project schedule.

4. Schedule and lead commissioning meetings.

5. Establish and maintain a system for tracking issues needing resolution.

6. Review the project schedule periodically to verify commissioning activities are properly incorporated; provide feedback to the Designer and Owner as needed. Coordinate with Contractor and Owner to ensure commissioning activities are incorporated into the project schedule.

7. Perform on-site observations during construction.

8. Develop component verification checklists for the equipment being commissioned.

9. Monitor correct component and equipment installation; including controls point-to-point checkouts. Document all observations.

10. Witness equipment and system start-ups as deemed necessary. Ensure complete documentation of same.

11. Develop Functional Performance Tests specific to the project.

Acceptance Phase:

During the Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.

2. Review the Graphical User Interface with the testing process to verify that the Facilities interface to the system is correct (as applicable). Review operation of systems software, controls, etc. for proper functionality and compatibility.

Post-Acceptance Phase:

During the Post-Acceptance Phase, the Consultant shall perform the following Scope of Services:

1. Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.

2. Verify that ALL controls operate the systems as required by the Contract Documents.

3. Prepare and submit a Final Commissioning Report.
4. Prepare a Systems Manual in accordance with ASHRAE Guideline 1.4-2019 for applicable systems.
5. Provide follow-up for quality performance during the guarantee period. Return to the site with staff at 10-11 months into the warranty period and review the current operating conditions and any outstanding issues.

RETRO-COMMISSIONING SERVICES:

Retro-Commissioning methodology is in general conformance with ASHRAE Guideline 0.2-2015. The scope of the Retro-Commissioning (RCx) includes HVAC Systems and related temperature controls or may include other systems as assigned by the Owner.

1. Review existing building and equipment information provided by the Owner, including as-built construction documents, control drawings and equipment submittals for the systems to be retro-commissioned under this contract; to assist in gaining a better understanding of the existing installations and systems operations in the field. In addition, review utility usage, trend logs and test and balance reports if readily available.

2. Conduct a Project “Kick-off” meeting with Owner’s personnel. During the meeting, define roles and responsibilities, the scope of work, schedule and current facility requirements. The meeting should include developing and communicating the objectives of this RCx project and also include the following:

- 2.1. Perform a preliminary walk-thru of the building.

- 2.2. Conduct interviews with operation and maintenance personnel responsible for the respective systems.

- 2.3. Discuss the financial metrics for the analysis.

3. Conduct a review of the existing systems while concentrating on improving the operation of the existing facilities. This includes a review of the BAS with particular attention to the systems in the project scope for HVAC assignments.

4. Review of potential utility incentives that could be utilized by any of the Facility Improvement Measures.

5. Conduct an assessment of current operation practices. The operations assessment shall look at control strategies, sequences of operation, set points, and schedules. The operations assessment shall also look at whether these practices properly integrate with the needs of the current building occupancy and usage. Consultant must have a complete understanding of the required sequence of operations for the school/site and its unique operations.

6. Create Tactical Functional Performance Tests, as needed, for the different systems.

7. Utilize the controls programming, not just the graphics, to review the operation of

the system and look for items that can potentially be optimized.

8. Perform calibration checks for sensors as well as performance of valve and damper actuators. Sensors that are utilized to control the logic are deemed as a required calibration check. Other sensors shall be sampled.

9. Available BAS data, relevant to the systems in the project scope, shall be analyzed.

10. Perform on-site Retro-Commissioning to the systems in the scope.

11. Provide Testing Services via a qualified (AABC or NEBB) Test and Balance subcontractor for applicable disciplines.

12. Generate a report of the findings and potential Facility Improvement Measures.

13. Develop a Draft RCx Report and submit for review by the Owner.

14. Conduct a review meeting to discuss any questions and/or comments related to the report.

15. Submit a final RCx Report; one (1) electronic copy.

16. Implementation of items may be handled under a separate project.