

# W.W. GAY

MECHANICAL CONTRACTOR, INC.

February 7, 2025  
Attention: Mr. Joshua Goff

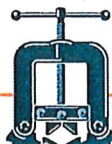
## Clay County School Board

900 Walnut Street, Green Cove Springs, FL 32043  
Re: Tynes Elementary School Cafeteria/Kitchen HVAC Replacement  
Quote number: TW-24-172  
SJCSD HVAC Service, Maintenance, Repair and Installation ITB 2024-006

We are pleased to provide you with our bid scope and pricing for the above-referenced project.

### INCLUSIONS:

- ✓ Relocate Condensers from yard to rear of cafeteria/kitchen.
- ✓ Repipe Condensers serving cafeteria (under sidewalk).
- ✓ Provide HVAC split systems 77 ½ tons total.
- ✓ HVAC High Voltage Electrical tie-ins/relocate condensers.
- ✓ HVAC High Voltage Electrical Tie-ins AHUs/VFDs (5) ea.
- ✓ HVAC Low Voltage Controls Upgrade KMC per CCSB specifications.
- ✓ Sheetmetal Contracting services (5) AHU connections (supply, return, outside air).
- ✓ Thermal Insulation contracting services (piping and duct).
- ✓ Fencing Contracting services.
- ✓ Installation of new Trane DX Split systems that serve the kitchen (30 tons).
- ✓ Installation of new Trane DX Split systems that serve the cafeteria (47 ½ tons).
- ✓ Repipe ALL condensers from Air Handling Units (5).
- ✓ General Construction services required for pour in place concrete pads for condensers (extension/level).
- ✓ General Construction services required for removal and replacement of sidewalk.
- ✓ Fabricate and install refrigerant piping to connect new equipment located in mechanical rooms.
- ✓ Insulate new piping with closed cell rubber insulation (Armaflex).
- ✓ Paint closed cell rubber insulation with UV protection (exposed).
- ✓ Plumbing materials for tie-in of condensate drains.
- ✓ Any rental equipment needed for repair/replacement.
- ✓ All consumables that are required for testing and replacing equipment.
- ✓ Perform and document proper start-up on new equipment.
- ✓ Test and Balance services of installed HVAC equipment.
- ✓ Price good for 30 days.



**EXCLUSIONS:**

- Any overtime/premium time.
- Any life safety equipment or upgrades.
- W.W. Gay Mechanical Contractors, Inc. excludes all abatement of any type and safety associated air monitoring. It shall be the owner's responsibility to ensure that all proper provisions for Abatement including but not limited to: Asbestos, Lead Paint, Hard Rock Removal and/or Unsuitable Soil removal/replacement has been performed and the facility is safe for occupancy and/or construction.

Anything NOT mentioned in the "Inclusions" section.

**WARRANTY:**

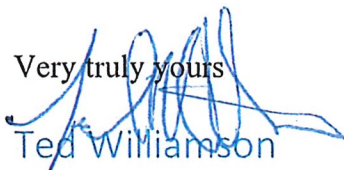
- ✓ 1 Year manufacturer warranty.
- ✓ 1 Year W.W. Gay labor and material warranty.

**JOB TERMS:**

- 1) Installation time is approximately 5 weeks.
- 2) Progress billing monthly.

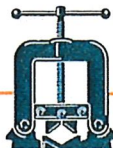
If you have any questions, please give me a call at (904) 394-7956.

Total: \$587,525.00

Very truly yours  


Ted Williamson  
HVAC Service Project Manager  
W. W. GAY MECHANICAL CONTRACTOR, INC.

Approval:
Signature: _____
Date: _____





### Agenda Item Details

Meeting	Apr 09, 2024 - REGULAR SCHOOL BOARD MEETING
Category	Q. Finance - Consent
Subject	19. Request for Approval of Bid #2024-006, HVAC Service, Maintenance, Repair, and Installation
Type	Action (Consent)
Goals	GF-4 Maximize Resources

#### Background Information:

The District's Maintenance department is responsible for the maintenance and upkeep of District facilities through various projects. Many of these projects require service, maintenance, repair, and installation of HVAC systems. Bids were requested for work on a time and material basis. Steven Cade, Director for Maintenance, has reviewed all bid responses and concurs with the recommendation.

#### Educational Impact:

This bid helps to provide an appropriate environment that is essential to the educational process.

#### Strategic Plan Impact:

Supports the District's Mission Statement by providing appropriate facilities to help students master all academic standards.

#### Fiscal Impact:

Funding for work performed under this bid is included in the budget of the Maintenance department.

#### Recommendation:

Approval of Bid #2024-006, HVAC Service, Maintenance, Repair, and Installation, for HVAC service and repair work to Weather Engineers, Mighty Air, Inc., Chiller Medic, Inc., RF Group LLC dba McGowan's Heating and Air Conditioning, B&G Refrigeration Company, Inc., Trane U.S., Inc., and W.W. Gay Mechanical Contractor, Inc.; and new HVAC installation to Weather Engineers, Mighty Air, Inc., Chiller Medic, Inc., B&G Refrigeration Company, Inc., Trane U.S., Inc., and W.W. Gay Mechanical Contractor, Inc., for manufacturers as listed on the tabulation sheet, for the period of May 13, 2024, through May 12, 2025.

#### Action Required:

Approval of the Superintendent's recommendation.

#### Drafted, reviewed and submitted by:

Patrick Snodgrass, CPSM, Director of Purchasing  
 Gretchen Saunders, Chief Financial Officer  
 Michael Degutis, Chief of Staff

Sincerely,

**Tim Forson**  
**Superintendent of Schools**

ITB2024-006 HVAC Service, Maintenance, Repair, and Installation April 2024.pdf (320 KB)

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

§



**Tim Forson**  
*Superintendent of Schools*

40 Orange Street  
St. Augustine, Florida 32084  
(904) 547-7500  
[www.stjohns.k12.fl.us](http://www.stjohns.k12.fl.us)

**SCHOOL BOARD**

Beverly Slough  
*District 1*

Anthony E. Coleman Sr.  
*District 2*

Jennifer Collins  
*District 3*

Kelly Barrera  
*District 4*

Patrick Canan  
*District 5*

**MEMORANDUM**

**TO:** Patrick Snodgrass, Director of Purchasing

**FROM:** Steven Cade, Director for Maintenance Services *me*

**DATE:** February 22, 2024

**SUBJECT:** ITB2024-006 HVAC Service, Maintenance, Repair, and Installation

I have reviewed the bid submittals and recommend that the bid be awarded for all items to the following bidders in the amounts listed on the bid tabulation sheet: Weather Engineers, Chiller Medic Inc., Trane U.S. Inc., Mighty Air Inc., B&G Refrigeration Company Inc., W.W. Gay Mechanical Contractor Inc., and McGowan's Heating and Air Conditioning. Awarding the bid to more than one vendor provides the District with options to provide services throughout the county. Additionally, it will permit the District to obtain more than one quote from vendors who have met the minimum requirements.

/mn

*The St. Johns County School District will inspire good character and a passion for lifelong learning  
in all students, creating educated and caring contributors to the world.*

	Weather Engineers	Mighty Air, Inc.	Chiller Medic, Inc.	RF Group LLC dba McGowan's Heating and Air Conditioning	B&G Refrigeration Company, Inc.	Trane U.S., Inc.	W.W. Gay Mechanical Contractor, Inc.
<b>HVAC Service and Repair</b>							
Standard Hourly Labor Rate for Journeyman	\$89.25	\$75.00	\$99.00	\$95.00	\$120.00	\$130.00	\$103.77
Standard Hourly Labor Rate for Helper	\$45.00	\$45.00	\$75.00	\$50.00	\$65.00	\$90.00	\$68.82
Non-Standard Hourly Labor Rate for Journeyman	\$110.00	\$105.00	\$150.00	\$145.00	\$180.00	\$195.00	\$133.62
Non-Standard Hourly Labor Rate for Helper	\$56.00	\$65.00	\$125.00	\$75.00	\$97.50	\$135.00	\$90.06
Percentage (%) Markup Over Cost for OEM Parts, Approved Substitutions and Other Materials	25%	20%	15%	25%	35%	25%	20%
<b>Parts and Materials for Subcontractors</b>							
Percentage (%) Markup Over Cost for OEM Parts, Approved Substitutions and Other Materials When Utilizing Approved Subcontractor	25%	20%	15%	20%	25%	25%	20%
<b>Factory Authorized for New HVAC Installation</b>							
Factory Authorized Agent for Bard	YES		YES		YES	YES	
Factory Authorized Agent for Carrier	YES	YES	YES		YES		YES
Factory Authorized Agent for Climate Master	YES						
Factory Authorized Agent for Daikin Applied	YES		YES				
Factory Authorized Agent for Lennox	YES				YES		
Factory Authorized Agent for Mitsubishi	YES	YES	YES		YES	YES	YES
Factory Authorized Agent for RUUD		YES			YES		
Factory Authorized Agent for Snyder General							
Factory Authorized Agent for Trane	YES	YES	YES		YES	YES	YES
Factory Authorized Agent for York	YES	YES	YES		YES		YES
<b>New HVAC Installation</b>							
Standard Hourly Labor Rate for Journeyman	\$89.25	\$75.00	\$99.00	\$85.00	\$120.00	\$130.00	\$103.77
Standard Hourly Labor Rate for Helper	\$45.00	\$45.00	\$75.00	\$60.00	\$65.00	\$90.00	\$68.82
Non-Standard Hourly Labor Rate for Journeyman	\$110.00	\$105.00	\$150.00	\$120.00	\$180.00	\$195.00	\$133.62
Non-Standard Hourly Labor Rate for Helper	\$56.00	\$65.00	\$125.00	\$90.00	\$97.50	\$135.00	\$90.06
Percentage Markup Over Cost for New HVAC	20%	20%	15%	20%	25%	20%	20%

Seven (7) responses received. Recommend award to Weather Engineers, Mighty Air, Inc., Chiller Medic, Inc., RF Group LLC dba McGowan's Heating and Air Conditioning, B&G Refrigeration Company, Inc., Trane U.S., Inc., and W.W. Gay Mechanical Contractor, Inc., for HVAC Service and Repair and Weather Engineers, Mighty Air, Inc., Chiller Medic, Inc., B&G Refrigeration Company, Inc., Trane U.S., Inc., and W.W. Gay Mechanical Contractor, Inc., for New HVAC Installation for manufacturers as listed on the tabulation sheet.

ORIGINAL

St. Johns County School District  
Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084



# INVITATION TO BID (ITB) REQUIRED RESPONSE FORM

BID NO.: 2024-006  
RELEASE DATE: January 12, 2024

**INVITATION TO BID TITLE: HVAC Service, Maintenance, Repair, and Installation**

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass  
Director of Purchasing  
(904) 547-8941  
patrick.snodgrass@stjohns.k12.fl.us

**BID DUE DATE AND TIME: February 13, 2024 @ 1:30 pm EST**  
**BID OPENING DATE AND TIME: February 13, 2024 @ 2:00 pm EST**

SUBMIT BID TO: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

BID OPENING LOCATION: Sebastian Administrative Annex  
Purchasing Department  
3015 Lewis Speedway, Building 5  
St. Augustine, FL 32084

**REQUIRED SUBMITTALS CHECKLIST** - Each submittal checked below is required for Bid to be considered.

- Literature     Specifications     Catalogs     Product Samples: See Special Conditions
- Debarment Form     Manufacturer's Certificate of Warranty
- Drug-Free Workplace Certification     List of References
- Certificate of Insurance: See Special Conditions     Division of Corporations Registration Requirements
- Additional submittals specific to this ITB may also be required – See Special Conditions for details

**BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED.**

Legal Name of Company (as registered in [www.sunbiz.org](http://www.sunbiz.org) or as registered in your state):

W.W. Gay Mechanical Contractor, Inc.

Address: 132 Masters Drive

City, State, Zip: St. Augustine, FL 32084

Federal Employer Identification Number (FEIN): 59-0977396

Florida Division of Corporation Document Number: \_\_\_\_\_

Signature of Owner or  
Authorized Officer/Agent

Telephone: 904-394-7952

Typed Name of Above: Matt Furlong / Vice President Preconstruction

FAX: \_\_\_\_\_

Email: mfurlong@wwgmc.com

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the Bidder, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

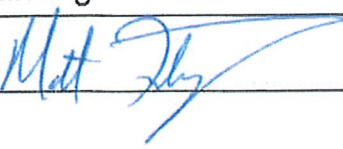
## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Firm <b>W.W. Gay Mechanical Contractor, Inc.</b>	PR/Award Number and/or Project Name <b>2024-006</b>
Printed Name <b>Matt Furlong</b>	Title of Authorized Representative <b>Vice President - Preconstruction</b>
Signature 	Date <b>February 13, 2024</b>

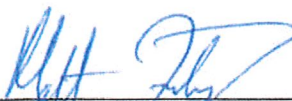


**DRUG FREE WORKPLACE CERTIFICATION FORM**

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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




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(Contractor's Signature)

Matt Furlong / Vice President Preconstruction

**CONTRACTOR'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**

(Must be completed & submitted with each competitive solicitation)

Name of Contractor: W.W. Gay Mechanical Contractor, Inc.

Identify state in which Contractor has its principal place of business: Florida

If your principal place of business is in the state of Florida, you do not need to proceed any further on this form.

If outside of Florida, identify political subdivision (county or municipality) in which Contractor has its principal place of business:

**NOTICE:** Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

**LEGAL OPINION REGARDING STATE BIDDING PREFERENCES**

(To be completed by the Attorney for an Out of State Contractor, please select one)

Contractor's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Contractor's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION REGARDING POLITICAL SUBDIVISION BIDDING PREFERENCES**

(To be completed by the Attorney for an Out of State Contractor, please select one)

Contractor's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

Contractor's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state Contractor's attorney: \_\_\_\_\_

Printed name of out-of-state Contractor's Attorney: \_\_\_\_\_

Address of out-of-state Contractor's attorney: \_\_\_\_\_

Email of out-of-state Contractor's attorney: \_\_\_\_\_

Attorney's state(s) of bar admission: \_\_\_\_\_

**EDGAR CERTIFICATIONS**

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the St. Johns County School Board ("School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the School Board shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS  
APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the Contractor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Contractor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Contractor certifies that Contractor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Contractor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

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

Pursuant to Federal Rule (J) above, Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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### RECORDS RETENTION

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Records Retention (2 C.F.R. § 200.334 ): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

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### RECOVERED MATERIALS

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Recovered Materials (2 CFR §200.323): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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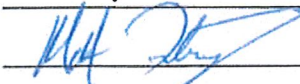
Contractor agrees that all contracts it awards pursuant to this solicitation shall be bound by the foregoing terms and conditions.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Contractor's Name:

W.W. Gay Mechanical Contractor, Inc.

Signature of Authorized Representative:



Print Name of Authorized Representative:

Matt Furlong / Vice President Preconstruction

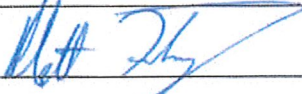
### E-Verify Requirements

- A. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- B. Subcontractors
  - 1. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
  - 2. Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
  - 3. Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services.
- D. It is the responsibility of the vendor/contractor to insure compliance with E-verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<http://www.uscis.gov/e-verify>) and follow the instructions. The employer must retain the I-9 Forms for inspection. By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Federal Employer Identification Number (FEIN): 59-0977396

Name of Contractor: W.W. Gay Mechanical Contractor, Inc.

Address: 132 Masters Drive, St. Augustine, FL 32084

Signature of Authorized Representative: 

Print Name of Authorized Representative: Matt Furlong / Vice President Preconstruction

**REFERENCE FORM**

Company Name: W.W. Gay Mechanical Contractor, Inc.

Indicate the number of years (minimum of three years) the bidding company has been in business providing the goods and/or services requested in this bid: 62

All bidders must have performed verifiable work providing as specified herein, within the most recent three (3) year period of time. Three (3) commercial references of comparable scope are required. References from the St. Johns County School District will not be considered.

**COMPANY NAME:** Flagler College  
 Company Location (city, state): St. Augustine, Florida  
 Description of Goods/Services: Repairs, replacements, and additions to DX and CHW AC Systems  
 Dates Provided: Multiple over the past 20 years  
 Contact Person: AJ Wetherington  
 Email Address: awetherington@flagler.edu  
 Telephone Number: 904-687-8988

**COMPANY NAME:** Florida School for the Deaf and the Blind  
 Company Location (city, state): St. Augustine, Florida  
 Description of Goods/Services: Repairs, replacements, and additions to DX and CHW AC Systems  
 Dates Provided: Multiple over the past 20 years  
 Contact Person: Guy Maltese  
 Email Address: malteseg@fsdbk12.org  
 Telephone Number: 904-827-2369

**COMPANY NAME:** City of St. Augustine  
 Company Location (city, state): St. Augustine, Florida  
 Description of Goods/Services: Repairs, replacements, and additions to DX and CHW AC Systems  
 Dates Provided: Multiple over the past 15 years  
 Contact Person: Chuck Cushman  
 Email Address: ccushman@citystaug.com  
 Telephone Number: 904-669-5117