

**AGREEMENT RELATING TO CENTRAL ENERGY PLANT MAINTENANCE
SERVICES FOR ESCAMBIA COUNTY FACILITIES (P.D. 17-18.089)**

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Engineered Cooling Services, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 87-0769487, whose principal address is 2801 North Davis Highway, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on August 27, 2018, the County issued an Invitation to Bid (P.D. 17-18.089) seeking a contractor to provide central energy maintenance and repair services for Escambia County facilities; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the agreement may be renewed for two additional twelve (12) month terms. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.
3. **Scope.** Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's *Invitation to Bid, Central Energy Plant Contract, Specification No. P.D. 17-18.089*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** County shall pay Contractor for services rendered in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.
5. **Method of Payment/Billing.** Contractor may request payment from County for services rendered on a monthly basis by the submission of a properly executed original invoice. Invoices

shall reflect the amount due and owing for the value of services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the designated department representative for each location where services are rendered. Contractor shall also submit an invoice in duplicate detailing all locations serviced to the following:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

7. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease; and

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Engineered Cooling Services, Inc.
Attention: President
2801 North Davis Highway
Pensacola, FL 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to

disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

17. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the

governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: _____

By: _____
Amy Lovoy, Acting County Administrator

Witness: _____

Date: _____

BCC Approved: _____

Approved as to form and legal
sufficiency.

By/Title: *[Signature]*
Date: 12/16/18

**CONTRACTOR: ENGINEERED COOLING
SERVICES, INC.**

By: _____
Peter W. Doyle, President

Date: _____

Corporate Secretary

[SEAL]

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

CENTRAL ENERGY PLANT CONTRACT

SPECIFICATION NUMBER PD 17-18.089

BIDS WILL BE RECEIVED UNTIL: 1:00 P.M. CDT, September 13, 2018

A Non-Mandatory Pre-Solicitation Conference will be held 1:00 P.M CDT, September 04, 2018, at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502

ALL BIDDERS ARE ENCOURAGED TO ATTEND

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

**Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill**

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

**Buzz Roggenbuck
Senior Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: ABRoggenbuck@myescambia.com**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

EXHIBIT

A

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NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CENTRAL ENERGY PLANT CONTRACT
SPECIFICATION PD 17-18.089**

HOW TO SUBMIT YOUR BID:

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Offer/Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

**This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.**

CENTRAL ENERGY PLANT CONTRACT

PD 17-18.089

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Forms marked with a (** Double Asterisk) should be returned with Offer.

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

OFFER / BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Buzz Roggenbuck

Invitation to Bid

Senior Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4878 Fax No: (850) 595-4806

**CENTRAL ENERGY PLANT CONTRACT
SOLICITATION NUMBER: PD 17-18.089**

SOLICITATION

MAILING DATE: August 27, 2018

PRE-BID CONFERENCE: A Non-Mandatory Pre-Sol. Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd FL, Pensacola, FL 32502 at 1:00 P.M. CST, September 04, 2018, Conf. Room 11.407. ALL BIDDERS ARE

ENCOURAGED TO ATTEND. OFFERS WILL BE RECEIVED UNTIL: 1:00 P.M. CST, September 13, 2018 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights 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 commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tender final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

	Monthly	Yearly
<u>M.C. Blanchard Judicial Center:</u>		
Total Bid to provide service once a month:	\$ _____	\$ _____
<u>LSC Central Energy Plant:</u>		
Total Bid to provide service once a month:	\$ _____	\$ _____
<u>Central Office Complex:</u>		
Total Bid to provide service once a month:	\$ _____	\$ _____
<u>West Florida Regional Library:</u>		
Total Bid to provide service once a month:	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

<u>M.C. Blanchard Judicial Center:</u>		
Total Bid to provide service twice a month:	\$ _____	\$ _____
<u>LSC Central Energy Plant:</u>		
Total Bid to provide service twice a month:	\$ _____	\$ _____
<u>Central Office Complex:</u>		
Total Bid to provide service twice a month:	\$ _____	\$ _____
<u>West Florida Regional Library:</u>		
Total Bid to provide service twice a month:	\$ _____	\$ _____
TOTAL BID	\$ _____	\$ _____

Optional Services:

Option #1 - M.C. Blanchard Judicial Energy Plant Center:
 Total Price for an additional Eddy current test for tube bundle, per request. \$ _____

Option #2 – LSC Central Energy Plant:
 Total Price for an additional Eddy current test for tube bundle, per request. \$ _____

Option #3 – Central Office Complex:
 Total Price for an additional Eddy current test for tube bundle, per request. \$ _____

Option #4 – West Florida Library:
 Total Price for an additional Eddy current test for tube bundle, per request. \$ _____

Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price for all options. However, the evaluation of options will not obligate the County to exercise the option(s).

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Type of Contractor's License, Certification and/or
Registration _____

Expiration Date: _____

Terms of Payment

(Check one) Net 30 Days ___ 2% 10th Prox ___

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager # _____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of FIVE (5%) of bid.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to an subscribed before me this _____ day of _____, 20 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

Name of Business

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 actions 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, 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 Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services 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 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 Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com/our-services/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:
<http://dos.myflorida.com/sunbiz/search>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.089, "Central Energy Plant Contract", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

See EXHIBIT A for SCOPE OF WORK

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, (850) 595-4878, email abroggenbuck@myescambia.com. Written questions will be taken no later than 5:00 p.m., CDT, September 5, 2018

5. **Bid Forms**

This Solicitation contains an Offer/Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor in Conference Room #11.407 on September 4, 2018, 1:00 P.M. CDT.

7. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Bill Turner or David Lewis phone (850) 595-3190. Failure to visually inspect the facilities may be cause for disqualification of your offer.

8. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **\$500.00 for each calendar day** of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

9. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;

- 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
 - D. The emergency procedure for spills, fire, disposal and first aid.
 - E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
 - F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
 Attention: Accounts Payable
 221 Palafox Place
 Pensacola, FL 32502

13. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such

loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

16. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Contract Term/Renewal/Termination**

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. The contract may be renewed with two (2) additional twelve (12) month renewal options. An additional six (6) months extension may also be unilaterally exercised at the County's discretion. Any changes in the terms and conditions shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.
- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

19. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

20. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

21. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

22. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation

opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

23. **Award**

Award shall be made on an "all-or-none total" basis.

24. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

25. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings"

may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck
Office of Purchasing, Room 11.101
213 S. Palafox Place
Pensacola, FL 32502
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**ATTACHMENT A
SCOPE OF WORK**

1. **M.C. Blanchard Judicial Center**, 190 West Government Street-Energy Plant
(3 each) Water Cooled Chillers and Related Equipment.
2. **Leonard Street Central Energy Plant**, 1200 West Leonard Street (3 each) Air
Cooled Chillers and Related Equipment.
3. **Central Office Complex**, 3363 West Park Place
(2 each) Air Cooled Chillers and Related Equipment.
4. **Downtown Main Library**, 200 West Gregory Street
(1 each) Air Cooled Chiller, Boiler and Related Equipment

Scope of Work Requirements:

Vendor shall provide all labor, material, refrigerant, oil and all other expenses to provide an all-inclusive maintenance contract on all listed and related system equipment.

Vendor must respond on site within a 2-hour period to an emergency call from the County, after hours, weekends, and holidays are included.

Vendor shall properly operate, maintain, and repair all listed and related system equipment, to insure the highest level of operating efficiency, reliability, and physical appearance. All work is to be completed in a timely manner.

Vendor will insure a safe and clean work environment. Vendor will comply with all rules, regulations, standards, codes, ordinances and laws of local, state and federal governments during the contract period.

Vendor shall provide either a bi-weekly or monthly maintenance on all listed and related system equipment.

Vendor shall provide annual shut down inspections on the Chillers.

Vendor shall provide semi-annual oil analysis on the Chillers.

Vendor shall provide annual condenser tube inspection in conjunction with the chemical company providing chemical treatment to the system.

Vendor shall clean the Cooling Towers a minimum of 2 times per year.

Vendor shall perform all O.E.M. recommended preventative maintenance on all listed equipment.

Scope of Work Requirements (Continued):

When required, all tube plugging and chemical cleaning of chiller tubes are to be covered during the Contract period.

Vendor shall provide all chemical treatment, system maintenance and repair to all listed chiller system equipment.

Vendor shall advise customer upon arrival and shall advise customer of existing or corrected deficiencies prior to departure.

Upon completion of each month, a typed report will be presented to the Escambia County Facilities Maintenance Representative for review. The report will include the following:

- A. Description of work performed during the bi-weekly, monthly or quarterly inspections.
- B. Annual shut down inspection reports on all listed and related system equipment, if due.
- C. The semi-annual oil analysis report, if due.
- D. The Eddy current reports are to be conducted on the condenser every 3 years (Due in 2020) and the evaporator tubes every 5 years (Due in 2019).

Low pressure Centrifugal Chillers:

Task List for Start-up Preparation and Inspection

Advise customer upon arrival.
Check refrigerant and oil levels.
Check oil sump, purge oil heaters and temperatures.
Check and test all operating and safety controls.
Check the starter operation.
Start the chiller and calibrate controls.
Check the purge unit operation.
Log operating conditions after system and unit stabilize.
Review operating procedures and owner's log with operator.
Check auxiliary equipment operation.
Advise customer of deficiencies and when they will be corrected.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Operating Inspections

Inspect Chiller and adjust safety controls.
Check purge operation.
Check operation of controls.
Check oil and refrigerant levels.
Check operation of the lube system.
Check the oil return system.
Check operation of the motor and starter.
Record operating conditions.
Review log and chiller system operation with the operator.
Check condenser and evaporator water flows.
Check the refrigerant cycle to verify the proper operating balance.
Check condenser water and chilled water heat transfer.
Log and report repairs/parts that are needed.
Advise operator when repairs should be completed.
Perform mechanical cleaning on condenser tubes.
Perform mechanical cleaning on evaporator tubes, as needed.
Disassemble compressor motor starter contacts and clean.
Inspect mechanical linkage of starter.
Vacuum clean starter cabinet.
Conduct Eddy current tests on the condenser and evaporate, if due.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Compressor Motor Assembly

Advise customer upon arrival.
Record Voltages.
Meg and record motor winding resistance.

Check inlet vane operator and linkage; lubricate where required.

Low pressure Centrifugal Chillers (Continued):

Task List for Compressor Motor Assembly (Continued):

Conduct semi-annual analysis on oil and oil filter at an independent laboratory. Change oil as test indicates. (Facilities Management will arrange for disposal of the oil.)
Advise operator of deficiencies and when repairs should be completed.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Compressor Oil System

Advise customer upon arrival.
Change oil, oil filter and dryer as required.
Conduct semi-annual analysis on oil and oil filter at an independent laboratory. (Facilities Management will arrange for disposal of the oil.)
Check oil pump and motor.
Check oil heater and thermostat operation.

Task Requirements for Motor Starter

Run diagnostic check.
Meg motor.
Check and tighten all terminal connections.
Check overloads and calibrate.
Dry run starter (or before start-up); check light status.
Clean or replace contacts.
Check linkage.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for the Control Panel

Run diagnostic of micro control panel.
Check safety shutdown operation.
Check and tighten all terminal connections.
Check display data and set points for accuracy.
Perform O.E.M. recommended preventative maintenance on all equipment listed.

Low pressure Centrifugal Chillers (Continued):

Task Requirements for the Purge Unit

- Inspect operation of the unit.
- Change filter drier.
- Check the condition and operations of all other components; record pressure control set point.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for the Condenser

- Check flow switch.
- Check approach temperatures.
- Perform O.E.M. recommended preventative maintenance on all equipment listed

Task Requirements for the Cooler

- Check flow switch.
- Check refrigerant levels.

Task Requirements for the System

- Annually conduct a leak test and repair leak sources.
- Add refrigerant as required.
- Record condition of sight glasses.
- Check the refrigerant cycle to verify the proper operating balance.
- Check condenser and chill water heat transfer.
- Perform O.E.M. recommended preventative maintenance on equipment listed.

Task Requirements for Refrigerant Leak Detection System

- Perform O.E.M. recommended preventative maintenance on equipment listed.

Task Requirements for General Items

- Repair insulation removed for inspection and maintenance procedures.
- Clean equipment and surrounding area upon completion of work.
- Check sump pump heater operation
- Consult with the operator.
- Report deficiencies and repairs required.

High pressure Centrifugal Chillers:

Task list for Start-up Preparation and Inspection

- Advise customer upon arrival.
- Check refrigerant and oil levels.
- Check oil sump, purge oil heaters and temperatures.
- Check and test all operating and safety controls.
- Check the starter operation.
- Start the chiller and calibrate controls.
- Check the purge unit operation.
- Log operating conditions after system and unit stabilize.
- Review operating procedures and owner's log with operator.
- Check auxiliary equipment operation.
- Advise customer of deficiencies and when they will be corrected.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task List for Operating Inspections

- Inspect Chiller and adjust safety controls.
- Check purge operation.
- Check operation of controls.
- Check oil and refrigerant levels.
- Check operation of the lube system.
- Check the oil return system.
- Check operation of the motor and starter.
- Record operating conditions.
- Review log and chiller system operation with the operator.
- Check condenser and evaporator water flows.
- Check the refrigerant cycle to verify the proper operating balance.
- Check condenser water and chilled water heat transfer.
- Log and report repairs/parts that are needed.
- Advise operator when repairs should be completed.
- Perform mechanical cleaning on condenser tubes.
- Perform mechanical cleaning on evaporator tubes, as needed.
- Disassemble compressor motor starter contacts and clean.
- Inspect mechanical linkage of starter.
- Vacuum clean starter cabinet.
- Conduct Eddy current tests on the condenser and evaporate, if due.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task list for Compressor Motor Assembly

- Advise customer upon arrival.
- Record voltages.
- Meg and record motor winding resistance.

High pressure Centrifugal Chillers (Continued):

- Lubricate open motor.
- Check alignment on open drive units.
- Check coupling.
- Check seals.
- Check inlet vane operator and linkage; lubricate where required.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task list For Compressor Oil System

- Advise customer upon arrival.
- Change oil, oil filter and dryer as required.
- Conduct semi-annual analysis on oil and oil filter at an independent laboratory.
- Check oil pump, seal and motor.
- Clean dirt leg.
- Check oil heater and thermostat operation.
- Check all other oil system components including the cooler, strainer and solenoid valve.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for Motor Starter

- Run diagnostic check.
- Meg motor.
- Check and tighten all terminal connections.
- Check overloads, dash pot oil and calibrate.
- Clean or replace contacts.
- Check linkage.
- Clean or replace air filter where required.
- Dry run starter (or before start-up); check lights.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Task Requirements for the Control Panel

- Run diagnostic of micro control panel.
- Check safety shutdown operation.
- Check and tighten all terminal connections.
- Check display data and set points for accuracy.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

High pressure Centrifugal Chillers (Continued):

Task Requirements for the Condenser

- Check flow switch operation.
- Check water flow.
- Check approach temperatures.
- Check refrigerant level.
- Perform O.E.M. recommended preventative maintenance on all equipment listed

Task Requirements for the System

- Annually conduct a leak test and repair leak sources.
- Add refrigerant, as required.
- Record condition of sight glasses.
- Check the refrigerant cycle to verify the proper operating balance.
- Check condenser and chill water heat transfer.
- Perform O.E.M. recommended preventative maintenance on equipment listed

Task Requirements for General Items

- Repair insulation removed for inspection and maintenance procedures.
- Clean equipment and surrounding area upon completion of work.
- Consult with the operator.
- Report deficiencies and repairs required

Reciprocating Air Cooled Chillers:

Task List for Start-up Preparation and Inspection

- Check Auxiliary equipment operation.
- Check refrigerant levels.
- Check oil.
- Check the crankcase heater, oil temperature, and lube system.
- Check and test all operating and safety controls.
- Check for proper voltage and starter operation.
- Start the chill and condenser water pumps as needed.
- Start the unit and calibrate controls and transducers.
- Check the proper settings for sub cooling and superheat.
- Log operating conditions after the unit stabilizes.
- Review operating procedures with the operator.
- Remove debris from inside and around the unit.
- Inspect condenser coils for blockage and clean tubes.
- Inspect and tighten electrical connections.
- Check the fan motor operation after start-up.

Task List for Operating Inspections

- Check the general condition and operation of the unit.
- Log operating conditions and identify discrepancies.
- Check for proper oil level and refrigerant charge.
- Check the oil temperature, and crankcase heater.
- Inspect starter, relays and controls.
- Inspect the air-cooled condenser fans, and motor operation.
- Remove debris from inside and around the unit.
- Review operating procedures with the operator.
- Check the evaporator chiller barrel heater for proper operation.

Task List for Annual Equipment Shutdown Inspection

- Meg and record motor winding resistance.
- Check the oil level in the compressor, adding oil as required, and conducting an oil acidity test.
- Conduct a leak check and repair leaks. Add refrigerant as needed.
- Change the filter dryer.
- Check the crankcase heater for proper operation.
- Check the evaporator chiller barrel heater for proper operation.
- Check and tighten power wiring on contactors and motor terminal boxes.
- Clean all contactors and replace if necessary.
- Check all relays, operating controls, and safeties.
- Check and calibrate all controls, safeties, unloaders, and external interlocks.
- Check the suction and discharge compressor valves.

Screw Air Cooled Chillers:

Task List for Start-up Preparation and Inspection

- Check Auxiliary equipment operation.
- Check refrigerant levels.
- Perform semi-annual oil analysis.
- Check the compressor heater, oil temperature, and lube system.
- Check and test all operating and safety controls.
- Check for proper voltage and starter operation.
- Start the chill and condenser water pumps as needed.
- Start the unit and calibrate controls and transducers.
- Check the proper settings for sub cooling and superheat.
- Log operating conditions after the unit stabilizes.
- Review operating procedures with the operator.
- Remove debris from inside and around the unit.
- Inspect condenser coils for blockage and clean tubes.
- Inspect and tighten electrical connections.
- Check the fan motor operation after start-up.

Task List for Operating Inspections

- Check the general condition and operation of the unit.
- Log operating conditions and identify discrepancies.
- Adjust operating controls if required.
- Check for proper oil level and refrigerant charge.
- Check the oil temperature and compressor heater.
- Inspect starter, relays and controls.
- Inspect the air-cooled condenser fans, and motor operation.
- Remove debris from inside and around the unit.
- Review operating procedures with the operator.
- Check the evaporator chiller barrel heater for proper operation

Task List for Annual Equipment Shutdown Inspection

- Meg and record motor winding resistance.
- Change the oil filter.
- Check the oil level in the lube system; adding oil as required, and conducting an oil acidity test.
- Conduct a leak check and repair leaks. Add refrigerant as needed.
- Change the filter dryer.
- Check the crankcase heater for proper operation.
- Check the evaporator chiller barrel heater for proper operation.
- Check and tighten power wiring on contactors and motor terminal boxes.
- Clean all contactors and replace if necessary.
- Check all relays, operating controls, and safeties.

Check and calibrate all controls, safeties, unloaders, and external interlocks.

Smardt Air Cooled Chillers:

Task List for Start-up Preparation and Inspection

Check Auxiliary equipment operation.
Check refrigerant levels.
Check and test all operating and safety controls.
Check for proper voltage and starter operation.
Start the chill and condenser water pumps as needed.
Start the unit and calibrate controls and transducers
Check the proper settings for sub cooling and superheat
Log operating conditions after the unit stabilizes.
Review operating procedures with the operator.
Remove debris from inside and around the unit.
Inspect condenser coils for blockage and clean tubes.
Inspect and tighten electrical connections.
Check the fan motor operation after start-up.
Check the evaporator chiller barrel heater for proper operation

Task List for Operating Inspections

Check the general condition and operation of the unit.
Log operating conditions and identify discrepancies.
Adjust operation controls if required.
Inspect starter, relays and controls.
Inspect the air-cooled condenser fans, and motor operation.
Remove debris from inside and around the unit.
Review operating procedures with the operator.
Check the evaporator chiller barrel heater for proper operation.

Task List for Annual Equipment Shutdown Inspection

Meg and record motor winding resistance.
Conduct a leak check and repair leaks. Add refrigerant as needed.
Change the filter dryer.
Check the evaporator chiller barrel heater for proper operation.
Check and tighten power wiring on contactors and motor terminal boxes.
Clean all contactors and replace if necessary.
Check all relays, operating controls, and safeties.
Check and calibrate all controls, safeties, unloaders, and external interlocks.

Scroll Air Cooled Chillers:

Task List for Start-up Preparation and Inspection

- Check Auxiliary equipment operation.
- Check refrigerant levels.
- Check crankcase heaters.
- Check and test all operating and safety controls.
- Check for proper voltage and starter operation.
- Start the chill and condenser water pumps as needed.
- Start the unit and calibrate controls and transducers.
- Check the proper settings for sub cooling and superheat.
- Log operating conditions after the unit stabilizes.
- Review operating procedures with the operator.
- Remove debris from inside and around the unit.
- Inspect condenser coils for blockage and clean tubes.
- Inspect and tighten electrical connections.
- Check the fan motor operation after start-up.
- Check the evaporator chiller barrel heater for proper operation.

Task List for Operating Inspections

- Check the general condition and operation of the unit.
- Log operating conditions and identify discrepancies.
- Adjust operation controls if required.
- Check the oil temperature and crankcase heater.
- Inspect starter, relays and controls.
- Inspect the air-cooled condenser fans, and motor operation.
- Remove debris from inside and around the unit.
- Review operating procedures with the operator.
- Check the evaporator chiller barrel heater for proper operation.

Task List for Annual Equipment Shutdown Inspection

- Meg and record motor winding resistance.
- Check the oil level in the lube system; adding oil as required, and conducting an oil acidity test.
- Conduct a leak check and repair leaks. Add refrigerant as needed.
- Change the filter dryer.
- Check the crankcase heater for proper operation.
- Check the evaporator chiller barrel heater for proper operation.
- Check and tighten power wiring on contactors and motor terminal boxes.
- Clean all contactors and replace if necessary.
- Check all relays, operating controls, and safeties.
- Check and calibrate all controls, safeties, unloaders, and external interlocks

Cooling Tower:

Task List for Annual Equipment Shutdown Inspection

- Check volt/amps of fan motor(s)
- Check and tighten all electrical connections.
- Check all starters and contactors, replace as needed.
- Check all safety controls.
- Check and replace belts as needed.
- Check sheaves for wear and replace as needed.
- Check and clean fan shroud and blade assembly.
- Check/lubricate motor bearings.
- Check and lubricate blower/fan bearings.
- Check and lubricate couplings.
- Check and lubricate gear boxes. Replace fluid as required.
- Check and clean strainers and screens.
- Check and clean distribution pans/spray nozzles.
- Check and clean sump/fill.
- Check and adjust float level.
- Check sump/pipe heaters.
- Check overall condition of unit.

Task List for Operational Inspection

- Check volt/amps of fan motor(s)
- Check and adjust belt tension.
- Check sheaves and alignment for wear and replace as needed.
- Check and adjust float level.
- Check and clean strainers and screens.
- Check and clean debris from unit.
- Check distribution pans/spray nozzles.
- Check blower/fan bearings.
- Check motor bearings.
- Check overall condition of unit.

Task List for Shutdown Inspection

- Check volt/amps of fan motor(s)
- Clean sump/fill a minimum of twice a year.
- Check drain and makeup water piping.
- Check and clean strainers and screens.
- Check and clean debris from unit.
- Check distribution pans/spray nozzles.
- Check blower/fan bearings.
- Check overall condition of unit.

Pumps:

Task List for Maintenance Inspection

- Check volt/amps of fan motor(s)
- Check and tighten all electrical connections.
- Check all starters and contactors, replace as needed.
- Check all operating and safety controls.
- Check/lubricate motor bearings.
- Check/lubricate pump bearings.
- Check pump and motor alignment.
- Check coupling.
- Check mechanical seals.
- Check packing.
- Check strainers.
- Check hand valves.
- Check gauges for accuracy.
- Check suction and discharge pressures.
- Check mounts/vibration pads.
- Check overall condition of unit.

Task List Requirements for Operational Inspection

- Check pump motor operation.
- Check all starters and contactors, replace as needed.
- Check pump motor amperage and record.
- Check all operating and safety controls.
- Check/lubricate motor bearings.
- Check/lubricate pump bearings.
- Check motor/pump alignment. Adjust as necessary.
- Check coupling.
- Check mechanical seals.
- Check packing.
- Check strainers.
- Check hand valves.
- Check gauges for accuracy.
- Check suction and discharge pressures.
- Check mounts/vibration pads.
- Check overall condition of unit.
- Perform O.E.M. recommended preventative maintenance on all equipment listed.

Boiler:

Task List Requirements for Boilers

- Check operation and calibration of gas train components.
- Check/adjust igniter and flame rod assembly.
- Check/clean pilot and burner orifices as required.
- Check/clean combustion blower.
- Check for water leaks.
- Check burner operation sequence.
- Check combustion efficiency.
- Check operation/safety controls.
- Check/tighten all electrical connections.
- Check all starters and contactors, replace as needed.
- Check/lubricate all motors and fan bearings.
- Check safety relief valve.
- Check gages for accuracy.
- Check/adjust low water cutoff control.
- Check/adjust water feed valve.
- Check circulator pump operation.
- Check expansion tank.
- Check for unusual noise/vibration.

Task List Requirements for Operational Inspection

- Check operation and calibration of gas train components.
- Check/adjust igniter and flame rod assembly.
- Check/clean pilot and burner orifices as required.
- Check/clean combustion blower.
- Check for water leaks.
- Check burner operation sequence.
- Check operation/safety controls.
- Check all starters and contactors, replace as needed.
- Check/lubricate all motors and fan bearings.
- Check safety relief valve.
- Check gages for accuracy.
- Check/adjust low water cutoff control.
- Check breaching and draft regulator.
- Check circulator pump operation.
- Check expansion tank.
- Check for unusual noise/vibration

Judicial Center Central Energy Plant Equipment List

York Chiller # 1 – 345 Ton, Model # YSDCCBS3-CLC, Serial # SDGM960510
York Chiller # 2 – 700 Ton, Model # YDHE-70VDD with VFD, Serial # SBXM-852570
York Chiller # 4 – 800 Ton, Model # YKFBGBH7-CWF, with VFD, Serial # SBNM-245900

Aurora Chill Water Pump - Primary, 411-8X8– 20 HP (CHP # 4)
Aurora Chill Water Pump - Secondary, 411-4X5X11A, 30 HP (CWP # 4) with VFD
Aurora Chill Water Pump - Secondary, 411-4X5X11A, 30 HP (CWP # 5) with VFD
Aurora Condensing Water Pump 411-8X10X12 (CTP-# 3) 60 HP

Taco Chill Water Pump # 1 - 10 HP Primary Chill Water Pump
Taco Chill Water Pump # 2 - 20 HP Primary Chill Water Pump
Taco Chill Water Pump # 4 - 25 HP Secondary Chill Water Pump, with (VFD)
Taco Chill Water Pump # 5 - 25 HP Secondary Chill Water Pump, with (VFD)
Taco Chill Water Pump # 6 - 25 HP Secondary Chill Water Pump, with (VFD)

Weir Condensing Water Pumps (3) - Type # 11JKH

Variable Frequency Drives (2) for Secondary Chill Water Pumps
Graham Variable Frequency Drives (3), Model # VLT3500 for Secondary Chill Water Pumps

Evapco Cooling Tower - USS-29-024, Serial # 4-104372, (CT - 013)
Evapco Cooling Tower - USS-29-024, Serial # 4-104373, (CT- 014)
Marley Cooling Tower - Model # 368-102, Serial # 368-6-12477-77, (CT-007)
Marley Cooling Tower - Series # 10, Serial #126419-368-102-98, (CT-008)

Quincy Air Compressor - Model # MQT5DT5HP, Serial # 5066079

Chemical Treatment System for Plant Equipment

Sherlock (by Genesis International Inc.) Refrigerant Leak Detector - Model # 402 and Sensors

Hankinson Air Dryer Model # 8025-115, Serial # 0317-101-9904-195N

LSC Central Energy Plant Equipment List

Trane Chiller # 1 – 500 Ton – Model: RTAC5004UZ / Serial Number: U15B01168
Trane Chiller # 2 – 500 Ton – Model: RTAC5004UZ / Serial Number: U15B01169
Trane Chiller # 3 – 500 Ton – Model: RTAC5004UZ / Serial Number: U15B01170
(5-year Warranty on the 12 compressors started 5/29/2015.)

Primary Loop:

Taco Chill Water Pump # 1 - 966 G.P.M., 15 HP, 480 Volts, 3 Phase
Taco Chill Water Pump # 2 - 966 G.P.M., 15 HP, 480 Volts, 3 Phase
Taco Chill Water Pump # 3 - 966 G.P.M., 15 HP, 480 Volts, 3 Phase

Secondary Loop:

Taco Distribution Water Pump # 1 - 1,300 G.P.M., 75 HP, 480 Volts, 3 Phase
Taco Distribution Water Pump # 2 - 1,300 G.P.M., 75 HP, 480 Volts, 3 Phase
Taco Distribution Water Pump # 3 - 1,300 G.P.M., 75 HP, 480 Volts, 3 Phase

Central Office Complex Equipment List

Smardt Chiller # 1 - 120 Ton, Model # SA0540-2-4FV / Serial # FF0010E212Q0414
Trane Chiller # 2 - 150 Ton, Model # RTAE150FUAC1AA1FN1X2 / Serial # U15B01047
(5-year Warranty on parts, labor, compressor & refrigerant started 3/16/2015.)

Taco Chill Water Pump # 1 - 15 HP
Taco Chill Water Pump # 2 - 15 HP

Chill Water Pump Allen Bradley VFD # 1 - 15HP, Model # ACH550-CC-023A
Chill Water Pump Allen Bradley VFD # 2 - 15HP, Model # ACH550-CC-023A

Main Downtown Library Equipment List

McQuay Chiller # 1- 210 Ton, Model # AWS210ADPEVNN-ER10

Taco Chill Water Pump # 1 - 15 HP
Chill Water Pump Trane VFD # 1 -15 HP

Raypak Boiler # 1 - Model # H7-1505 / Serial # 1105324837

Taco Hot Water Pump # 1 - 5 HP

Hot Water Pump Trane VFD # 1 - 5 HP

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

OFFER / BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Buzz Roggenbuck

Senior Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850)595-4878 Fax No: (850) 595-4806

Invitation to Bid

**CENTRAL ENERGY PLANT CONTRACT
SOLICITATION NUMBER: PD 17-18.089**

SOLICITATION

MAILING DATE: August 27, 2018

PRE-BID CONFERENCE: A Non-Mandatory Pre-Sol. Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Fl., Pensacola, FL 32502 at 1:00 P.M. CST, September 04, 2018, Conf. Room 11.407. ALL BIDDERS ARE

ENCOURAGED TO ATTEND. OFFERS WILL BE RECEIVED UNTIL: 1:00 P.M. CST, September 13, 2018 and may not be withdrawn within 90 days after such date and time

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

870769487

TERMS OF PAYMENT:

NET 30

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER

VENDOR NAME: Engineered Cooling Services

ADDRESS: 2801 N. Davis Hwy

CITY, ST. & ZIP: Pensacola, FL 32503

PHONE NO.: (850) 432-7656

TOLL FREE NO.: (866) 424-3206

FAX NO.: (850) 432-7657

REASON FOR NO OFFER: _____

BID BOND ATTACHED: _____

I certify that this offer is made without prior understanding, agreement, or connection with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest 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 commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County receives this offer.

Ray Rodriguez - Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** Ray Rodriguez
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

**Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

	Monthly	Yearly
<u>M.C. Blanchard Judicial Center:</u>		
Total Bid to provide service once a month:	\$ <u>5,000.00</u>	\$ <u>60,000.00</u>
<u>LSC Central Energy Plant:</u>		
Total Bid to provide service once a month:	\$ <u>2,900.00</u>	\$ <u>34,800.00</u>
<u>Central Office Complex:</u>		
Total Bid to provide service once a month:	\$ <u>1,100.00</u>	\$ <u>13,200.00</u>
<u>West Florida Regional Library:</u>		
Total Bid to provide service once a month:	\$ <u>960.00</u>	\$ <u>11,520</u>
TOTAL	\$ <u>9,960.00</u>	\$ <u>119,520</u>

<u>M.C. Blanchard Judicial Center:</u>		
Total Bid to provide service twice a month:	\$ <u>5,250.00</u>	\$ <u>63,000.00</u>
<u>LSC Central Energy Plant:</u>		
Total Bid to provide service twice a month:	\$ <u>3,100.00</u>	\$ <u>37,200.00</u>
<u>Central Office Complex:</u>		
Total Bid to provide service twice a month:	\$ <u>1,300.00</u>	\$ <u>15,600.00</u>
<u>West Florida Regional Library:</u>		
Total Bid to provide service twice a month:	\$ <u>1,160.00</u>	\$ <u>13,920.00</u>
TOTAL BID	\$ <u>10,810.00</u>	\$ <u>129,720.00</u>

Optional Services:

<u>Option #1 - M.C. Blanchard Judicial Energy Plant Center:</u>		
Total Price for an additional Eddy current test for tube bundle, per request.		\$ <u>4,200.00</u>
<u>Option #2 - LSC Central Energy Plant:</u>		
Total Price for an additional Eddy current test for tube bundle, per request.		\$ <u>2,100.00</u>
<u>Option #3 - Central Office Complex:</u>		
Total Price for an additional Eddy current test for tube bundle, per request.		\$ <u>720.00</u>
<u>Option #4 - West Florida Library:</u>		
Total Price for an additional Eddy current test for tube bundle, per request.		\$ <u>N/A</u>

Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price for all options. However, the evaluation of options will not obligate the County to exercise the option(s).

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 9/4 Addendum No. 3 Date 9/11
Addendum No. 2 Date 9/16 Addendum No. 4 Date 9/11

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Occupational License No. _____

Florida DBPR Contractor's License, Certification and/or
Registration No. CMC 39591

Type of Contractor's License, Certification and/or
Registration Mechanical Contractor

Expiration Date: August 31, 2020

Terms of Payment
(Check one) Net 30 Days 2% 10th Prox _____

Will your company accept Escambia County Purchasing
Cards? Yes _____ No

Will your company accept Escambia County Direct
Payment Vouchers? Yes _____ No

County Permits/Fees required for this project:

Permit	Cost

Bidder: Ray Rodriguez

By: Engineered Cooling Services

Signature: Ray Rodriguez

Title: Vice President

Address: 2801 N. Davis Hwy
Pensacola, FL 32503

Person to contact concerning this bid:

Ray Rodriguez

Phone/Toll Free/Fax # 850-572-4673 -
866-424-3206 - 850-432-7657

E-Mail Address: ray.rodriguez@engineeredcooling.com

Home Page Address: engineeredcooling.com

Person to contact for emergency service:

Carissa Massey

Phone Cell Pager # 850-432-7650

Person to contact for disaster service:

Ray Rodriguez

Home Address: 2801 N. Davis Hwy
Pensacola, FL 32503

Home Phone/Cell/Pager #: 850-572-4673

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of FIVE (5%) of bid.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. U.S. Water 12270 43rd St. N.E. St. Michael, MN
2. _____
3. _____
4. _____