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.

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:

- Has had a fixed office or distribution point located in and having a street address within Escambia County of 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, qualifies 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…" <u>See</u> §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 an (* Asterisk) must be returned with Offer. 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 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 (SHA	ALL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:	TERMS OF PAYMENT:
DELIVERY DATE WILL BEDAYS AFTER RECIEPT 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	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
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	(TYPED OR PRINTED)
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	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.

M.C. Blanchard Judicial Center:		Monthly	Yearly
		ф	ф
Total Bid to provide service once a month:		\$	\$
LSC Central Energy Plant:			
Total Bid to provide service once a month:		\$	
Central Office Complex:			
Total Bid to provide service once a month:		\$	
West Florida Regional Library:			
Total Bid to provide service once a month:		\$	
	TOTAL	\$	
M.C. Blanchard Judicial Center:			
Total Bid to provide service twice a month:		\$	
LSC Central Energy Plant:			
Total Bid to provide service twice a month:		\$	\$
Central Office Complex:			
Total Bid to provide service twice a month:		\$	\$
West Florida Regional Library:			
Total Bid to provide service twice a month:		\$	
	TOTAL BID	\$	
Optional Services:			
Option #1 - M.C. Blanchard Judicial Ene			
Total Price for an additional Eddy current te	st for tube bundle	e, per request.	\$
Option #2 – LSC Central Energy Plant: Total Price for an additional Eddy current te	st for tube bundle	e, per request.	\$
Option #3 – Central Office Complex:			
Total Price for an additional Eddy current te	st for tube bundle	e, per request.	\$
Option #4 – West Florida Library: Total Price for an additional Eddy current te	st for tube bundle	ner 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 here	by made of receipt of the foll	lowing addenda issued durin	g the bidding period:	
Addendum No	Date	Addendum No	Date	
Addendum No	Date	Addendum No	Date	
State of Florida Departmen Document Number	SEAL IF BID IS BY t of State Certificate of Authorit	у		
Occupational License No		By:		
Florida DBPR Contractor's Registration No	License, Certification and/or	Signature:		
Type of Contractor's Licen Registration	se, Certification and/or			
Expiration Date:		Person to contact concern	ning this bid:	
Terms of Payment (Check one) Net 30 Days _	2% 10th Prox			
	Escambia County Purchasing	Home Page Address: Person to contact for emergency service:		
Will your company accept l Payment Vouchers? Yes		Phone/Cell/Pager #		
County Permits/Fees requir	ed for this project:			
<u>Permit</u>	<u>Cost</u>	Person to contact for disa	aster service:	
		Home Address:		
		Home Phone/Cell/Pager	#:	
amount of FIVE (5%) of				
Names and addresses of	proposed Subcontractors to b	e utilized for work on this p	roject:	
1.				
2.				
3.				
4.				

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

This	sworn statement is su	ubmitted to
		(print name of the public entity)
by		
(p	rint individual's na	ame and title)
for		
(p	rint name of entity	submitting sworn statement)
whos	e business address is	S

- 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.	means any natural person or en States with the legal power to on contracts for the provision otherwise transacts or applies	ntity orgenter in n of go to trans	ganized under the to binding control oods or service act business wit utives, partners,	n 287.133(1)(e), Florida Statutes , ne laws of any state or of the United act and which bids or applies to bid as let by a public entity, or which ha public entity. The term "person" shareholders, employees, members, y.
d.				ch I have marked below is true in ment. (indicate which statement
partne entity	ers, shareholders, employees, m	embers	s, or agents who	of its officers, directors, executives, are active in the management of the and convicted of a public entity
partne entity	ers, shareholders, employees, m	nembers	s, or agents who	of its officers, directors, executives, are active in the management of the d convicted of a public entity crime
partne entity subse Offic by th	ers, shareholders, employees, may, or an affiliate of the entity has equent to July 1, 1989. Howeve er of the State of Florida, Division Hearing Officer determined	nembers s been o r, there ion of A that it	s, or agents who charged with an has been a subs Administrative F was not in the	of its officers, directors, executives, are active in the management of the d convicted of a public entity crime equent proceeding before a Hearing learings and the Final Order entered public interest to place the entity t. (attach a copy of the final order)
THE PUBLIC ONLY AND, T WHICH IT IS ENTITY PRIC PROVIDED I	ENTITY IDENTIFIED IN PAI THAT THIS FORM IS VALID T S FILED. I ALSO UNDERST OR TO ENTERING INTO A	RAGRA THORO 'AND T CONTE A STAT	APH 1 (ONE) AI DUGH DECEMI THAT I AM RE RACT IN EXCE TUTES FOR CA	THE CONTRACTING OFFICER FOR BOVE IS FOR THAT PUBLIC ENTITY BER 31 OF THE CALENDAR YEAR IN QUIRED TO INFORM THE PUBLIC SS OF THE THRESHOLD AMOUNT TEGORY TWO OF ANY CHANGE IN
				(signature)
Sworn to an su	bscribed before me this	day of	_	, 20
Personally kno	wn	-		
OR produced is	dentification	-	Notary Public -	State of

(Printed typed or stamped commissioned name of notary public)

My commission expires____

(Type of identification)

Drug-Free Workplace Form

	Offeror's Signature
	As the person authorized to sign this statement, this firm does not comply fully with the above requirements.
	As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
Chec	ek one:
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.
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.
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.
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.
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.
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.
	Name of Business
The	undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that does:

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.

	(Pleas	se Circle	e One)		
Is this a Florida Corporation		<u>Yes</u>		or	<u>No</u>
If not a Florida Corporation, In what state was it created: Name as spelled in that State:					
What kind of corporation is it:	"For I	Profit"	or	<u>"Not</u>	for Profit"
Is it in good standing:	Yes	or	<u>No</u>		
Authorized to transact business in Florida:	Yes	or	<u>No</u>		
State of Florida Department of State Ce	ertificate	e of Autl	hority D	ocumei	nt No.:
Does it use a registered fictitious nam	ne:	Yes	or	<u>No</u>	
Names of Officers: President: Vice President: Director: Other:		Treas Direc	surer: ctor:		
Name of Corporation (As used in Flor	rida):				
(Spelled exactly as it is	registe	red with	the stat	e or fed	leral government)
Corporate Address: Post Office Box: City, State Zip: Street Address: City, State, Zip:					

(Please continue and complete page 2)

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

instruments involving land)

Corporate Identification			
Federal Identification Num (For all instruments	ber:o be recorded, taxpayer's i	dentification is needed)	
Telephone Number:	Facsimile Numl	er:E-mail: Der:	
Name of individual who wil	ll sign the instrument on	behalf of the company:	
shall have permission to sign	via a resolution approved l	by the President or Vice-Presidency the Board of Directors on be together with the executed cor	half of the company.
(Spe	lled exactly as it would a	ppear on the instrument)	
Title of the individual name	ed 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.

<u>Bid Information</u> 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. <u>Solicitation Opening</u>
- 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. <u>Inspection, Acceptance and Title</u>
- 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. <u>Improper Invoice; Resolution of Disputes</u>
- 41. **Public Entity Crimes**
- 42. Suspended and Debarred Vendors
- 43. **Drug-Free Workplace Form**
- 44. <u>Information Sheet for Transactions and Conveyances</u>
- 45. Copies
- 46. <u>License and Certifications</u> 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 <u>PD 17-18.089</u>, <u>"Central Energy Plant Contract"</u>, 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 <u>Buzz Roggenbuck</u>, <u>Senior Purchasing Coordinator</u>, (850) 595-4878, <u>email abroggenbuck@myescambia.com</u>. <u>Written questions will be taken no later than 5:00 p.m.</u>, 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. <u>Inspection of Facilities</u>

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. <u>Liquidated Damages</u>

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 complied 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 <u>all</u> 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 in 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. <u>Licenses, Certifications, Registrations</u>

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 country 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.
- 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