

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
HVAC PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES  
*Purchasing Department*

# REQUEST FOR PROPOSALS

## 17-016

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HIGHLANDS COUNTY HVAC PREVENTATIVE  
MAINTENANCE AND REPAIR SERVICES

January, 2017



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**HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
*Purchasing Department*

**REQUEST FOR PROPOSALS (“RFP”)**

The Board of County Commissioners of Highlands County, Florida (“County”) will receive sealed Proposals in the Highlands County Purchasing Department (“Purchasing Department”) for:

**RFP NO. 17-016      HIGHLANDS COUNTY HVAC PREVENTATIVE MAINTENANCE AND  
REPAIR SERVICES**

Specifications may be obtained by downloading from our website: [www.hbcc.net](http://www.hbcc.net), or by contacting: Danielle Gilbert, Purchasing Manager; 4320 George Boulevard, Sebring, Florida 33875-5803, Phone: 863-402-6524; Fax: 863-402-6735; or E Mail: [dgilbert@hbcc.org](mailto:dgilbert@hbcc.org).

A MANDATORY PRE-PROPOSAL meeting will be held for this solicitation. The meeting will be held at **2 P.M. on Wednesday; January 25, 2017**, at the Purchasing Conference Room located at 4320 George Blvd., FL, 33875, immediately followed by a mandatory site visit of the County Government Center (“Government Center”) and the County Courthouse (“Courthouse”). The purpose of this meeting is to provide a forum where the Proposers can further familiarize themselves with the specifications of the project requirements by discussing details with County staff. The County will only accept Proposals from Proposers that are represented during the entire Pre-Proposal meeting and site visit and are signed-in on the sign-in sheets. The Public is invited to attend this meeting. Late arrivals will be allowed to join the meeting, but late arrival will be noted on the sign-in sheet, and Proposals will not be accepted from Proposers that were late.

Each submittal shall include one (1) original and four (4) exact paper copies and four (4) exact electronic copies (CD’s or thumb drives) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **2:00 P.M., on Wednesday; February 22, 2017**, at which time they will be opened. The Public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the Proposal number and name so as to identify the enclosed Proposal. Proposals received later than the date and time as specified will be rejected. The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board’s Local Preference Policy (“Local Preference Policy”) will apply to the award of this RFP. The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The Board, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Tasha Morgan, ADA Coordinator at: 863-402-6842 (Voice), or via Florida Relay Service 711, or by e-mail: [tmorgan@hcbcc.org](mailto:tmorgan@hcbcc.org). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

**Board of County Commissioners, Highlands County, FL**

[www.hcbcc.net](http://www.hcbcc.net)

## SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. Proposer means the person or entity submitting a Proposal in response to this RFP.
2. Contractor means the Proposer who signs a contract with the County to perform the Scope of Work.

B. All Proposals shall become the property of the County.

C. Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, and Section 287.134, on Discrimination, is required.

### **F.S. 287.087, Preference to businesses with drug free workplace programs:**

In order to have a drug free workplace program, a business shall:

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

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE PROPOSAL FORM.

### **F.S. 287.133, Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to

provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**F.S. 287.134, Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.

- J.** The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K.** Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L.** Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M.** Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- N.** Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
  2. **Commercial General Liability Insurance: Occurrence Form Required:** The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
  3. **Commercial Automobile Liability Insurance:** The Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
  4. **Professional Liability/Errors and Omissions Insurance:** The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 for each occurrence and an aggregate limit of not less than \$1,000,000. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.

5. Special Requirements / Evidence of Insurance:

- a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work as called for in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
  - (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
  - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.
- d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803.

- O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.



Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Proposer. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P.** All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q.** If submitting a Proposal for more than one RFP, each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R.** Each Proposal must contain proof of enrollment in E-Verify. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S.** Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- T.** Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in sealed envelope or box. Late Proposals will not be accepted under any circumstances. If Proposals received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- U.** Emailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- V.** The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

- W.** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Proposer and its material suppliers.
- X.** Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Y.** In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z.** If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods or services for the County.

**-END OF SECTION-**

## **SECTION II. LOCAL PREFERENCE POLICY**

### **A. Intent and Purpose**

The intent and purpose of the Board is that the Local Preference Policy establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

### **B. Acknowledgements**

Any type of procurement done by County staff to which the provisions of the Local Preference Policy are being applied will contain a statement that a Local Preference Policy will be used in the evaluation and award of that purchase.

### **C. Preference in Bidding**

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection "total purchase price" shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the Board.

### **D. Preference in RFP**

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a RFP is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, County staff shall make a determination for inclusion of the Local Preference Policy in the criteria for consideration for each RFP.

### **E. Notice**

All procurement documents including but not limited to bid documents and RFP documents shall include a notice to Proposers of the Local Preference Policy.

### **F. Local Business Definition**

For purposes of this subsection, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within the County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or RFP's by the County; and
2. Holds any business license required by the County, and/or, if applicable, the Municipalities; and

3. Employs at least one full-time employee, or two part-time employees whose primary residence is in the County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in the County.

**G. Certification**

Any Proposer claiming to be a local business as defined by Section II(F) above, shall deliver a written certification to the Purchasing Department. The certification shall certify that the business is a "local business" as that term is defined in Section II(F) above, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any Proposer claiming to be a local business, as defined by Section II(F) above, to include a copy of its certification in its bid or Proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a Proposer meets the definition of a "local business."

**H. Exceptions to the Local Preference Policy**

1. The procurement preference set forth by the Local Preference Policy shall not apply to any of the following purchases or contracts:
  - a. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
  - b. Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board;
  - c. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the Local Preference Policy;
  - d. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
2. Application of the Local Preference Policy to a particular purchase, contract, or category of contracts for which the Board is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or the County Purchasing Manager.
3. The Local Preference Policy does not prohibit or lessen the right of the Board and County Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or Proposals.
4. The Local Preference Policy established by the Board does not prohibit the Board from giving any other preference permitted by law, in addition to the local preference authorized by the Local Preference Policy.

**I. Application and Enforcement of Local Preference Policy**

1. The Local Preference Policy established by the Board shall apply to new Proposals, quotations, contracts and procurements solicited after the effective date of the Local Preference Policy.
2. This Local Preference Policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

**J. Promulgation of Rules**

1. The County Administrator, Assistant County Administrator, or County Purchasing Manager are hereby authorized to adopt administrative rules supplemental to the provisions of the Local Preference Policy as deemed necessary and appropriate to implement the provisions of the Local Preference Policy.
2. The provisions of the Local Preference Policy and the rules adopted by the County Administrator, Assistant County Administrator, or County Purchasing Manager shall be provided to potential bidders, Proposers, and Contractors to the widest extent practicable.

**-END OF SECTION-**

**SECTION III. THE COUNTY'S RESERVATION OF RIGHTS**

This RFP constitutes only as an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A.** To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B.** To issue additional subsequent ITBs or RFPs.
- C.** To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D.** The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E.** The County also reserves the right to modify the Scope of Work to be performed.
- F.** The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G.** If the County believes that collusion exists among Proposers, all Proposals will be rejected.

**-END OF SECTION-**

## **SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 17-016**

- A. ADDENDUMS:** In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, [www.hcbcc.net](http://www.hcbcc.net). It is the sole responsibility of the Proposer to check the website for Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. AFFIRMATION:** By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C. COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. MISUNDERSTANDINGS:** The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.
- E. ASSIGNMENT OF CONTRACT:** The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- F. COMPLAINTS:** The contract will provide that complaints against the Contractor will be processed through the Highlands County Facilities Management Department ("Facilities Department") and are to be corrected within five (5) business days. Written response to the Facilities Department Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- G. REQUEST FOR CHANGE OF RFP SPECIFICATIONS:** Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP.

Requests must be submitted by the RFI Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

- H. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- I. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

**-END OF SECTION-**

## **SECTION V. GENERAL SPECIFICATIONS FOR RFP 17-016**

- A. PURPOSE:** The Board hereby gives notice that it intends to award a contract for HVAC preventative maintenance and repair services.
- B. MANDATORY PRE-PROPOSAL MEETING:** A MANDATORY PRE-PROPOSAL meeting will be held at 2 P.M. on Wednesday; January 25, 2017, at the Purchasing Conference Room located at 4320 George Blvd., Sebring, FL, 33875, immediately followed by a mandatory site visit of the County Government Center (“Government Center”) and the County Courthouse (“Courthouse”).
- C. PROPOSAL DUE DATE AND LOCATION:** As described on the Invitation Page of this RFP (Page 3 of this RFP)
- D. PERFORMANCE OF SERVICES:** The Contractor must perform all services required pursuant to this RFP.
- E. CONTRACT MANAGER:** Richard Fleeger (“Project Manager”).
- F. INSURANCE:** As described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT:** A written contract must be signed by the Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The term of the Contract will be for a period of two (2) years and may be extended one (1) time for a period of three (3) years upon mutual agreement of the Parties. The Parties may re-negotiate the pricing for the extended contract period, if applicable. Either Party may, upon providing ninety (90) days written notice, terminate the Contract at any time, with or without cause.
- H. COMMENCEMENT OF WORK:** Work shall commence within fourteen (14) days after delivery of a Purchase Order by the County following execution of a contract by the County and a Proposer.
- I. CHANGE ORDER(S):** The Contractor must have approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING:** Include pricing with your Proposal as provided in Section VIII of this RFP.
- K. INVOICING / COMPENSATION:**
1. Contractor shall submit one (1) invoice within fourteen (14) calendar days after satisfactory inspection by the Project Manager of successfully completed work.
    - a. Contractor shall provide a complete set of exact copies of all test results and inspection reports to the Project Manager before the inspection will be considered satisfactorily completed.
    - b. All invoices shall be submitted to the Facilities Department located at 636 Fernleaf Avenue, Sebring, FL 33870. Invoices shall be submitted in sufficient detail to ensure compliance with the Contract.



2. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

**L. CONTRACTOR PERSONNEL:**

1. The Contractor shall maintain an adequate staff of qualified personnel throughout the Contract period. The County shall not be liable for overtime billing due to Contractor's inability to fill assignments with personnel other than those already on assignment or those needed immediately preceding their normal shift.
2. The Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of Contractor's operations under the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees, (b) all materials and equipment, and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Contractor will act with reasonable care and discretion to prevent any threatened damage, injury or loss.
3. Contractor will be held accountable for damages, theft or any other breach of security caused by its employees or agents and shall be held directly responsible for errors and omissions of its employees and other persons performing work under the Contractor's control or direction for the County. The Contractor shall be responsible for repair of any damage to County property and restoration of any damage to County facilities, County property, and any other damage whatsoever regardless of whether the property is owned by or leased to the County or otherwise owned.
4. The County will not provide any supervision or training to Contractor's employees and agents. Contractor must have sufficient staffing to oversee all employees and agents, including their training, supervision, and the resolution of issues and problems that may arise.
5. Contractor shall remove all employees or agents from County property who are deemed by the Contractor or the County to be careless, incompetent, insubordinate or reasonably objectionable or whose continued employment on the Work Site is deemed by the Contractor or the County to be contrary to the interest of the County. Any employee or agent of the Contractor charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable, and their continued work on County facility will be terminated until the case is closed.
6. Contractor shall replace any employee or agent immediately upon the reasonable request of the County. If the County reasonably determines that an employee or agent of Contractor is reasonably objectionable, the County shall notify Contractor, and the Contractor's employee or agent shall leave the Work Site immediately upon notice.
7. The Contractor shall obtain a Level 2 background check for all personnel through the Florida Department of Law Enforcement (FDLE). This background check will be reviewed and mutually approved by the Contractor and County Representatives prior to starting Work at

County sites. All costs associated with obtaining the required clearances shall be the responsibility of the Contractor.

Florida Department of Law Enforcement  
Crime Information Bureau  
PO Box 1489  
Tallahassee, FL 32302-1489

8. Contractor shall not assign to the Work Site any person who has been convicted of a felony within the last ten (10) years. Contractor shall notify the County in writing, at least ten (10) days prior to the assignment, if any personnel to be used on the Work Site has been convicted of any crime; provided, however, that possession or use of this information by Contractor or the County does not violate any federal, state or local laws or regulations. Request by the County for the replacement of any felon shall be irrefutably deemed a reasonable request and that felon shall not be assigned to the Work Site or, if assigned, shall immediately leave the Work Site.
9. Contractor shall be solely responsible for all means, methods, techniques, and results of the services provided hereunder; and all acts and omissions of all agents and employees of Contractor.
10. Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor while performing duties related to the contract pursuant to this RFP. This includes children and/or other relatives. Employees of the Contractor that violate this paragraph will be deemed objectionable to the County and will no longer be allowed to work on any County site.
11. All facilities of the County are smoke and tobacco free. Violations of this policy will result in removal of violator. Multiple violations may result in the termination of contract.
12. The Contractor shall contract with or employ a verifiable, proven, and experienced technician or sub-contractor that is factory certified on Tridium/Alerton controls, and provide:
  - (1) Twenty-four (24) hours a day/seven (7) days a week phone support;
  - (2) Twenty-four (24) hours a day/seven (7) days a week on-line support that includes trouble shooting, software review, programming assistance, and consultations to improve systems operational efficiency; and
  - (3) Twenty-four (24) hours a day/seven (7) days a week control system monitoring via text message alarm notification from Tridium JACE to on-call technician's cell phone.
13. The Contractor shall provide, through the certified monitoring technician or controls company, unlimited factory authorized software upgrades to Tridium JACE and Alerton Field controllers, and setup up to thirty (30) alarm points in Tridium JACE as identified by Project Manager and monitored by on-call technicians.
14. If approved by the Project Manager, the Contractor may use its company checklist, which will be subject to inspection, review, and approval by the Project Manager.
15. The successful Proposer shall be required to have, and present proof of, fidelity bonding in an amount of ten thousand dollars (\$10,000.00).

16. The Contractor shall provide to the Project Manager an accurate roster and copy of the background checks of all personnel who have any relationship to work performed within the scope of the contract pursuant to this RFP, prior to starting work. The Project Manager shall make the final determination upon acceptability. No Contractor employee shall have a felony conviction in their records less than ten (10) years old and work on County equipment alone, but can work if approved in writing by the Project Manager and accompanied by a County approved Contractor employee at all times. For this exception, the FDLE background check must show a full, clear reversal of previous problems during the past ten (10) years. The County will not pay a mechanic with helper fees under these conditions. Contractor shall provide to the Project Manager a roster listing all Contractor employees that includes full names, aliases, home addresses, home telephone numbers, and copies of driver's license and social security card. Any changes to the roster listing all Contractor's employee's shall be reported in writing to the Project Manager within one (1) working day. Contractor employees terminated by the Contractor shall be reported immediately to the Project Manager.
17. The County requires the Contractor's employees to be neat and clean in appearance and to wear a Contractor provided uniform shirt with the Contractor's name or logo permanently affixed to the shirt. Shoes shall be appropriate for proper safety of task being performed. Contractor employees are required to provide proper identification when requested by properly identified County personnel. Any Contractor employee that does not comply with this requirement shall be required to leave the County property. To ensure only authorized Contractor employees are on County property, there is no exception to this requirement.
18. Keys to buildings will be provided by the Facilities Department. Keys are the property of the County and shall be surrendered upon demand to an authorized County employee. A fee shall be charged to the Contractor for the loss of any key(s) and any costs associated with changing or rekeying locks as the result of any key(s) loss. The sole decision, regarding changing or rekeying the locks, rests with the County.
19. Contractor employees shall be responsible for all keys and will comply with all building security regulations. Contractor's employee(s) shall not be in County facilities (through use of provided keys or otherwise) outside those work hours performed under the contract pursuant to this RFP.
20. Certain areas within a building may be considered off-limits and each building Point of Contact ("POC") will be responsible for identifying those areas. The Contractor shall not be required to perform work in those areas unless the building POC has one of their employees present at the time.
21. Contractor employees shall immediately report to their supervisor, security, or County personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as fire, smoke, unusual odors, broken pipes, floods, etc. and take appropriate measures to reduce damages.
22. In addition to other security rules and regulations, Contractor employees shall not use or possess a gun, knife, or other weapon, or use, or be under the influence of, alcohol or illegal drugs while on County premises.

**M. FAILURE TO PERFORM:** Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply services, the County may use services and/or materials provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing by the contracted Contractor of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of the contract such as performance, insurance requirements, and licenses.

**N. NO SUBSTITUTIONS:** The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B(4) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B(4) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

**-END OF SECTION-**

## **SECTION VI. SCOPE OF WORK AND REQUIRED QUALIFICATIONS**

### **A. SCOPE OF WORK:**

#### **1. General Provisions:**

- a. The Contractor shall supply all transportation, labor, material, equipment, and other supplies necessary to perform the maintenance duties set forth in this Scope of Work on all equipment listed in the Price Proposal Form, Section VIII Forms (B) and associated equipment and components. All work shall be performed in a professional workmanlike manner, using qualified personnel, and quality equipment and materials.
- b. Those costs associated with preventative maintenance, including belts, shall be included in the proposal prices for each facility listed. Belt replacement is considered a preventative maintenance requirement. Charges for unscheduled maintenance attributed to worn out belts shall be at the sole expense of the Contractor.
- c. The County shall retain the responsibility for filter maintenance and replacement of all filters, except those at the Government Center and the Courthouse, unless otherwise noted in this Scope of Work.
- d. The County shall retain the responsibility for all ventilation fans and equipment unless otherwise noted in this Scope of Work.
- e. The Contractor shall respond within two (2) hours to all requests for emergency repair service and by the next workday for all other service requests. The Contractor may be required to do emergency repairs at no additional charge to the County, for overtime or otherwise, at times other than normal working hours. Therefore, the Contractor awarded this contract shall be available on a 24-hour a day basis, weekends and holidays included. In the event that the Contractor does not comply with stated and required response times, the County reserves the right to call any qualified Contractor to make necessary repairs. The Contractor shall pay for all charges above the contracted prices for emergency repairs. The County will try not to request a Contractor response at the end of the day or on weekends or holidays, if reasonably avoidable. Normal working hours for purposes of the contract will be from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of the Government Center and the Courthouse. All repairs and maintenance at the Government Center and the Courthouse shall be completed after normal business hours.
- f. When site conditions are unfavorable for accomplishment of the maintenance service at no fault of the Contractor, such as acts of God, the Contractor may cease its

attempt until conditions are favorable. Any delay shall not nullify the Contractor's responsibility to perform within a reasonable period of time.

- g. A yearly schedule of service visits shall be provided to the Facility Maintenance Department. Any deviations from scheduled activity shall be reported immediately. The yearly schedule is due within 30 days after execution of a Contract and due annually thereafter on or before the anniversary date of the Contract.
- h. All equipment operated on any site shall be equipped with guards and/or shields to minimize the possibility of injury. Machinery not equipped with safety devices shall not be operated at any time near any facility. Proper operation of the equipment is the Contractor's responsibility.
- i. The Facilities Department shall be notified whenever the Contractor is on site. All attempts should be made to avoid undue interruptions to the facility's normal functions.
- j. All debris generated by the Contractor other than recyclable materials shall be removed from County property unless otherwise authorized by the Facilities Department and shall be properly disposed of. Recyclable materials shall be left at the place specified by the Project Manager.
- k. The Contractor shall notify the Facilities Department of equipment/system problems immediately along with a recommended repair action. Repair accomplishment is not authorized without a Purchase Order issued for the required repair work.
- l. The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to its operations at the work site.
- m. The equipment listed on the Official Submittal Form does include associated Air Handler Units ("AHU"). **These must be** included within the yearly costs along with any other associated equipment/control.
- n. The Contractor shall carry out the work with such care and methods so as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Contractor, at its sole expense, shall repair or restore as is practical and acceptable to the County and/or owners of the destroyed or damaged property within a reasonable length of time (not to exceed thirty (30) days from date damage was done).

## 2. Government Center and Courthouse:

- a. The Contractor shall provide preventive maintenance and emergency and routine repairs to the main Trane units, their associated air handlers, Fresh Air Intakes,

Variable Air Volume (“VAV”) boxes, controls monitoring by authorized and certified Allerton and/or Tridium systems equipment, monitor chilled water system, and their associated components and two (2) Liebert units and their associated components. Vent fans on the roof are included. Maintenance shall be based upon, and shall satisfy, the requirements, recommendations, and procedures contained in the respective factory manuals and this Scope of Work.

b. Additional information about AC and Buildings. The Government Center Building has two stories with fifty-eight thousand (58,000) square feet and no boilers. The Government Center main units are twenty (20) years old, but were re-built five (5) years ago and have had a Preventative Maintenance program since they were installed. The main units and chillers at the Courthouse are two (2) years old.

(1) Factory manuals include but are not limited to;

- (a) Allerton and Tridium Controls;
- (b) Liebert mini-MATE Plus (5 ton);
- (c) TRANE CLCH-IM-15A (for Air Handlers); and
- (d) TRANE RTAA-IOM-3 (for Air Cooled Rotary Liquid Chillers)

c. The Contractor shall provide on-line computer interface, via phone modem, with the system controlling the Government Centers HVAC. On-line services include, but are not limited to, system troubleshooting, software review, programming assistance, and consultations for the purposes of improving the system’s operational efficiency. Contractor shall have an independent computer, modem and support system to enable it to be able to dial into the Government Center’s controls twenty-four (24) hours a day.

d. Contractor is required to:

- (1) Change pleated filters quarterly;
- (2) Check chiller bi-annually (twice per year);
- (3) Check air handlers and condensers quarterly;
- (4) Change HEPPA filters annually;
- (5) Lubricate pumps bi-annually (twice per year);
- (6) Perform oil testing on chiller annually;
- (7) Lubricate exhaust fans and air handlers annually;
- (8) Clean fresh air intakes annually;
- (9) Clean evaporator coils quarterly; and
- (10) Change belts on air handler and exhaust fans annually.

e. Government Center and Courthouse equipment are as follows:



Government Center		Courthouse	
7	Air Handlers	12	Air Handlers
2	Leibert AC Units	107	VTU
2	Goodman AC Split Unit	3	Chiller
1	Chiller	4	Pumps
2	Pumps	1	Automated Logic Bacnet Controller
62	VAV's	10	Automated Logic Controllers
68	Ibex controllers		
3	Backtalk Control Modules		
1	JACE 403 Global Controller		

- f. The Contractor shall provide and install all consumable materials utilized in performing preventive maintenance. This includes, but is not limited to, filters, belts, and compressor lube oil.
- g. The Contractor shall keep one (1) complete set of belts for each air handler and each exhaust fan on site. Those belts shall be kept in the machine room and shall be clearly marked as to what equipment they are to be utilized on. The Contractor may also maintain a complete set of filters in the machine room, in an area that will be identified and made available.
- h. The Contractor shall keep current on all factory changes and upgrades to equipment being maintained. The Contractor shall install software updates to control programs and provide copies of all software updates to the Project Manager. These items shall be identified to the Project Manager as to whether or not they are mandated updates or optional, and, if optional a description of the pros and cons of installing the updates and a recommendation to install or not.

### 3. Air Handling Units Preventive Maintenance

- a. The preventative maintenance service listed in this Scope of Work supplements factory maintenance manuals. Preventative maintenance shall be performed in accordance with factory manuals and the specifications therein and herein. Preventative maintenance shall be scheduled and performed four (4) times a year, twice (2) a year, or annually as required by 2.d. of this Scope of Work, preferably during the spring and fall quarters for service performed twice a year. Preventative maintenance shall include, but is not limited to:
  - (1) Chemically cleaning the evaporator coil and cleaning the fan blower unit using accepted industry procedures. All trace evidence of the chemical solution shall be thoroughly removed to complete the procedure.



- (2) Chemically cleaning the primary and secondary drain pan and associated assemblies, including condensation lines. Caustic chemicals shall not be used.
- (3) Placing pan tab or like in drain pans to eliminate fungi growth.
- (4) Inspecting the belt systems within the Air Handling Units (“AHU”), adjusting tension as required, and replacing belts that are cracked or defective. One replacement belt or set of belts, as applicable to the unit, will be kept by the Contractor, on site, at all times.
- (5) Inspecting the return air plenum attached to the unit for leakage.
- (6) Inspecting sheaves and pulley and bearing systems. Any evidence of defects, excessive wear or cracks must be reported, in writing, to the Project Manager on the day of discovery.
- (7) Inspecting all motors for bearing failure or other items that could cause premature motor failure.
- (8) Checking all oil levels and lubricating all necessary areas.
- (9) Killing and cleaning off all fungi or other growths from all internal and external equipment parts with a chemical agent approved by the Project Manager.

The Contractor shall provide two (2) sixteen (16) hour preventative maintenance site visits per year to verify operation of existing Alerton Controllers and associated sensors, actuators, and end devices by the certified monitoring technician or controls company.

#### **4. Condenser Units Preventive Maintenance**

- a. The preventative maintenance service listed in this Scope of Work supplements factory maintenance manuals. Preventative maintenance shall be performed in accordance with factory manuals and the specifications therein and herein. Preventative maintenance shall be scheduled and performed four (4) times a year, twice (2) a year, or annually as required by 2.d. of this Scope of Work, preferably during the spring and fall quarters. Preventative maintenance shall include, but is not limited to:
  - (1) Chemically cleaning the condenser coil unit with a pressure washer generating twelve hundred (1200) PSI. All trace evidence of the chemical solution shall be thoroughly removed to complete the procedure.

- (2) Straightening fins as necessary.
- (3) Inspecting for proper function and checking the voltage of the compressor fans and reporting bent fan blades, unbalance, excessive noise, and vibration to the Project Manager, in writing, on the day of discovery.
- (4) Inspecting electrical contacts and wiring for loose connections and charred, broken or wet insulation, identifying, reporting, and correcting other electrical deficiencies, and tightening lugs and connections as required.
- (5) Inspecting and reporting any Freon leaks to the Project Manager, in writing, on the day of discovery.
- (6) Checking oil levels in all compressors where oil can be monitored or changed. Sending an oil sample from those same compressors to a recognized certified lab for testing once a year. A sample must be drawn and sent on the first Preventative Maintenance Inspection performed under the Contract issued with this Scope of Work and on each yearly anniversary of the date of the Contract thereafter. Contractor shall supply oil test results identifying all contamination to the Project Manager, in writing within forty-eight (48) hours after receipt.

## **5. Work Completion Reports**

- a. A standardized work order or report approved by the Project Manager shall be completed and submitted to the Project Manager by way of email for each piece of equipment worked on under the Contract pursuant to this RFP within fourteen (14) work days after the completion date. Contractor's work completion report shall contain, at a minimum:
  - (1) Compressor suction and head pressures;
  - (2) Date and time with the location number and equipment identification of the equipment serviced;
  - (3) Maintenance recommendations (if any);
  - (4) Narrative description of work performed;
  - (5) Refrigerant status;
  - (6) Service technician's full name and ID; and
  - (7) Any deficiencies.

## **6. Settling Conflicting Maintenance Requirements**

- a. Equipment maintenance requirements listed in this Scope of Work supplement the factory manuals. Conflicts between the Scope of Work and factory manuals will be settled in favor of the factory manual. However, the Contractor shall provide written notice to the Project Manager prior to performing any deviations from or changes to this Scope of Work.

## 7. Site Examinations and Conditions:

### Prior to submitting a response to this RFP:

- a. The Contractor should visit all sites listed in subsection (d), of this section and be fully acquainted and familiarized with conditions as they exist and the operations to be carried out. The Contractor shall make such investigations as it may see fit so that it may fully understand the facilities, difficulties, and restrictions attending the execution of the work. The Contractor shall also thoroughly examine and be familiar with all specifications.
- b. Site visitation appointments may be made by contacting the Project Manager. Appointments will normally be scheduled between the hours of 8:00 a.m. to 5:00 p.m., but may be made after hours or weekends, if necessary. It is important that appointments be made as soon as possible and with advance notice. Project Manager will try to meet all schedule requirements of the Contractor, but reserves the right to schedule multiple Contractors during the same appointment.
- c. The failure or omission of the Contractor to examine all instructions and other documents received or to visit all sites identified in subsection (d), of this section and to acquaint itself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect performance shall not relieve the Contractor of its obligation to perform as specified herein.
- d. Site Locations:
  - 1: AGRI-CIVIC CENTER, 4509 George Blvd., Sebring, FI
  - 2: ANIMAL CONTROL, 7300 Airport Blvd., Sebring, FI
  - 3: CHILDREN'S ADVOCACY CENTER, 1000 Highlands Ave., Sebring, FI
  - 4: COURTHOUSE ANNEX, 501 S. Commerce Ave., Sebring, FI
  - 5: DESOTO CITY COMMUNITY CENTER, 6305 SR 17A S., Sebring, FI
  - 6: EMERGENCY OPERATIONS CENTER, 6850 W. George Blvd., Sebring, FI
  - 7: EMS HEADQUARTERS, 4500 George Blvd., Sebring, FI
  - 8: EMS STATION, 17 Royal Palm Road, Lake Placid, FI
  - 9: EMS STATION, 530 S. Eucalyptus, Sebring, FI
  - 10: EMS STATION, 3608 Valerie Street, Sebring, FI
  - 11: EMS STATION, 51 E. Wilhite Street, Avon Park, FI

- 12: FACILITIES MANAGEMENT, 636 S. Fernleaf Ave., Sebring, FI
- 13: GOVERNMENT CENTER, 600 S. Commerce Avenue, Sebring FI
- 14: HEALTH DEPARTMENT, 400 South Lake Ave. Avon Park
- 15: HEALTH DEPARTMENT, 101 North Main, Lake Placid, FI
- 16: HEALTH DEPARTMENT, 7205 George Ave., Sebring, FI
- 17: LIBRARY, 319 West Center, Sebring, FI
- 18: LIBRARY, 47 Park Drive, Lake Placid, FI
- 19: LIBRARY, 100 Museum Ave., Avon Park, FI
- 20: LORIDA COMMUNITY BLDG., 1909 Oak Ave., Lorida, FI
- 21: PRECINCT 3, 516 CR17A North, Avon Park, FI
- 22: COURTHOUSE, 430 S. Commerce Avenue, Sebring FI
- 23: PUBLIC DEFENDER MODULE, 510 Fernleaf Ave., Sebring, FI
- 24: ROAD & BRIDGE COMPLEX, 4344 George Ave., Sebring, FI
- 25: STATE ATTORNEY, 411 S. Eucalyptus Street, Sebring FI
- 26: TAG OFFICE, 11 North Pine, Lake Placid, FI
- 27: TAG OFFICE, 116 E Main Street, Avon Park, FI
- 28: VETERANS SERVICE OFFICE, 7209 S. George Blvd. Sebring, FI
- 29: VENUS COMMUNITY BLDG., 45 Venus Club House Rd., Venus, FI
- 30: KENILWORTH BUSINESS CENTER, 4500 Kenilworth Blvd. Sebring, FI

## **B. Required Qualifications**

1. The Contractor shall be required to submit proof of all licenses or certifications as required by the County and the State of Florida.
2. The Contractor and its technicians providing services to Trane and Liebert equipment and associated equipment pursuant to this Scope of Work shall have Factory Certifications for for the Trane and Liebert equipment and verifiable and proven mechanical experience on Trane, Liebert, and associated equipment identified in Section VI(A) of this Scope of Work.
3. Technicians performing services on water cooled systems pursuant to this Scope of Work must be a Class A certified air conditioning mechanic for water cooled systems with a minimum of three (3) years of experience in heating, ventilating, and air conditioning maintenance and repair services on the equipment to be serviced pursuant to this Scope of Work.
4. Technicians performing services on air conditioning systems other than water cooled systems, Trane, Liebert, and associated equipment pursuant to this Scope of Work shall have a Contractor's license issued by the Florida Department of Business and Professional Regulation and with the County Building Department.

**-END OF SECTION-**

**SECTION VII. PROPOSAL FORMAT CRITERIA**

- A. Each Proposer must fully complete and submit the Proposal Submittal Form and Price Proposal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer’s capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.**
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- C. Each Proposal shall include one (1) original and four (4) exact paper copies and four (4) exact electronic copies (such as compact discs or USB flash drives) of the Proposal, all of which are properly indexed and tabbed.
  - 1. Electronic copies:
    - a. No macros, audio-start media allowed.
    - b. PDF or Microsoft Word formats are allowed.
    - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided, however, that:
      - (1) Confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked “Confidential” in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section IX of this RFP.
- E. At the discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

**TAB-A**

**----- (No points)**

- 1. Proposal Submittal Form (required, see Section VIII of this RFP)
- 2. Price Proposal Form (required, see Section VIII of this RFP)
- 3. Table of Contents (optional)

4. Acord Insurance Form (required)  
(Certificate does not have to show the County as the certificate holder in the submittal, but will be required prior to the contract being signed)
5. E-Verify (required)  
(Please submit any document from the Dept. of Homeland Security showing Proposer's Company ID#)
6. Drug-Free Workplace (required)  
(Please submit a statement on company letterhead stating that Proposer complies with F.S. 287.087, or the policy itself.)
7. Class A certified air conditioning mechanic certificate for water cooled systems (required).  
Provide a copy of the certificate.  
  
(Shall be held by the employee of the Contractor who will be performing services under the Contract issued pursuant to this RFP)

The pages from Tab-A do not count toward the fifty (50) page allowance.

#### **TAB-B**

1. Introduction of your Company (including but not limited to) -----(Maximum of 10 points)
  - a. Headquarters' address;
  - b. Number of years in business; and
  - c. Brief history of the company.
  
2. Minority or Woman Owned Business Certificate -----(Maximum of 10 points)  
Please note, this certificate must be held by the Proposer.
  
3. Understanding and Approach -----(Maximum of 30 points)
  - a. Describe your approach to scheduling and completing the Scope of Work for:
    - (1) Inspections;
    - (2) Preventive maintenance (include sample check list);
    - (3) Non-emergency service calls; and
    - (4) Emergency service calls.
  - b. Describe the accessibility of the person or persons who will perform the services and their average travel time to Sebring, FL during the term of the Contract with the County pursuant to this RFP. Travel time and travel costs shall be included in the rate stated for preventative maintenance in the bid response and shall not be billed separately.
  - c. Describe your approach to on-site repair parts.
  
4. Relevant Experience -----(Maximum of 30 points)
  - a. Identify and provide a description of relevant experience(s) of the person or persons who will perform the services under the contract with the County pursuant to this RFP.

- b. Provide copies of all certifications for the person(s) who will be performing these services on air conditioning equipment, chiller equipment, and related controls.

5. Reference Letters

----(Maximum of 15 points)

- a. The Proposer must provide three (3) reference letters from clients for similar work completed for projects of similar Scope of Work in the last ten (10) years by the Proposer. The Scope of Work shall be indicated. Provide reference letters on the client's company letterhead and include address, contact name, telephone number and e-mail address. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the person who signed the reference letter if he or she is no longer available to the client.

6. Price Proposal

----(Maximum of 30 points)

- a. Complete the Price Proposal Form found in VIII of this RFP.

RFP Format

----(Maximum of 5 points)

- b. The Proposal shall be prepared and submitted in accordance with the Proposal Submittal Form criteria required by this Section.

**TAB-C**

----(No points)

The Proposer may include additional promotional material under Tab-C. Please note that pages under Tab-C shall count toward the fifty (50) page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

**-END OF SECTION-**

**SECTION VIII. FORMS**

A. Proposal Submittal Form

B. Price Proposal Form

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**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION: RFP 17-016 – HIGHLANDS COUNTY HVAC  
PREVENTATIVE MAINTENANCE AND REPAIR  
SERVICES

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY  
COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY: \_\_\_\_\_  
Proposer's Name

\_\_\_\_\_

Proposer's Authorized Representative's Name

\_\_\_\_\_

Proposer's Address 1

\_\_\_\_\_

Proposer's Address 2

\_\_\_\_\_

Contact's Name (Print)

\_\_\_\_\_

Contact's E-mail Address

\_\_\_\_\_

Contact's Phone Number

In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

SUBMITTED ON: \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_ (seal)  
Proposer's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**-END OF SECTION-**

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
PRICE PROPOSAL FORM**

	Brand name	Model number	Serial number	Freon Rating	Age	Bi-Annual Price
<b>Location 1: AGRI-CIVIC CENTER 4509 George Blvd., Sebring, FL</b>						
1	Trane	RAUCC50FBY300DF	C07J101FF	*****	*****	
2	Trane	TTR736B100A0	F29294491	R22	Jul-91	
3	ComfortMaker	NXA448GKC101	E153913632	R410A	Sep-15	
4	Rheem	RAWL-078CAZ	7747F161006909	R410A	Apr-10	
5	ComfortMaker	NXA436GKC101	E153416116	R410A	Aug-15	
6	Trane	TTR736B100A0	F27275241	R22	Jul-91	
7	ComfortMaker	NXA448GKC101	E153309406	R410A	Aug-15	
8	Trane	TTA150300EA	42720KDAD	R22	Jun-04	
<b>Location 2: ANIMAL CONTROL 7300 Airport Blvd., Sebring, FL</b>						<b>Bi-Annual Price</b>
1	Goodman	GSX130361EA	1305736509	*****	*****	
<b>Location 3: CHILDREN'S ADVOCACY CENTER 1000 Highlands Ave., Sebring, FL</b>						<b>Bi-Annual Price</b>
1	AM STD	4A3048A3000BA	9511M7E5F	HFC410A	Dec-09	
2	AM STD	4A3048A3000BA	9511NBH5F	HFC410A	Dec-09	
3	AM STD	4A7C3060A3000BA	10012RMJ5F	HFC410A	Jan-10	
4A	AM STD	4A73036AN300BA	9354PL93F	HFC410A	Aug-09	
4B	AM STD	4A73036AN300BA	9334UFN3F	HFC410A	Aug-09	
5	GoodMan	GSX130421BA	1002625929	HFC410A	*****	
6	GoodMan	GSX130601AB	912059229	HFC410A	*****	
7	GoodMan	GSX130361BA	1003504450	HFC410A	*****	
8	Fujitsu	AOU12CQ	BDN028455	HFC410A	*****	
9	Rheem	RAMB-042JAZ	6265F400213170	*****	*****	
<b>Location 4: COURTHOUSE ANNEX 501 S. Commerce Ave., Sebring, FL</b>						<b>Bi-Annual Price</b>
1	Daikin	DCC120XXX3BXXX AA	1307357428	R410A	*****	
2	Daikin	DCC120XXX3BXXX AA	1310241658	R410A	*****	
3	Trane	TTP030D100A0	Z445S382F	*****	*****	
4	Trane	TTA180C300GA	42122UMAD	R22	May-04	
5	Trane	TTA180C300GA	750132RAD	R22	Dec-07	

6	Weather King	RC0443E00AAANN	940604701001	*****	*****	
<b>Location 5: DESOTO CITY COMMUNITY CENTER 6305 SR 17A South, Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Nordyne	ES4BD-042KB	ESF140100164	R410A	*****	
<b>Location 6: EMERGENCY OPERATIONS CENTER 6850 W. George Blvd., Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Fujitsu	AOU36CLX	EBN017681	R410A	*****	
2	Fujitsu	AOU36CLX	EBN017684	R410A	*****	
3	Fujitsu	AOU36CLX	EBN018315	R410A	*****	
4	Fujitsu	AOU18CL	DCN101808	R410A	*****	
5	Mitsubishi	MUY-D36NA-1	0002806 T	R410A	*****	
6	Liebert	TCSV104-Y	1116C34482	R12,R22,R50 0,R502,R407 A	Dec-11	
7	Carrier	38AUDC25A0B5A0A0 A0	4415P49855	R410A	Nov-15	
8	Carrier	38AUDC16A0B5A0A0 A0	4415P49829	R410A	Oct-15	
<b>Location 7: EMS HEADQUARTERS 4500 George Blvd., Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Goodman	GPC1360H21AD	809603818	R410A	*****	
2	Goodman	GPC1360H41BB	1010655959	R410A	*****	
3	Bard	HAC241-A	167J9610148111	R22	*****	
<b>Location 8: EMS Station 17 Royal Palm Road, Lake Placid, Fl</b>						<b>Bi-Annual Price</b>
1	Trane	2TWB3024A1000AA	8065W3H4F	*****	*****	
2	LG	LSU306HV	009KAAE00128	*****	*****	
3	Radio Tower - Marvair	UNK	UNK	*****	*****	
<b>Location 9: EMS STATION 530 S. Eucalyptus, Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Goodman	CK301B	9410070779	R22	*****	
<b>Location 10: EMS STATION 3608 Valerie Street, Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Goodman	GSC130361FA	912077028	R22	*****	
<b>Location 11: EMS STATION 51 E. WilhiteStreet, Avon Park, Fl</b>						<b>Bi-Annual Price</b>
1	Nordyne	ES4BD-030KB	ESG140506080	R410A	*****	
2	Rheem	RAKB-018JA7	6949M16040351 3	R22	Apr-04	
<b>Location 12: FACILITIES MANAGEMENT 636 S. Fernleaf Ave., Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Heil	PAPA36GA1	L9611-18356	*****	*****	
<b>Location 13: GOVERNMENT CENTER 600 S. Commerce Avenue, Sebring FL</b>						<b>Bi-Annual Price</b>
1	Trane	RTAA2004XM01A3D OBMN	U97A09117	*****	*****	

2	Goodman	MSG24HRN1W	No Serial Number	R410A	*****	
3	Goodman	MSG24HRN1W	No Serial Number	R410A	*****	
4	Goodman	MSG18HRN1W	No Serial Number	R410A	*****	
5	Liebert	Unknown	Unknown	*****	*****	
6	Trane	4TTA3048A4000BB	111738H75F	HFC410A	Apr-11	
7	Trane	4TTA3048A4000BB	11154X225F	HFC410A	Apr-11	
8	Mitsubishi	MUY-GE24NA	2003606 T	R410A	*****	
9	Liebert	CSF104Z	0933C22616	R22,R12,R500,R502,R407C H/2009	*****	
						<b>Quarterly Price</b>
10	Air Handlers	7	*****			
11	VAV	62				
12	Chiller	1				
13	Pumps	2				
14	IBEX Controllers	68				
15	Backtalk Control Modules	3				
<b>Location 14: HEALTH DEPARTMENT 400 South Lake Ave. Avon Park</b>						<b>Bi-Annual Price</b>
1	Amstar Trane	2A7M3060A1000AA	80737L94F	HCFC22	Feb-08	
2	Amstar Trane	2A7M3042A1000AA	9044L934F	HCFC22	Jan-09	
3	Amstar Trane	2A7M3042A1000AA	8443TUA4F	HCFC22	Oct-08	
4	Amstar Trane	2A7M3042A1000AA	9044MNH4F	HCFC22	Jan-09	
<b>Location 15: HEALTH DEPARTMENT 101 North Main, Lake Placid, FL</b>						<b>Bi-Annual Price</b>
1	Team Air	DHP12AC	No Serial Number	*****	*****	
2	Trane	TCD300B300HB	440100486D	*****	*****	
3	Carrier	50TFF008511	3603G01077	*****	*****	
4	Trane	TSC048A3E0A1C	442100661L	*****	*****	
<b>Location 16: HEALTH DEPARTMENT 7205 George Ave., Sebring, FL</b>						<b>Bi-Annual Price</b>
1	AC 1 Carrier	38AE-016	UNK	*****	*****	
2	AC 2 Carrier	38AD024	UNK	*****	*****	
3	AC 3A Carrier	38BA009	UNK	*****	*****	

4	AC 3BCarrier	38AE012	UNK	*****	*****	
5	AC 4 Trane	TTA090A300FA	8154UJDAD	R22	Apr-08	
6	AC 5Carrier	38AE012	UNK	*****	*****	
7	AC6A Carrier	38AE014	UNK	*****	*****	
8	AC6BCarrier	38AE012	UNK	*****	*****	
9	Trane - Dental	2TTA00423000AA	4385TNJ3F	HCFC22	Sep-04	
10	Trane - IT Section	4TWR20241000AB	5222GM2F	HFC410A	May-05	
<b>Location 17: LIBRARY 319 West Center, Sebring, Fl</b>						<b>Bi-Annual Price</b>
1	Trane	2TWA0060A3000AB	4161YSK2F	HCFC22	Apr-04	
2	Trane	2TWA0060A3000AB	40913WH2F	HCFC22	Feb-04	
3	Frigidaire/Nordyne	T3BA060C	T3B980114112	R22	*****	
4	ComfortMaker	N4A360GHC300	E162309417	R410A	Jun-16	
5	Daikin	RKN24NMVJU	G001573	R410A	Dec-15	
6	Trane	TWA060D300A1	2155L231F	HFC22	Apr-02	
7	Trane	TWA060D300A1	2333T7E1F	HFC22	Aug-02	
8	Trane	TTA120E300AA	12361USKYA	R410A	Sep-12	
9	Bryant	661CP060-C	2600E95246	R22	*****	
10	Trane	2TWR3042A1000AA	7392XED1F	HFC22	Sep-07	
<b>Location 18: LIBRARY 47 Park Drive, Lake Placid, Fl</b>						<b>Bi-Annual Price</b>
1	Carrier	38AE14500	2494F00897	*****	*****	
2	Carrier	38CK060560	0495E13217	*****	*****	
3	Trane	TTA120H300AA	16225KXDYA	R410A	Jul-05	
<b>Location 19: LIBRARY 100 Museum Ave., Avon Park, Fl</b>						<b>Bi-Annual Price</b>
1	Trane	TTA120H300AA	1537267KYA	R410A	Sep-15	
2	Trane	4TTA3060D3000AA	112856AB2F	HFC410A	Jul-11	
3	Trane	2TTA2036S3000AA	3314YL33F	HCFC22	Jul-03	
4	Trane	2TTA2030A3000AB	54342WJ3F	HCFC22	Oct-05	
5	Trane	TTA120H300AA	1618234CYA	R410A	May-16	
<b>Location 20: LORIDA COMMUNITY BUILDING 1909 Oak Ave., Lorida, Fl</b>						<b>Bi-Annual Price</b>
1	Rheem	RAWD150CAS	UNK	R22	Jun-05	

<b>Location 21: PRECINCT 3 516 CR17A North, Avon Park, FL</b>						<b>Bi-Annual Price</b>
1	Carrier	38BRC060330	4399E01616	R22	*****	
<b>Location 22: COURTHOUSE 430 S. Commerce Avenue, Sebring FL</b>						<b>Bi-Annual Price</b>
1	YORK	YLA120SE46XFBSDT XAXXBLXCXX445E1 XXXHXXXYAXXXX X3XXXXXXNGXXXX	11531L54293927	R410A	Sep-15	
2	McQuay	AGZ055AS42-ER10	STNU001200175	R22	*****	
3	McQuay	AGZ055AS42-ER10	STNU001200174	R22	*****	
4	Trane	4TTR3048D1000AA	1112W275F	HFC410A	Mar-11	
5	EMI	SCC09A40000A0A	1-04-E-1086-20	R22	*****	
6	Weather King	WALGA-030JAS	4886	R22	*****	
						<b>Quarterly Price</b>
7	Air Handlers	12	*****			
8	VTU	107				
9	Chillers	3				
10	Pumps	4				
11	Automated Logic Bacnet Controller	1				
12	Automated Logic Controllers	10				
<b>Location 23: PUBLIC DEFENDER MODULE 510 Fernleaf Ave., Sebring, FL</b>						<b>Bi-Annual Price</b>
1	Goodman	GSX130601BA	1002578138	R410A	*****	
2	Goodman	GSX130601BA	1003452435	R410A	*****	
3	Goodman	GSX130601BA	1011020177	R410A	*****	
<b>Location 24: ROAD &amp; BRIDGE COMPLEX 4344 George Ave., Sebring, FL</b>						<b>Bi-Annual Price</b>
1	Nordyne	ES4BD-042KB	ESF-131000139	R410A	*****	
2	Goodman	GSX130601BA	1205148272	R410A	*****	
3	Goodman	GSH130601AC	1105725302	R22	*****	
4	Nordyne	S3BA-024K	S3B9509-08554	R22	*****	
5	Rheem	13AJN24A01	8390W25121957 4	R410A	Jun-12	
6	Goodman	G8H130601AB	909079400	R22	*****	
<b>Location 25: STATE ATTORNEY 411 S. Eucalyptus Street, Sebring FL</b>						<b>Bi-Annual Price</b>
1	Trane	TAA120H300AA	16415X8LYA	R410	Nov-16	

2	Goodman	CPH060XXX3BXXAA	810113455	R410A	*****	
3	Trane	WCC060F300BG	Z285U3Y2H	R22	Jul-01	
4	Trane	WSC048A3R0AIT	543100329L	*****	*****	
5	International Comfort Prod	RAXC36K0CA0AAA A	C161062073	R410	Mar-16	
6	Trane	BTA120D300AC	C27145057D	R22	*****	
<b>Location 26: TAG OFFICE 11 North Pine, Lake Placid, Fl</b>						<b>Bi-Annual Price</b>
1	Trane	TTA090A300AA	E45192723	*****	*****	
2	Trane	2TWR2060A1000AB	43554642F	*****	*****	
<b>Location 27: TAG OFFICE 116 E Main Street, Avon Park, Fl</b>						<b>Bi-Annual Price</b>
1	Nordyne	S3BC-036K	S3B9907-04599	R22	*****	
2	Nordyne	S3BC-036K	S3B9907-04587	R22	*****	
3	Nordyne	S3BA-060KA	S3B000750411	R22	*****	
4	Carrier	38AK'008'501	2094G00080	R22	*****	
<b>Location 28: VETERANS SERVICE OFFICE 7209 S. George Blvd. Sebring, FL</b>						<b>Bi-Annual Price</b>
1	Carrier	24ABB360A310	0809E17834	R410A	Feb-09	
2	Carrier	24ABB360A310	0309E03240	R410A	Jan-09	
<b>Location 29: VENUS COMMUNITY BUILDING 45 Venus Club House Rd., Venus, Fl</b>						<b>Bi-Annual Price</b>
1	Miller	S3BA088K	S3B970707746	*****	*****	
2	Tempstar	N2A342AKA100	E060910603	*****	*****	
<b>Location 30: KENILWORTH BUSINESS CENTER 4500 Kenilworth Blvd. Sebring, FL</b>						<b>Bi-Annual Price</b>
1	Comfortmaker	NXA424GKC101	E153129944	R410A	*****	
2	Comfortmaker	NXA460GKC101	E153616602	R410A	*****	
3	Comfortmaker	NXA448GKC101	E153616988	R410A	*****	
4	Comfortmaker	NXA448GKC101	E153616984	R410A	*****	
5	Corsaire	FAFF-043JAZ	5971F479713050	*****	*****	



**SECTION IX. SAMPLE EVALUATION SCORE SHEET**

EVALUATION SCORE SHEET FOR: RFP 17-016 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES		<b>SAMPLE</b>
CRITERIA FOR EVALUATION	EVALUATOR'S SCORE	TOTAL POSSIBLE POINTS
	0 - 10	
B 1 Introduction of your Company		10
B 2 Certified Minority Business Enterprise *		10
B 3 Understanding and Approach		30
B 4 Relevant Experience		30
B 5 Reference Letters		15
B 6 Price Proposal		30
B 7 RFP Format		5
SUBTOTAL		130
PRESENTATION / INTERVIEW (If requested by the Evaluation Committee, detailed presentation scores will be submitted on a separate score sheet)		25
TOTAL		155

\* Certified Minority Business Enterprise criteria is scored either 10 points (if certified) or 0 points (if not certified)

Proposer's Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**-END OF SECTION-**

## **SECTION X. SELECTION PROCESS AND CRITERIA**

The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

- A.** Proposals will be reviewed by the Evaluation Committee and the Proposers will be ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform their own independent ranking. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
  
- B.** After review of the Proposals, the Evaluation Committee may ask some or all Proposers to give short presentations / interviews as part of the selection and ranking process. If less than all, the number shall be determined by the Evaluation Committee, and the Proposers selected for presentations / interviews shall be that number of the top ranked Proposers ranked according to the preliminary scores of the Evaluation Committee members. The presentations / interviews, if any, will be scheduled at least two (2) weeks after the time the invitation is sent to the selected Proposers. At the discretion of the Evaluation Committee, presentations / interviews, if any, may be in person or via online meeting. Proposers may be awarded a maximum of twenty-five (25) points for presentations / interviews.
  
- C.** Contract will be awarded to one (1) Proposer.

**-END OF SECTION-**

## **SECTION XI. AWARD**

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

**-END OF SECTION-**

## **SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION**

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next

ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory contract is negotiated or the County decides to terminate negotiations.

The proposed contract will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

**-END OF SECTION-**

**SECTION XIII. CONTINGENT FEES PROHIBITED**

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

**-END OF SECTION-**

**SECTION XIV. TENTATIVE SCHEDULE**

DATE	TIME	EVENT
01/15/2017		First Advertisement
01/22/2017		Second Advertisement
01/25/2017	2:00 P.M.	Mandatory pre-proposal meeting
02/08/2017	5:00 P.M.	Deadline to submit questions (RFI's)
02/13/2017	5:00 P.M.	Deadline to release responses by County to RFI's
02/22/2017	2:00 P.M.	Proposal due date
03/08/2017	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
03/22/2017	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
03/29/2017		Anticipated award date
04/18/2017		Anticipated contract consideration by the Board

**-END OF SECTION-**

**SECTION XV. RFP CONTACT INFORMATION**

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Ms. Danielle Gilbert  
Highlands County Purchasing Department  
4320 George Boulevard, Sebring, FL 33875-5803  
Phone: (863) 402-6524; Email: dgilbert@hcbcc.org*

**-END OF SECTION-**

**SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF**

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on Wednesday; February 8, 2017 to the person identified in Section XV of this RFP. The County shall release responses by 5:00 P.M. EST on Monday; February 13, 2017.

**-END OF SECTION-**

**SECTION XVII. SAMPLE CONTRACT**

**CONTRACT**

This Contract (“Contract”) is made \_\_\_\_\_, 2017, by and between Highlands County, a political subdivision of the State of Florida (“County”) and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”). In consideration of the mutual covenants to be performed by the Parties pursuant to this Contract, each Party hereby represents, warrants and agrees as follows:

**ARTICLE 1. SCOPE OF WORK**

Contractor hereby agrees to perform the Scope of Work described in subsection A of Section VI of Highlands County Board of County Commissioners’ (“Board”) RFP 17-016, with technicians having the qualifications described in subsection B of Section VI of that RFP and have and maintain the certificates, licenses, and experience required by subsection B of Section VI of that RFP. Section VI of that RFP is included herein by this reference. Contractor shall report to Richard Fleeger, County’s Facilities Manager (“Project Manager”) on all requirements of this Contract.

**ARTICLE 2. TERM**

Contractor shall commence providing the services and materials required by this Contract within \_\_\_\_\_ [figures] (\_\_) [in words] calendar days after receipt of the Purchase Order provided by the County.

The term of this Contract shall be for a period of two (2) years and may be extended once for a three (3) year period upon mutual agreement of the Parties. The Parties may re-negotiate the pricing for the extended contract period, if applicable.

**ARTICLE 3. CONTRACT PRICE**

The amount that will be paid by the County to the Contractor for providing HVAC preventative maintenance and repair services as described in Article 1 of this Contract is as follows: \_\_\_\_\_.

The Contractor must have approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.

**ARTICLE 4. PAYMENT PROCEDURES**

Contractor shall submit one (1) invoice within fourteen (14) calendar days after satisfactory inspection by the Project Manager of successfully completed work. Contractor shall provide a complete set of exact copies of all test results and inspection reports to the Project Manager before the test or inspection can be considered satisfactorily completed. All invoices shall be submitted to the Facilities Department located at 636 Fernleaf Avenue, Sebring, FL 33870. Invoices shall be submitted in sufficient detail to ensure compliance with this Contract. Payment(s) shall be made in accordance with the Board’s Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

**ARTICLE 5. INDEPENDENT CONTRACTOR**

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work

or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Contractor pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

**ARTICLE 6. APPROVAL OF PERSONNEL**

- 6.1 Contractor shall not substitute any person for the person or persons identified in its response to Tab B(4) of the Board's RFP 17-016 or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B(4) of the RFP or any County approved replacement ceases to provide services pursuant to this Contract.
- 6.2 The Contractor shall maintain an adequate staff of qualified personnel throughout the Contract period. The County shall not be liable for overtime billing due to Contractor's inability to fill assignments with personnel other than those already on assignment or those needed immediately preceding their normal shift.
- 6.3 The Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of Contractor's operations under the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees, (b) all materials and equipment, and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Contractor will act with reasonable care and discretion to prevent any threatened damage, injury or loss.
- 6.4 Contractor will be held accountable for damages, theft or any other breach of security caused by its employees or agents and shall be held directly responsible for errors and omissions of its employees and other persons performing work under the Contractor's control or direction for the County. The Contractor shall be responsible for repair of any damage to County property and restoration of any damage to County facilities, County property, and any other damage whatsoever regardless of whether the property is owned by or leased to the County or otherwise owned.
- 6.5 The County will not provide any supervision or training to Contractor's employees and agents. Contractor must have sufficient staffing to oversee all employees and agents, including their training, supervision, and the resolution of issues and problems that may arise.
- 6.6 Contractor shall remove all employees or agents from County property who are deemed by the Contractor or the County to be careless, incompetent, insubordinate or reasonably objectionable or whose continued employment on the Work Site is deemed by the Contractor or the County to be contrary to the interest of the County. Any employee or agent of the Contractor charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable, and their continued work on County facility will be terminated until the case is closed.
- 6.7 Contractor shall replace any employee or agent immediately upon the reasonable request of the County. If the County reasonably determines that an employee or agent of Contractor is

reasonably objectionable, the County shall notify Contractor, and the Contractor's employee or agent shall leave the Work Site immediately upon notice.

- 6.8 The Contractor shall obtain a Level 2 background check for all personnel through the Florida Department of Law Enforcement (FDLE). This background check will be reviewed and mutually approved by the Contractor and County Representatives prior to starting Work at County sites. All costs associated with obtaining the required clearances shall be the responsibility of the Contractor.

Florida Department of Law Enforcement  
Crime Information Bureau  
PO Box 1489  
Tallahassee, FL 32302-1489

- 6.9 Contractor shall not assign to the Work Site any person who has been convicted of a felony within the last ten (10) years. Contractor shall notify the County in writing, at least ten (10) days prior to the assignment, if any personnel to be used on the Work Site has been convicted of any crime; provided, however, that possession or use of this information by Contractor or the County does not violate any federal, state or local laws or regulations. Request by the County for the replacement of any felon shall be irrefutably deemed a reasonable request and that felon shall not be assigned to the Work Site or, if assigned, shall immediately leave the Work Site.
- 6.10 Contractor shall be solely responsible for all means, methods, techniques, and results of the services provided hereunder; and all acts and omissions of all agents and employees of Contractor.
- 6.11 Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor while performing duties related to the contract pursuant to this RFP. This includes children and/or other relatives. Employees of the Contractor that violate this paragraph will be deemed objectionable to the County and will no longer be allowed to work on any County site.
- 6.12 All facilities of the County are smoke and tobacco free. Violations of this policy will result in removal of violator. Multiple violations may result in the termination of contract.
- 6.13 The Contractor shall contract with or employ a verifiable, proven, and experienced technician or sub-contractor that is factory certified on Tridium/Alerton controls, and provide:
- (1) Twenty-four (24) hours a day/seven (7) days a week phone support;
  - (2) Twenty-four (24) hours a day/seven (7) days a week on-line support that includes trouble shooting, software review, programming assistance, and consultations to improve systems operational efficiency; and
  - (3) Twenty-four (24) hours a day/seven (7) days a week control system monitoring via text message alarm notification from Tridium JACE to on-call technician's cell phone.
- 6.14 The Contractor shall provide, through the certified monitoring technician or controls company, unlimited factory authorized software upgrades to Tridium JACE and Alerton Field controllers, and setup up to thirty (30) alarm points in Tridium JACE as identified by Project Manager and monitored by on-call technicians.
- 6.15 If approved by the Project Manager, the Contractor may use its company checklist, which will be subject to inspection, review, and approval by the Project Manager.

- 6.16 The successful Proposer shall be required to have, and present proof of, fidelity bonding in an amount of ten thousand dollars (\$10,000.00).
- 6.17 The Contractor shall provide to the Project Manager an accurate roster and copy of the background checks of all personnel who have any relationship to work performed within the scope of the contract pursuant to this RFP, prior to starting work. The Project Manager shall make the final determination upon acceptability. No Contractor employee shall have a felony conviction in their records less than ten (10) years old and work on County equipment alone, but can work if approved in writing by the Project Manager and accompanied by a County approved Contractor employee at all times. For this exception, the FDLE background check must show a full, clear reversal of previous problems during the past ten (10) years. The County will not pay a mechanic with helper fees under these conditions. Contractor shall provide to the Project Manager a roster listing all Contractor employees that includes full names, aliases, home addresses, home telephone numbers, and copies of driver's license and social security card. Any changes to the roster listing all Contractor's employee's shall be reported in writing to the Project Manager within one (1) working day. Contractor employees terminated by the Contractor shall be reported immediately to the Project Manager.
- 6.18 The County requires the Contractor's employees to be neat and clean in appearance and to wear a Contractor provided uniform shirt with the Contractor's name or logo permanently affixed to the shirt. Shoes shall be appropriate for proper safety of task being performed. Contractor employees are required to provide proper identification when requested by properly identified County personnel. Any Contractor employee that does not comply with this requirement shall be required to leave the County property. To ensure only authorized Contractor employees are on County property, there is no exception to this requirement.
- 6.19 Keys to buildings will be provided by the Facilities Department. Keys are the property of the County and shall be surrendered upon demand to an authorized County employee. A fee shall be charged to the Contractor for the loss of any key(s) and any costs associated with changing or rekeying locks as the result of any key(s) loss. The sole decision, regarding changing or rekeying the locks, rests with the County.
- 6.20 Contractor employees shall be responsible for all keys and will comply with all building security regulations. Contractor's employee(s) shall not be in County facilities (through use of provided keys or otherwise) outside those work hours performed under the contract pursuant to this RFP.
- 6.21 Certain areas within a building may be considered off-limits and each building Point of Contact ("POC") will be responsible for identifying those areas. The Contractor shall not be required to perform work in those areas unless the building POC has one of their employees present at the time.
- 6.22 Contractor employees shall immediately report to their supervisor, security, or County personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as fire, smoke, unusual odors, broken pipes, floods, etc. and take appropriate measures to reduce damages.
- 6.23 In addition to other security rules and regulations, Contractor employees shall not use or possess a gun, knife, or other weapon, or use, or be under the influence of, alcohol or illegal drugs while on County premises.



## **ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY**

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the worksite. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

## **ARTICLE 8. INDEMNIFICATION**

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

## **ARTICLE 9. INSURANCE**

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or

underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) Professional Liability / Errors and Omissions Insurance. Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Contract. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of this Contract.

## 9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803, by overnight delivery return receipt requested, hand delivery or confirmed facsimile FAX (863) 402-6735, thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to the expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

#### **ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION**

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

#### **ARTICLE 11. LAWS AND REGULATIONS**

Contractor shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Contract.

#### **ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES**

Contractor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in the Contract price.

#### **ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES**

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

#### **ARTICLE 14. WORK PRODUCT**

All reports, specifications, documents, plans, analyses and other data and work product developed by Contractor under this Contract shall become the property of County upon payment of the Contract Price without restrictions or limitations and shall be made available to County at any time upon its request.

**ARTICLE 15. GOVERNING LAW AND VENUE**

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

**ARTICLE 16. ASSIGNMENT**

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

**ARTICLE 17. SUBCONTRACTORS**

Contractor agrees that no subcontractors may be used pursuant to this Contract.

**ARTICLE 18. PROJECT MANAGER**

The County hereby designates the person having the following position as the Board’s Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

Project Manager: Richard Fleegeer, County’s Facilities Manager

**ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON**

Except as provided in subsection 9.2(b) of Article 9 of this Contract, any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners  
636 S. Fernleaf Avenue  
Sebring, FL 33870  
Attn: Richard Fleegeer, Project Manager

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

The Parties shall designate a contact person whom shall be the primary contact person for each Party:

The County: Richard Fleegeer, Project Manager

The Contractor: \_\_\_\_\_

**ARTICLE 20. TAXES**

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

**ARTICLE 21. BANKRUPTCY**

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 22. SURVIVAL**

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

**ARTICLE 23. WAIVER**

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

**ARTICLE 24. FAILURE TO PERFORM**

Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply services, the County may use services and/or materials provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing by the Contractor of such pending or actual delay.

The County reserves the right to terminate this Contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of this Contract such as performance, insurance requirements, and licenses.

**ARTICLE 25. TERMINATION**

Either Party may, upon providing ninety (90) days written notice, terminate this Contract at any time, with or without cause, and if this Contract is terminated, the County shall be liable only for payment in accordance with the provisions of this Contract for the services performed prior to the effective date of termination.

**ARTICLE 26. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

**ARTICLE 27. EQUAL OPPORTUNITY EMPLOYER**

County is an Equal Employment Opportunity (“EEO”) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

**ARTICLE 28. INVALID OR UNENFORCEABLE PROVISION**

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE 29. PUBLIC ENTITY CRIMES STATEMENT**

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

**ARTICLE 30. MISCELLANEOUS PROVISIONS**

- 30.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.

- 30.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 30.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 30.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Scope of Work.
- 30.5 Contractor shall report the status of performance of the Scope of Work to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Scope of Work open to the inspection of County and its authorized agents at any time.
- 30.6 County reserves the right to review the records of billings and services performed by the Contractor for County at any time during this Contract period. The Contractor shall provide County with copies of any records related to this Contract requested by County.

**ARTICLE 31. EMPLOYMENT ELIGIBILITY VERIFICATION**

31.1 Definitions. As used in this Article.

- (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
- i. Normally performs support work, such as indirect or overhead functions; and
  - ii Does not perform any substantial duties applicable to the Contract.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

31.2 Enrollment and verification requirements.

- (a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of
- i. All new employees.



(A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

(B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or

ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.

(b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

31.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

31.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.

31.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (31.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

## **ARTICLE 32. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES**

Pursuant to Section 287.135(3)(b), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

## **ARTICLE 33. PUBLIC RECORDS COMPLIANCE**



If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 33.1 Keep and maintain public records required by the County to perform the services.
- 33.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 33.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 33.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**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:**

**Gloria Rybinski**  
**County Public Information Officer**  
**Telephone Number: 863-402-6836**  
**E-mail Address: [grybinski@hcbcc.org](mailto:grybinski@hcbcc.org)**  
**Mailing Address: 600 South Commerce Avenue**  
**Sebring, FL 33870**

**ARTICLE 34. CHANGES/AMENDMENTS**

This Contract constitutes the entire Contract between the Parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both Parties.

**-END OF SECTION-**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

**ATTEST:**

HIGHLANDS COUNTY, a political subdivision of the  
State of Florida  
By its Board of County Commissioners

By: \_\_\_\_\_  
Robert W. Germaine, Clerk

By: \_\_\_\_\_  
Don Elwell, Chairman

**ATTEST:**

\_\_\_\_\_  
a \_\_\_\_\_ corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to Form

---

J. Ross Macbeth, County Attorney

Approved as to Administrative Policy

---

June Fisher, County Administrator

Approved as to Technical Provisions

---

Richard Fleeger, Facilities Manager

Approved as to Budgetary Requirements

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Tim Mechling, OMB

Approved as to Purchasing Requirements

---

Danielle Gilbert, Purchasing Manager

Approved as to Risk/Indemnity Provisions

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Sherri Bennett, Safety/Risk Management

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