



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
(863) 402-6500 Purchasing Main Line
Purchasing Designated Contact: Lori L. Krinsky, Purchasing Analyst
(863) 402-6528, Direct Line
LKRINKEY@HIGHLANDSFL.GOV, E-mail

INVITATION TO BID (ITB)

22-024-LLK

County-wide HVAC Maintenance, Repair and Replacement Services

X	Pre-Solicitation Meeting:	None Scheduled
	Location:	N/A
✓	Request for Information Deadline:	Thursday, December 8, 2022, 5:00 PM
✓	Submission Deadline:	Wednesday, December 21, 2022, prior to 3:30 PM

Advertisement Date: Saturday, November 19, 2022
(second advertisement date Saturday, November 26, 2022)

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HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing Division

INVITATION TO BID (“ITB”)

The Board of County Commissioners (“Board”), Highlands County, a political subdivision of the State of Florida (“County”) will receive sealed Bids in the Highlands County Purchasing Division (“Purchasing Division”) for:

ITB NO. 22-024-LLK County-wide HVAC Maintenance, Repair and Replacement Services

Specifications may be obtained by downloading from the County website: www.HighlandsFL.Gov. Questions should be directed to: **Lori L. Krinkey, Purchasing Analyst**, 600 S. Commerce Ave., Sebring, Florida 33870, Phone: 863-402-6528; or E-Mail: LKRINKEY@HIGHLANDSFL.GOV.

A Non-Mandatory **PRE-BID meeting** will not be held for this solicitation.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later than **3:30 P.M., Wednesday, December 21, 2022**, at which time they will be opened. Responses may be submitted by one of the following methods:

- **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in **one all-inclusive adobe file** of all documents and **additionally one Excel file containing the Price Sheet**. Label each **“22-024 Bidder Name-Submission”** and **“22-024 Bidder Name-Bid Form”**
- OR**
- **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: **one (1) original all-inclusive paper copy** (signed in blue ink), of the response, and electronic copy containing **one all-inclusive adobe file** of all documents and **additionally one Excel file containing the Price Sheet**. Label each **“22-024 Bidder Name Submission”** and **“22-024 Bidder Name Bid Form”** (Thumb drive) of the original response.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

The public is invited to attend this meeting.

One or more County Commissioners may be in attendance at meetings.

Highlands County's Local Preference Policy and Women/Minority Business Preference Policy will apply to the award of this Bid. Please see the Highlands County Board of County Commissioners Purchasing Manual with an effective date of October 1, 2017. The County encourages the use of Disadvantaged Business Enterprise to include Women/Minority Business Bidder(s.)

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this award, if an award is made, will be based on the lowest responsive and responsible Bid received meeting the requirements requested. The County reserves the right to waive irregularities in the Bid.

The County 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 the ADA Coordinator at: 863-402-6809 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. 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.Highlandsfl.gov

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SECTION I. GENERAL TERMS AND CONDITIONS

- A) For purposes of this ITB, the following terms are defined as follows:
1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
 2. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
 3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
 4. *Purchase Order* means a formal written request from the County for the purchase of materials or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address: https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.
- B) All Bids shall become the property of the County.
- C) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED IN SECTION VI, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.

- D) Bids are due and must be received in accordance with the instructions provided in the invitation to bid.
- E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- F) Bidders, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the purchasing designated contact listed on the cover page of this ITB for additional information and clarification.
- G) Due care and diligence have been exercised in the preparation of this ITB 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 Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders 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 Bids in full or substantially full compliance with them.

- I) Each Bidder 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 Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- K) Award will be made to the Bidder whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB.
- N) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- O) The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB.
- P) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- Q) Each Bid must contain proof of enrollment in E-Verify.
- R) 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) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.

- U) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- V) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- W) The Bidder 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 Bidder and its material suppliers.
- X) Any material submitted in response to this ITB 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 ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z) If any Bidder 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 ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- AA) ADDENDUMS: In this ITB 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 Division will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, www.Highlandsfl.gov. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- BB) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid 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 Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- CC) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- DD) MISUNDERSTANDINGS: The failure or omission of the Bidder 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 Bidder of any obligation to perform as specified herein. The Bidder 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 ITB, or because of any lack of information.
- EE) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.

- FF) COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing 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.
- GG) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the purchasing designated contact identified on the cover page of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover page of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- HH) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- II) 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 and documents resulting from the ensuing contract will remain the sole property of the County.
- JJ) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring and other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid 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 ITB:

- A) To supplement, amend or otherwise modify this ITB, and to cancel this ITB 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 Bids, or Bids with errors.
- D) The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- 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 Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G) If the County believes that collusion exists among Bidders, all Bids will be rejected.

SECTION III. INSURANCE

A) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. 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 ITB 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.
2. 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.
3. 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.
4. Special Requirements / Evidence of Insurance:
 - a. **A copy of the Bidder's current certificate of insurance is to be provided with the Bid submitted in response to this ITB.** A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. 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 that meet an AM Best financial strength 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 in connection with this ITB. The County reserves the right to require the 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.

5. Renewal:
 - a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, 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, 600 S. Commerce Ave., Sebring, FL 33870.

-END OF SECTION-

SECTION IV. SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

A) **BASIS OF AWARD:** Award will be based on the lowest responsive bid determined by the Grand Total of the Itemized Bid Form. The County reserves the right to award in whole or in part, whichever is deemed to be in the best interest. If a Vendor is unable to perform in the time allowed the County reserves the right to move to the next highest bidder until project completion. Other considerations(s) of award may be referenced/qualifications. The County reserves the right to reject a bid from any vendor who has previously failed to perform properly, or on time, contracts of similar nature; or who is not able to satisfactorily perform the contract.

1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - a. The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
 - b. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - c. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County Reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
 - d. All pricing shall be all inclusive to include, but not limited to, licensing, permitting, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
 - e. The County reserves the right to add or delete, at any time, and or all material, tasks, locations or services associated with this Agreement/Contract.
 - f. The County also reserves the right to negotiate additional related materials and/or services as needed.
 - g. Should the item or service be unavailable in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item or service is obtained.

B) **TERM:**

1. The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an **initial thirty-six (36) months** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for two (2) one (1) year terms**, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County.

C) **ITB CONTACT INFORMATION**

1. All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to the Purchasing Department representative listed on the cover page of this solicitation.

D) REQUEST FOR INFORMATION (RFI) CUT-OFF

1. All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation. It shall be the Contractors responsibility to review the site and request clarification(s) for any items prior to the deadline noted on the cover sheet of this solicitation.

E) QUALIFICATIONS below are to be provided with the submission package:

1. Registered to do business with the Division of Corporations. A printout from www.Sunbiz.org which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status is to be submitted with the bid submission.
2. Vendor's must comply with Highlands County Ordinances, codes, rules and regulations, Florida law, and the requirements of any and all other governmental agencies which have jurisdiction over the work being performed.
3. The Contractor is to submit proof of all licenses or certifications as required by the County and the State of Florida.
4. The Contractor and its technicians providing services to the identified equipment and associated equipment in the Scope of Work shall provide verifiable and proven mechanical and HVAC experience working with the equipment manufactures and associated equipment identified in this Scope of Work.

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SECTION V. SCOPE OF WORK AND SPECIFICATIONS

A) GENERAL SCOPE OF WORK

1. The Contractor shall supply all transportation, labor, material, equipment, and other supplies necessary to perform those maintenance duties set forth in this Scope of Work on all equipment listed in Attachment A and associated equipment and components. All work shall be performed in a professional workmanlike manner, using qualified personnel, and quality equipment and materials.
2. PREVENTATIVE MAINTENANCE: Those costs associated with preventative maintenance, including belts and filters, are included in the prices for each facility listed in Attachment A. Belt and filter replacement is considered a preventative maintenance requirement. Charges for unscheduled maintenance attributed to worn out belts or improper filter maintenance will be the sole expense of the Contractor.
3. Highlands County will retain the responsibility for all ventilation fans/equipment unless otherwise noted in this Scope of Work.
4. RESPONSE TIME: 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 times other than normal working hours. Therefore, the Contractor shall be available on a 24-hour 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 such emergency repairs. The County will make all attempts not to request a Contractor response at the end of the day, weekends, or holidays, if reasonably avoidable. The normal working hours on the contract will be from 8:00 AM to 5:00 PM., Monday through Friday. Established County recognized holidays will be considered "after-hours". All scheduled maintenance at the Government Center and the Courthouse shall be completed after normal business hours. All repairs and emergencies at the Government Center and the Courthouse shall be at any time that the need arises.
5. 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 their attempt until conditions are favorable. Any delay shall not nullify the Contractor's responsibility to perform within a reasonable period of time.
6. A yearly schedule of service visits shall be provided to and approved by the Parks and Facilities Department. Any deviations to scheduled activity shall be reported immediately by the Contractor to the Parks and Facilities Department. The yearly schedule is due within 30 days of contract finalization and due annually thereafter on or before the anniversary date of the Contract.

7. All equipment operated on any site shall be equipped by the Contractor 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.
8. The Contractor shall schedule with the Parks and Facilities Department when the contractor is on site. All attempts should be made to refrain from undue interruptions to the facility's normal functions.
9. All debris generated by the Contractor shall be removed from County property by the Contractor unless otherwise authorized by the Parks and Facilities Department and shall be properly disposed of.
10. The Contractor shall immediately notify the Parks and Facilities Department of equipment/system problems along with a recommended repair action. Repair accomplishment is not authorized without a Purchase Order issued for the specific repair work.
11. The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.
12. The equipment listed in Attachment A does include associated Air Handler Units ("AHU"). Those AHU's are included within the yearly prices stated in Attachment A along with all other associated equipment/control.
13. 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).
14. Contractor is required to:
 - (a) Change pleated filters quarterly on all AC units. (MERV 7 or equivalent)
 - (b) Check Air handlers and condensers quarterly.
 - (c) Change HEPA filters annually in the Government Center, Courthouse and EOC.
 - (d) Lubricate pumps bi-annually (twice per year).
 - (e) Lubricate exhaust fans and air handlers annually.
 - (f) Clean fresh air intakes annually.
 - (g) Clean evaporator coils quarterly.
 - (h) Change belts on air handlers and exhaust fans annually.
15. The Contractor shall provide and install all consumable materials utilized in performing preventative maintenance. This includes but is not limited to, filters, belts, and compressor lube oil.

16. 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 mechanical room and shall be clearly marked as 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. The only items that shall be store on site are belts and filters.

17. The Contractor shall keep current on all factory changes and upgrades to equipment being maintained. These items shall be identified to the Parks and Facilities Department 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.

B) GOVERNMENT CENTER AND COURTHOUSE SCOPE OF WORK:

1. Currently all Chiller units are covered under extended manufacture warranties and are not covered under the Scope of Work. The Contractor shall provide preventive maintenance and emergency and routine repairs to all associated air handlers, Fresh Air Intakes, and two (2) Liebert units and their associated components. Vent fans on the roofs are included in this Scope of Work. Maintenance will be based on the requirements, recommendations, and procedures contained in the respective factory manuals and this Scope of Work.

2. Additional information about AC and Building.
 - (a) The Government Center building consist of two stories supported by two chiller units that were replaced in 2018. These units have had a Preventative Maintenance program in place since installation.

 - (b) The Courthouse Building consist of four stories including the basement. The Courthouse is supported by three chiller units, (2) where replaced in 2020 and currently have a service agreement under contract until November of 2025. The third chiller unit was replaced in August 2022 and is also covered under a service agreement.

3. The Contractor shall have access by on-line computer interface, via phone modem, with the system controlling the Government Center’s, Courthouse, and the Sebring Health Department HVAC systems. Contractor shall have a secured computer system, modem, and support system to enable it to access the Government Center, Courthouse, and the Sebring Health Departments controls twenty-four (24) hours a day.

4. Government Center and Courthouse equipment to be maintained by the Contractor pursuant to the Contract include the following and their associated AHU’s and other equipment:

Government Center		Courthouse	
7	Air Handlers	12	Air Handlers
2	Leibert AC Units	107	VTU’s
4	Goodman AC Split Unit		
62	VAV’s		

5. The Contractor shall repair Variable Air Volume (“VAV”) boxes, Volume Terminal Unites (“VTU”), equipment, and their associated components as needed.
6. The County will be responsible for Ibex Controllers, Backtalk Control Modules, JACE 403 Global Controller, Automated Logic Bacnet Controller, and Automated Logic Controllers.

C) AIR HANDLING UNITS PREVENTIVE MAINTENANCE

The preventative maintenance service requirements that the Contractor shall perform are listed in this Scope of Work and the quarterly, semi-annual, and annual preventative maintenance schedules of the manufacturers of the equipment. Preventative maintenance shall be scheduled and performed four (4) times a year, twice (2) a year, or annually as required by A.14 of this Scope of Work and factory manuals, preferably during the spring and fall quarters for service performed twice a year. Preventative maintenance shall include, but is not limited to:

1. Chemically clean 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 clean the primary and secondary drain pan and associated assemblies, including condensation lines. Caustic chemicals are not acceptable.
3. Placing pan tab or like in drain pans to eliminate fungi growth.
4. Inspect 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. Inspect sheaves and pulley and bearing systems. Any evidence of defects, excessive wear or cracks must be reported, in writing, the Parks and Facilities Department 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 lubricate all necessary areas.
9. Killing and cleaning off all fungi or other growths from all internal or external equipment parts with a chemical agent approved by the Parks and Facilities Department.

10. The County will perform all weekly and monthly preventative maintenance requirements, including the weekly and monthly preventative maintenance to be performed in conjunction with quarterly, semi-annual, and annual preventative maintenance performed by the Contractor pursuant to the Scope of Work.

D) CONDENSER UNITS PREVENTIVE MAINTENANCE

The preventative maintenance service requirements that the Contractor shall perform are listed in this Scope of Work and the quarterly, semi-annual, and annual preventative maintenance schedules of the manufactures of the equipment. Preventative maintenance shall be performed in accordance with factory manuals and this Scope of Work. Preventative maintenance shall be scheduled and performed four (4) times a year, twice (2) a year, or annually as required by A.14 of this Scope of Work and factory manuals, preferably during the spring and fall quarters for service performed twice a year. Preventative maintenance shall include, but is not limited to:

1. Chemically clean the condenser coil unit with a pressure washer generating 1200 PSI. All trace evidence of the chemical solution shall be thoroughly removed to complete the procedure.
2. Straighten fins as necessary.
3. Inspect for proper function and check the voltage of the compressor fans and reporting bent fan blades, unbalance, excessive noise, and vibration to the Parks and Facilities Department, 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 Parks and Facilities Department, in writing, on the day of discovery.
6. Check oil levels in all compressors where oil can be monitored or changed. Sending an oil sample from these 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 this Contract. The Contractor shall supply oil test results, which shall identify all contamination, to the Parks and Facilities Department, in writing within forty-eight (48) hours after receipt.
7. The County will perform all weekly and monthly preventative maintenance requirements, including the weekly and monthly preventative maintenance to be performed in conjunction with quarterly, semi-annual, and annual preventative maintenance performed by the Contractor pursuant to the Scope of Work.

E) WORK COMPLETION REPORTS

A standardized work order or report will be submitted to Parks and Facilities Department by way of email for each piece of equipment worked on under this Contract within fourteen (14) work days after the Contractors work is complete and shall contain, at a minimum:

1. Compressor suction and head pressures.
2. Date, time, location number and identification of equipment serviced.
3. Maintenance recommendations (if any).
4. Narrative description of work performed.
5. Refrigerant status.
6. Service technician’s full name and ID if applicable.
7. Any Deficiencies

F) SETTLING CONFLICTING MAINTENANCE REQUIRMENTS

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

G) SITE LOCATIONS

The County reserves the right to add or remove sites as necessary

Location 1	AGRI-CIVIC CENTER 4509 George Blvd., Sebring, FI
Location 2	CHILDREN’S ADVOCACY CENTER 1000 Highlands Ave., Sebring, FI
Location 3	COURTHOUSE 430 S. Commerce Avenue, Sebring FL
Location 4	DESOTO CITY COMMUNITY CENTER 6305 SR 17A South, Sebring, FI
Location 5	EMERGENCY OPERATIONS CENTER 6850 W. George Blvd., Sebring, FI
Location 6	EMS Station 17 Royal Palm Road, Lake Placid, FI
Location 7	EMS STATION 230 Peach Street, Sebring, FI
Location 8	EMS STATION 51 E. Wilhite Street, Avon Park, FI
Location 9	FACILITIES MANAGEMENT 636 S. Fernleaf Ave., Sebring, FI
Location 10	GOVERNMENT ANNEX 501 S. Commerce Ave., Sebring, FI
Location 11	GOVERNMENT CENTER 600 S. Commerce Avenue, Sebring FL
Location 12	H.L. BISHOP PARK CLUBHOUSE 10 Lake June Clubhouse Rd, Lake Placid, FL
Location 13	HEALTH DEPARTMENT 400 South Lake Ave. Avon Park
Location 14	HEALTH DEPARTMENT 101 North Main, Lake Placid, FI
Location 15	HEALTH DEPARTMENT 7205 George Ave., Sebring, FI
Location 16	KENILWORTH BUSINESS CENTER 4500 Kenilworth Blvd. Sebring, FL
Location 17	LIBRARY 319 West Center, Sebring, FI
Location 18	LIBRARY 47 Park Drive, Lake Placid, FI
Location 19	LIBRARY 100 Museum Ave., Avon Park, FI

Location 20	LORIDA COMMUNITY BUILDING 1909 Oak Ave., Lorida, FI
Location 21	PRECINCT 3 516 CR17A North, Avon Park, FI
Location 22	PUBLIC DEFENDER MODULE 510 Fernleaf Ave., Sebring, FI
Location 23	ROAD & BRIDGE Administration 4344 George Ave., Sebring, FI
Location 24	SPORTS COMPLEX, 216 Sheriff's Tower Rd., Sebring, FL
Location 25	STAR CENTER 13639 Josephine Ave. Lake Placid, FL
Location 26	STATE ATTORNEY 411 S. Eucalyptus Street, Sebring FI
Location 27	STATION 1 HIGHLANDS LAKES VFD 2840 N. Highlands Ave., Avon Park, FL
Location 28	STATION 7 WEST SEBRING VFD 4212 Sun 'n Lake Blvd., Sebring, FL
Location 29	STATION 9 WEST SEBRING VFD 2300 Longwood Court, Sebring, FL
Location 30	STATION 18 DEOTO CITY VFD 4612 Desoto City Rd., Sebring, FL
Location 31	STATION 19 DESOTO CITY VFD 6800 West George Blvd., Sebring, FL
Location 32	STATION 33 HIGHLANDS PARK VFD 1317 Columbus St., Lake Placid, FL
Location 33	STATION 36 LAKE PLACID VFD 11 West Interlake Blvd., NW, Lake Placid, FL
Location 34	STATION 39 PLACID LAKES VFD 300 Washington Blvd., NW, Lake Placid FL
Location 35	STATION 41, SUN 'N LAKE LP VFD 460 Sun 'N Lake Blvd, FL
Location 36	TAG OFFICE 11 North Pine, Lake Placid, FI
Location 37	TAG OFFICE 116 E Main Street, Avon Park, FI
Location 38	VETERANS SERVICE OFFICE 7209 S. George Blvd. Sebring, FL
Location 39	VENUS COMMUNITY BUILDING 45 Venus Club House Rd., Venus, FI

H) CONTRACTOR PERSONNEL

1. The Contractor shall obtain a background check for all personnel through (FDLE) Florida Department of Law Enforcement. This 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 Vendor.

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

2. The Contractor shall provide to the Parks and Facilities Department an accurate roster and copy of the background checks of all personnel who have any relationship to work performed within the scope of this contract, prior to starting work. The Parks and Facilities Department will make any final determination upon acceptability. No Vendor employee may have a felony conviction in their records less than ten (10) years old and work on County equipment alone but can work if always attended by an approved Contractor employee. For this exception, the FDLE background check must show a clear reversal of previous problems during the past 10 years. The County will not pay a mechanic with helper at fees under these conditions. A roster listing all employees, provided to the County Representative, must include full names, aliases, home addresses, home telephone numbers, copies of driver's license and social security card. Changes to the roster

shall be reported in writing to the County Representative within one working day. Employees terminated by the Contractor shall be reported immediately to the County Representative.

3. The County requires the Contractor to remove all their personnel from County property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of Highlands County. Any Contractor employee charged with, or being prosecuted for, a felony during the course of their employment will be considered reasonably objectionable and their continued employment on the job is deemed to be contrary to the interest of Highlands County until cleared of all charges.

I) IDENTIFICATION AND UNIFORMS

1. The Contractor's work force shall be neat and clean in appearance and shall 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 employee that does not comply with this requirement will be required to leave the County property. To insure only authorized Contractor employees are on County property, there is no exception to this requirement.

J) SECURITY

1. Keys to buildings will be provided by Parks and Facilities Department. Keys are the property of Highlands County and must be surrendered upon demand to an authorized Highlands County Representative. A fee will be charged to the Contractor for the loss of any keys and any costs associated with the changing of locks as the result of any key(s) loss. The sole decision, regarding changing the locks, rests with the County Representative.
2. The Contractor Representative shall be responsible for all keys and will adhere to all building security regulations. Contractor personnel or the Contractor's sub-contractors are not allowed in County facilities (through use of provided keys) outside those work hours performed under this contract.
3. Certain areas within a building may be considered off-limits and each building (POC) Point of Contact will be responsible for identifying those areas. The Contractor will not be required to perform work in these areas unless the building POC has one of their employees present at the time.
4. Contractor personnel 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.

5. In addition to other security rules and regulations, Contractor employees shall be prohibited the use or possession of: guns, knives, or other weapons, or use, or be under the influence of, alcohol or illegal drugs while on County premises.

K) UNAUTHORIZED PERSONNEL

1. 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 this contract. This includes children and/or other relatives. Contractor owners, supervisors, or other employees inside facilities must be on the approved Contractor's employee list. Employees of the Contractor that violate this requirement will be deemed objectionable to the County and will no longer be allowed to work in County facilities.

L) SITE EXAMINATIONS AND OTHER RELEVANT MATERIAL

1. The Contractor should visit all sites 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 they may see fit so that they 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.
2. Site visitation appointments can be made by contacting the County Representatives listed this ITB. Appointments will normally be scheduled between the hours of 8:00 a.m. to 5:00 p.m. It is important that appointments be made as soon as possible and with advance notice. Parks and Facilities Department will try to meet all schedule requirements of the Contractor but reserves the right to schedule multiple Contractors during the same appointment.
3. The failure or omission of the Contractor to examine all instructions and/or documents received, or to visit the sites identified and acquaint themselves 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 any obligation to perform as specified herein.

-END OF SECTION-

SECTION VI. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder’s responsibility to review and include all requested and required documentation.

Forms	
LOCAL COMPLIANCE FORMS	✓
Official Bid Submittal Form: include acknowledgement of all addenda, original signature AND Excel Itemized Bid Form. Electronic versions: Label each “22-024 Bidder Name-Submission” and “22-024 Bidder Name-Bid Form”	
Drug-Free Workplace Certification, F.S. 287.087	
Public Entity Crimes Sworn Statement, F.S. 287.133	
Discrimination Certification, F.S. 287.134	
Scrutinized Companies Certification, F.S. 287.135	
E Verify Certification	
Local Preference Affidavit of Eligibility	
MISCELANEOUS DOCUMENTATION	
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number	
Acord Insurance Form (sample copy of Certificate of Insurance)	
Women / Minority Business Enterprise Certification (Mark with an “x” if not applicable)	
Licenses/Certifications, as applicable	
One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each “22-024 Bidder Name-Submission” and “22-024 Bidder Name-Bid Form” OR Upload one (1) all-inclusive adobe file of the Submission package to the County Website via VendorRegistry.com. Label each “22-024 Bidder Name-Submission” and “22-024 Bidder Name-Bid Form”	
Statement of “No Bid” Due prior to submission due date and time	
Sealed Submission Label (affix to outside of submittal package)	

OFFICIAL BID SUBMITTAL FORM

BID SUBMITTED TO:
**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
 PURCHASING DIVISION**

SOLICITATION IDENTIFICATION: **ITB 22-024-LLK**
 SOLICITATION NAME: **HVAC Service Contract**

SUBMITTED BY: _____

Bidder's Name _____

Bidder's Authorized Representative's Name and Title _____

Bidder's Address 1 _____

Bidder's Address 2 _____

Contact's Name and Title (Print) _____

Contact's E-mail Address _____

Contact's Phone Number _____

Dun's Number _____

Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org) _____

BIDDER IS: (CHECK ONE)

Individual
 Partnership
 Corporation
 Limited Liability Company
 Joint Venture*

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

In submitting this response, BIDDER represents that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged). Bidder should insert date of the Addendum and Addendum Number in boxes below:

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Insert printed copy of Attachment A "Price Proposal Form" from Attached Excel file.** A copy of the Price Proposal Form should be inserted here. The electronic submission is to include the Price Proposal in an **unlocked Excel file. Label each "22-024 Bidder Name-Submission" and "22-024 Bidder Name-Bid Form"**

CERTIFICATION/ACKNOWLEDGEMENTS:

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein. (no additional trip, service or mileage charges)

This Bid 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

TERM:

The initial term of the contract shall be **thirty-six (36) months** from the date of the Board approval. There will be an option to extend this contract for **two (2), additional one (1) year terms** upon approval of both the County and the vendor at the time of the extension or renewal.

PRICING:

The incorporation of the attached Excel File, 22-024-LLK Itemized Bid Form, containing the itemized bid price for each location, is hereby acknowledged by the authorized representative signature below.

SUBMITTED ON: _____ 20 _____

COMPANY: _____

SIGNATURE: _____ (Seal)

Bidder's Authorized Representative

PRINTED NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE NUMBER: _____

EMAIL: _____

DRUG FREE WORKPLACE

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA _____ } ss
COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly
sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20 ____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20 ____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANIES CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 2017, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____
COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____

LOCAL VENDOR AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
by _____
[Print individual's name and title]

for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.
YES ___ NO ___

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:
YES ___ NO ___

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands 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 Highlands County.
YES ___ NO ___

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20____.

NOTARY PUBLIC

SEAL

Commission Expiration Date



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- Specifications too "tight", i.e., geared toward one brand or manufacturer only
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or services
- Unable to meet specifications
- Unable to meet Bond requirements
- Specifications unclear (explain how)
- Unable to meet Insurance requirements
- Remove us from your "Bidders List" altogether
- Other (specify below)

Remarks:

Company Name:

Signature:

Telephone:

E-Mail:

Date:

Sealed Submission Label


Cut along the outer border and affix this label to your sealed submission envelope to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Lori L. Krinsky, Purchasing Analyst
(863) 402-6500

PLEASE PRINT CLEARLY



	SEALED BID/PROPOSAL DOCUMENTS	
	• DO NOT OPEN •	
SOLICITATION NO.:	ITB 22-024-LLK	
SOLICITATION TITLE:	COUNTY-WIDE HVAC MAINTENANCE, REPAIR AND REPLACEMENT SERVICES	
DATE DUE:	Wednesday, December 21, 2022	
TIME DUE:	Prior to: 3:30 PM	
SUBMITTED BY:	_____	
	<small>(Name of Company)</small>	
	<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor 600 South Commerce Avenue Sebring, Florida 33870	
Note: submissions received after the time and date above will not be accepted.		

***Notice:** The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

AC FILTER LIST

Avon Park Library	16x25x1 (8)	20x20x1 (3)	16x20x1 (1)				
Avon Park NuHope & Tax Col	18x24x1 (2)	20x24x1 (1)	20x20x1 (1)				
Avon Park Health Dept	20x20x1 (12)	20x22.25x1 (1)					
Avon Park EMS Station 4	20x20x1 (2)	16x20x1 (1)					
Avon Park Precinct 3	22x22x1 (1)						
Station 7, West Sebring VFD	24x24x1 (1)						
Lake Placid Health Dept.	20x20x2 (4)	20x25x2 (4)	16x20x2 (4)				
Lake Placid Tax Collectors	18x24x2 (4)	20x25x1 (1)	14x20x1 (1)				
Lake Placid Library	16x25x1 (8)	22x22x1 (1)					
Venus Comm. Center	20x20x1 (2)						
Lorida Comm. Center	24x24x1 (4)						
Desoto City Comm Center	18x20x1 (1)						
Sebring Health Dept.	20x25x2 (10)	16x25x2 (6)	20x24x1 (1)	20x20x1 (1)			
Veterans Service	20x22.5x1 (2)						
Emergency Operation Center	24x24x2 (4)	12x24x2 (2)	20x24x2 (1)	12x20x2 (1)	18x24x2 (1)		
Road & Bridge Admin Office	20x20x1 (25)	20x24x1 (1)	18x20x1 (1)	16x20x1 (1)	20x24.5x1 (2)	14x20x1 (1)	
Agri Civic Center	20x25x2 (6)	16x25x2 (6)	20x20x1 (2)	16x20x1 (2)	18x20x1 (1)	16x25x1x(4)	15x20x2 (8) Polyester filter
Kenilworth Building	20x20x1 (9)						
Children's Advocacy Center	16x25x1 (3)	20x22.5x1 (2)	20x20x1x(8)				
Sebring Library	16x24x2 (4)	20x22.5x1 (1)	16x25x1x(5)	24x24x1 (2)	20x25x1 (1)	20x20x1 (1)	
Gov't Annex	16x24x2 (4)	14x25x2 (60)	20x20x1 (1)	20x25x1 (1)			
Public Defenders	24x24x2 (2)	12x24x2 (1)					
State Attorney's	16x25x1 (4)	16x25x2 (2)	18x18x2 (2)	14x20x2 (4)	20x35x2 (2)	24x30x1 (1)	
Parks & Facilities Dept.	16x20x1 (1)	14x20x1 (1)	18x24x1 (1)	12x12x1 (1)			
EMS Station 17, Peach St.	24x24x1 (1)						

FILTER - BELT LIST COURTHOUSE MAINTENANCE

Customer	Filter size	Type	Quantity
Courthouse			
1N	24x24x2	Pleated	1
	12x24x2	Pleated	1
	20x24x2	Pleated	2
	12x20x2	Pleated	2
2N	24x24x2	Pleated	2
	12x24x2	Pleated	2
	20x24x2	Pleated	1
	12x20x2	Pleated	1
3N	24x24x2	Pleated	2
	12x24x2	Pleated	2
	20x24x2	Pleated	1
	12x20x2	Pleated	1
4N	24x24x2	Pleated	2
	12x24x2	Pleated	2
	20x24x2	Pleated	1
	12x20x2	Pleated	1
1R	24x24x2	Pleated	1
	20x24x2	Pleated	2
2R	24x24x2	Pleated	2
	12x24x2	Pleated	2
	20x24x2	Pleated	1
	12x20x2	Pleated	1
3R	24x24x2	Pleated	2
	12x24x2	Pleated	2
	20x24x2	Pleated	1
	12x20x2	Pleated	1
4R	24x24x2	Pleated	3
	12x24x2	Pleated	3
5R	24x24x2	Pleated	1
	12x24x2	Pleated	1
	20x24x2	Pleated	2
	12x20x2	Pleated	2
6R	24x24x2	Pleated	6
	12x24x2	Pleated	2
Server	24X24X1	Pleated	1

All standard filters are stock from local vendors, currently 2" pleated are MERV 10 Hepa filters are 65%

Total Courthouse	12x20x2	Pleated	9
	12x24x2	Pleated	17
	20x24x2	Pleated	11
	24x24x2	Pleated	22
	24x24x1	Pleated	1
Hepas Per Year			
	12x24x12	65%	17
	20x24x12	65%	11
	24X24X12	65%	22
	12X20X12	65%	9

FILTER LIST FOR GOVERNMENT CENTER

Customer	Filter size	Type	Quantity	Price
Government Center				
AHU-1A	20x20x2	Pleated	4	
	20x25x2	Pleated	8	
	24x24x12		6	
AHU-2A	20x25x2	Pleated	4	
	20x20x2	Pleated	12	
	12x24x12		2	
	24x24x12		6	
AHU-1B	20x20x2	Pleated	4	
	20x25x2	Pleated	8	
	24x24x12		6	
AHU-2B	16x25x2	Pleated	12	
	20x25x2	Pleated	12	
	12x24x12		2	
	24x24x12		8	
AHU-3RA	20x24x2	Pleated	1	
	12x24x2	Pleated	1	
AHU-30A	16x20x2	Pleated	1	
CRU-1	16x24x2	Pleated	2	
CRU2-1	28.5x29.5x4	Pleated	1	No Per Alfred
CRU2-2	16x25x1	Poly	3	
Leibert	16x24x4	Pleated	2	
Hepas Per	12x24x12	65%	4	
	24x24x12	65%	26	

All standard filters are stock f local vendors,
currently 2" ple are MERV 10
Hepa filters are 65%

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BELT LIST

Customer	Filter	Type	Quantity	
Maintenance				
Agri-Civic Center				
A/C 1	5VX6	Belt	2	
A/C 2	4L-	Belt	1	
A/C 4	B-62	Belt	1	
AP Health Dept				
Clinic	A49	Belt	1	
Avon Park Library				
TWE120 #1	A50	Belt	1	
TWE120 #5	A50	Belt	1	
TWE061 #2	A42	Belt	1	
Avon Park Tag Office				
NuHope	A39	Belt	1	
Children's Advocacy				
New #4	A-49	Belt	1	
Courthouse				
1R	BX-35	Belt	2	
2R	5VX-	Belt	2	
3R	AX-51	Belt	2	
4R	BX-57	Belt	2	
5R	BX-46	Belt	2	
6R	BX-73	Belt	2	
1N	BX-48	Belt	2	
2N	BX-59	Belt	2	
3N	5VX-	Belt	2	
4N	BX-55	Belt	2	
EOC				
DCR	A40	Belt	1	Do not change per Arthur 1/2020
	5VX4	Belt	2	
	5VX5	Belt	2	
Gov't Annex				
AHU 1	BX33	Belt	1	
AHU 2	AX29	Belt	1	
RTU#1	B65	Belt	1	
RTU#2	AX-51	Belt	1	
Storage	5"	Filter	1	Don't need for current application
Gov. Center				
1A	B60	Belt	2	
2A	B66	Belt	2	
1B	5VX-	Belt	2	
2B	BX62	Belt	2	
3RA 8/18	AX60	Belt	1	
CRU2-1	A37	Belt	1	Do not change per Arthur 11/2019
CRU2-2	A48	Belt	1	
EF-1A	A40	Belt	1	

EF-1B	A52	Belt	1	
EF-2A	A42	Belt	1	
EF-2B	A43	Belt	1	
EF-3	4L-	Belt	1	
Lake Placid Health				
Main	BX81	Belt	1	
Sheriff's	A48	Belt	1	
Lake Placid Library				
New	A50	Belt	1	
Large Area	A50	Belt	1	
Lake Placid Tag Office				
New Unit 1/18	A40	Belt	1	
Lorida Community				
Trane	BX58	Belt	1	
State Attorney				
Unit 2	AX39	Belt	1	
Unit 3	AX35	Belt	1	
Mtg. Room	A50	Belt	1	
Sebring Health Dept.				
AHU 1	AX29	Belt	1	
AHU 2	A43	Belt	1	
AHU 3	BX39	Belt	1	
AHU 4	A27	Belt	1	
AHU 5	A30	Belt	1	
AHU 6	AX39	Belt	1	
Sebring Library				
Stacks	A50	Belt	1	
children's #6	A41	Belt	1	
Venus Community				
	A51	Belt	1	