



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

600 S. Commerce Ave.  
Sebring, FL 33870

Purchasing Main Line: (863) 402-6500

Purchasing Designated Contact: Kelli Bronson, Purchasing Analyst

Direct Line: (863) 402-6528

E-mail: [KBronson@highlandsfl.gov](mailto:KBronson@highlandsfl.gov)

## **INVITATION TO BID (ITB)**

### **24-019-KSB**

## **Ice Machine Preventative Maintenance, Repair and Replacement Services**

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<b>Pre-Solicitation Meeting:</b>	<b>N/A</b>
<b>Location:</b>	<b>N/A</b>
<b>Request for Information Deadline:</b>	<b>Wednesday, April 3, 2024, prior to 5:00 PM</b>
<b>Submission Deadline:</b>	<b>Tuesday, April 16, 2024, Prior to 3:30 PM</b>

**Advertisement Date: Saturday, March 16, 2024**  
**Second Advertised Date: Saturday, March 23, 2024**



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

**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 Department (“Purchasing Department”) for:

**ITB NO. 24-019-KSB      Ice Machine Preventative Maintenance, Repair & Replacement Services**

Specifications may be obtained by downloading from our website <http://www.HighlandsFL.gov> or on <http://www.VendorRegistry.com>. Questions should be directed to: Kelli Bronson, Purchasing Analyst, 600 S. Commerce Ave, Sebring, Florida 33870, Phone: 863-402-6528; or E-mail: [KBronson@highlandsfl.gov](mailto:KBronson@highlandsfl.gov)

A 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. Tuesday, April 16, 2024**, 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](http://www.highlandsfl.gov), which directs to the advertising mechanism [www.vendorregistry.com](http://www.vendorregistry.com), in one all-inclusive Adobe file of all documents. **File Name “24-019 Bidder Name”.**

**OR**

**Hard Copy Submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation File Name” 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. **File Name “24-019 Bidder Name”** (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

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Purchasing Manual with an effective date of June 21, 2022. The County encourages the use of Disadvantaged Business Enterprises 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](mailto: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](http://www.Highlandsfl.gov)

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## 1. GENERAL TERMS AND CONDITIONS

- 1.1. For purposes of this ITB, the following terms are defined as follows:
  - 1.1.1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
  - 1.1.2. *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.
  - 1.1.3. *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.
  - 1.1.4. *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 in the County's website at the following address:  
[https://www.highlandsfl.gov/departments/business\\_services/purchasing/po\\_terms\\_and\\_conditions.php](https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php).
- 1.2. All Bids shall become the property of the County.
- 1.3. 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.
- 1.4. RESPONSIBLE VENDOR DETERMINATION: Respondent/Prospective Vendor/Prospective Bidder is hereby notified that Florida Statutes, Section 287.05701, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Respondent/Vendor/Bidder.
- 1.5. Bids are due and must be received in accordance with the instructions provided in the Invitation to Bid.
- 1.6. The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.
- 1.7. Cone of Silence: 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 individual listed on the cover of this ITB for additional information and clarification.
- 1.8. 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 solicitation, such Bidder/Proposer may be disqualified from performing the work described in this solicitation or from furnishing the goods or services issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- 1.9. 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.
- 1.10. All timely Bids meeting the specifications set forth in this ITB will be considered. 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. However, Bidders are

cautioned to clearly indicate any deviations from these specifications. Request for approval are to be submitted via Request for Information (RFI) prior to the stated deadline.

- 1.11. 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.
- 1.12. 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 clause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- 1.13. 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.
- 1.14. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this ITB shall not be binding.
- 1.15. 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.
- 1.16. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
  - 1.16.1. The successful Bidder/Proposer shall indemnify and hold the County harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the County and said successful Bidder/Proposer.
  - 1.16.2. The CONTRACTOR agrees to be liable for any and all liabilities, damages, losses and costs incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, and/or its officers or employees. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all liabilities, damages, losses and costs, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, and/or its officers or employees, in any way related to the services provided herein and this Agreement, through and including any appeals. 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. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.
  - 1.16.3. The following are incorporated only as applicable to the specific project included herein  
Limited Indemnity Authority:  
Florida Statutes, Section 725.6(2)  
Agreement for construction, alteration, repair or demo, including moving and excavation associated therewith, with an architect, engineer, general contractor, subcontractor, sub- subcontractor, or materialman or any combination thereof.  
Florida Statutes, Section 725.08  
Agreement for planning, design, construction, administration, study, evaluation, consulting or other professional and technical support services furnished in

connection with actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demo, excavation or other land, air, water or utility development improvement with an architect, landscape architect, land surveyor or mapper or engineer.

with an architect, landscape architect, land surveyor or mapper or engineer.

- 1.17 If submitting Bids or Proposals for more than one ITB or Request for Proposals (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.
- 1.18 Each Bid is to contain proof of enrollment on E-Verify.
- 1.19 Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- 1.20 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
- 1.21 Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in a 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.
- 1.22 Emailed and faxed Bids will not be accepted.
- 1.23 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.
- 1.24 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.
- 1.25 In the event of a mathematical error, the unit price shall prevail.
- 1.26 Items marked as "Product Only", "No Substitution", or "Equivalent", etc., shall be priced as such. Any items not approved shall be returned/retrieved by the Vendor at no additional expense to the County.
- 1.27 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.
- 1.28 Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- 1.29 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 shall be Highlands County, Florida.
- 1.30 **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 Department will supplement this ITB document with Addendums. These Addendums will be posted on the County's website, [www.Highlandsfl.gov](http://www.Highlandsfl.gov). It is the sole responsibility of the Bidder to check the website for Addendums. Bidders are to acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- 1.31 **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; and that the Bidder has no conflict of interest with any person or entity associated with the project or purchase contemplated by this ITB, including the County, other Bidders, or entities that have provided or are providing services or goods related to this ITB.

- 1.32 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.
- 1.33 MISUNDERSTANDINGS: The failure or mission 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.
- 1.34 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.
- 1.35 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.
- 1.36 REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person 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 of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- 1.37 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. Any exceptions must be submitted for approval prior to the Request for Information (RFI) cut-off.
- 1.38 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.
- 1.39 USE BY OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree that this submitted bid may also constitute an invitation to other local government agencies, under the same conditions, for 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 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 any other governmental agency to competitively procure any or all items.

- 1.40 ITB CONTACT INFORMATION: 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.
- 1.41 REQUEST FOR INFORMATION (RFI) CUT-OFF: 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.
- 1.42 PRICE GUARANTEE: Contractor will hold pricing for up to 120 days from date of award while project is approved.
- 1.43 PURCHASE ORDER: The awarded Bidder(s) shall not proceed with any work until receipt of a County-issued purchase order and the approval of the County Project Manager.
- 1.44 INVOICE/COMPENSATION: Contractor shall submit detailed invoices to the County within five (5) business days from monthly work completion. It shall contain the Purchase Order number, bid item number (if applicable,) description and location of work performed, itemized amounts and total amount due. If there are any apparent defects in the work or material, County will promptly notify Contractor. Without limiting any other rights to which it may be entitled, County may require Contractor, at Contractor's expense, to correct any nonconforming workmanship.

**-End of Section-**



## **2 THE COUNTY'S RESERVATION OF RIGHTS**

- 2.1 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:
  - 2.1.1 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).
  - 2.1.2 To issue additional subsequent ITBs or RFPs.
  - 2.1.3 To reject all incomplete/non-responsive Bids, or Bids with errors.
  - 2.1.4 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.
- 2.2 The County also reserves the right to modify the Scope of Work to be performed.
- 2.3 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.
- 2.4 If the County believes that collusion exists among Bidders, all Bids will be rejected.
- 2.5 Public Record
- 2.6 Pursuant to Florida Statutes, Section 119.0701

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF  
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO  
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,  
CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:  
COUNTY RECORDS CLERK: GLORIA RYBINSKI**

**600 SOUTH COMMERCE AVENUE  
SEBRING, FLORIDA 33870**

**TELEPHONE NUMBER: (863) 402-6832**

**[HCBCCRECORDS@HIGHLANDSFL.GOV](mailto:HCBCCRECORDS@HIGHLANDSFL.GOV)**

- 2.8.1. Vendor agrees to comply with public records laws, specifically to:
  - 2.8.1.1. Keep and maintain public records required by the County to perform the services set forth herein.
  - 2.8.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
  - 2.8.1.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.
  - 2.8.1.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

**-End of Section-**

### 3. INSURANCE

3.1. 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:

3.1.1. 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.

3.1.2. 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.

3.1.3. 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.

3.2. Special Requirements / Evidence of Insurance:

3.3. 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.

3.4. **The formal insurance certificate shall also comply with the following:**

3.4.1 Additional Insured: The following statement is to be included on the COI: ***"Highlands County, A Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall all be named as an "Additional Insured" on all policies except Workers' Compensation and Professional Liability."***

3.4.2. 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.

3.4.3. 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.

3.5. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

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- 3.6. 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".
- 3.7. 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.
- 3.8. Renewal:
  - 3.8.1. 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.
  - 3.8.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Avenue, Sebring, Florida, 33870 or e-mailed to: [purchasing@highlandfl.gov](mailto:purchasing@highlandfl.gov)

**-End of Section-**

#### 4. 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.

- 4.1 **BASIS OF AWARD:** The bid is to be awarded to the lowest responsive and responsible bidder based on the "Total Project Amount". 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 references/qualifications.
  - 4.1.1 All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling, or delivery, disposal and/or associated fees and incidentals, as applicable, to complete the project described.
  - 4.1.2 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:
  - 4.1.3 The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
  - 4.1.4 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.
  - 4.1.5 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. The County also reserves the right to negotiate additional related services as needed.
- 4.2 **TERM:** 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" no purchase amount is guaranteed. The initial term of the Contract shall be for **three (3) years** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for three (3) one (1) year terms**.
  - 4.2.1 A Price Adjustment Clause was included in this solicitation. Prices shall remain firm for 1 year and may be reviewed prior to each anniversary thereafter for justified increase or decrease. The contract will include a thirty (30) day termination for convenience clause for termination by the County.
- 4.4. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided.

**-END OF SECTION-**

## **5. SCOPE OF WORK AND SPECIFICATIONS**

**5.1 Preventive maintenance** of all County-owned ice machines shall include the purchase of water filters and air filters by the Contractor for installation. The cost of the filters shall be included in the preventative maintenance fee for each site and as described below. Services including but not limited to:

- Clean and/or replace air filters, as needed (on air-cooled models.)
- Clean and sanitize the water system, quarterly.
- Clean the bin interior and unit exterior, quarterly. Schedule 24 hours in advance for Ice machines to be turned off.
- Mark date of filter replacement on the filter.
- Maintain standardized filters to the extent as possible.
- Check external filter system and change cartridges, bi-annual.
- Check inlet water valve screens, bi-annual.
- Conduct bearing and auger inspection on extruded ice makers, biannually.
- Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc. bi-annual.
- Any internal filters not identified by the County, will not be included in the preventative maintenance cost and will be charged as additional parts.

5.1.1 Price for all maintenance shall be itemized by machine. See price sheet.

5.1.2 The County reserves the right to add and/or remove machines to this contract. Additional machines pricing will be negotiated based on the established rates of like machines.

5.1.3 Maintenance to be scheduled with the requesting department prior to visit.

5.1.4 Attachment A shows the Ice Machine at each location and the filter identified at that location.

### **5.2 Repairs**

5.2.1 In the event repairs are necessary, a written quote will be provided and approved prior to work being performed.

5.2.2 The rates provided in the Itemized Bid Form are to be established as a guide (not to exceed) Hourly Rates for labor.

5.2.3 Parts are to be at a not to exceed percentage rate over vendor cost. This cost may be further negotiated by the County, if excessive.

5.2.3 Respond within 48 hours for non-emergency. Respond within 2 hours for emergency.

### **5.3 Replacement**

5.3.1 Replacement equipment must meet the County's planned standardizing of equipment.

5.3.2 Comparable brands and models are the only acceptable replacement ice machines. The purchase price will be based on the Vendor's documented purchase price plus the percentage indicated on the quote form. The County has the right to further negotiate any rate submitted on the bid form or request additional quotes for replacement equipment.

**-END OF SECTION-**

**HIGHLANDS COUNTY FORMS**

Documentation included with Bid submittal package.

***Any blank spaces on the form(s), qualifying notes or exceptions, counteroffers, 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	No	Yes
<b>LOCAL COMPLIANCE FORMS</b>		
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label File "24-019 Bidder Name" If provided, Excel file(s) are to be returned in the same unlocked format. Label File "24-019 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		
Contracting with entities of foreign countries F.S. 287.138		
E Verify Certification		
Local Preference Affidavit of Eligibility		
W-9		
Price Adjustment Form		
<b>MISCELLANEOUS DOCUMENTATION</b>		
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number		
Acord Insurance Form (sample copy of Certificate of Insurance-COI)		
Women / Minority Business Enterprise Certification (Mark with an "x" if not applicable)		
HARD COPY: One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label File "24-019 Bidder Name" OR ELECTRONIC: Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label File "24-019 Bidder Name" If provided, Excel file(s) are to be returned in the same unlocked format. Label File "23-xxx 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)		





2. PRICING:

Insert Itemized Bid Form (Excel format titled "24-019 Bidder's Name-Bid Form") here.

3. Do you accept P-Card (Visa) Payments \_\_\_\_\_ Yes / No \_\_\_\_\_ (circle 1) \_\_\_\_\_ Fee, if any.

4. **BID ACKNOWLEDGEMENT:** 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.

**SUBMITTED ON:** \_\_\_\_\_ **20** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **(Seal)**  
Bidder's Authorized Representative

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

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

**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

\_\_\_\_\_ [Print individual's name and title]

\_\_\_\_\_ [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

**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 [ ].

Signature: \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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 \_\_\_\_\_ }

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\_\_\_\_\_.

Signature: \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES DISCRIMINATION;  
DENIAL OR REVOCATION OF THE RIGHT TO TRANSMIT 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 [ ].

Signature: \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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 \_\_\_\_\_, 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)

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

Notary Public, State of Florida  
Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FLORIDA STATUTES, SECTION 287.138  
CERTIFICATION**

I, \_\_\_\_\_, as the \_\_\_\_\_  
Person Title  
of \_\_\_\_\_ do hereby certify that  
Entity

\_\_\_\_\_ : (i) is not owned by the government of a  
Entity  
Foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

State of Florida  
County Of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  
 physical presence or  Online notarization of \_\_\_\_\_  
Signatory Name

he/she is authorized to execute this Oath and who is personally known to me or who produced  
\_\_\_\_\_ as identification, and who did/did not take an oath this  
\_\_\_\_\_ Day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
(Stamp) NOTARY PUBLIC, State of Florida

**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 and 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

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional) <b>Board of County Commissioners</b> 590 S Commerce Ave Sebring, FL 33870</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**PRICE ADJUSTMENT CLAUSE**

*STATEMENT OF ISSUE:* The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability during the contract period. In consideration, the COUNTY is including this price adjustment clause in the solicitation to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first year of contract term**. Pricing will be reviewed at the anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

**Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change.** The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below I fully understand, accept and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED SIGNATURE \_\_\_\_\_ 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 – Use if Bid submittal is by postal mail or any special delivery mail.  
Labeling not required for electronically submitted bids that are uploaded into Vendor Registry.

**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 Avenue, 2<sup>nd</sup> Floor  
Sebring, Florida, 33870

**Contact Information:** Lori DeLoach, Purchasing Manager  
(863) 402-6504



**PLEASE PRINT CLEARLY:**



**SEALED BID/PROPOSAL DOCUMENTS**  
**• DO NOT OPEN •**

SOLICITATION NO.: **ITB 24-019-KSB**

SOLICITATION TITLE: **Ice Machine Preventative Maintenance, Repair and Replacement Services**

DATE DUE: **Tuesday, April 16, 2024**

TIME DUE: **Prior to: 3:30 PM**

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

e-mail address

Telephone

**DELIVER TO:** Highlands County Board of County Commissioners Attn:  
Purchasing Department, 2<sup>nd</sup> Floor  
600 South Commerce Avenue  
Sebring, Florida 33870

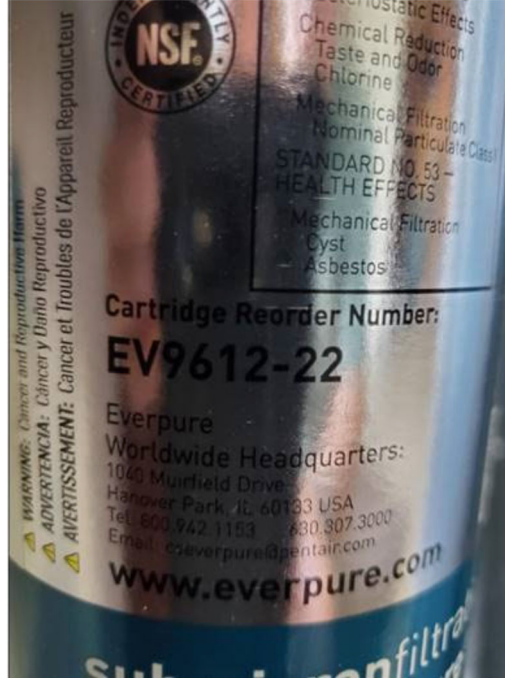
***Note: submissions received after the time and date above will not be accepted.***

**\*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.**

### ATTACHMENT A

### Pictures and filters at each location

#### Facility Warehouse



#### Landfill



V12/06/2023

**Parks Carpenter**



**Road & Bridge Office**



**Road & Bridge Unit #1 Avon Park**



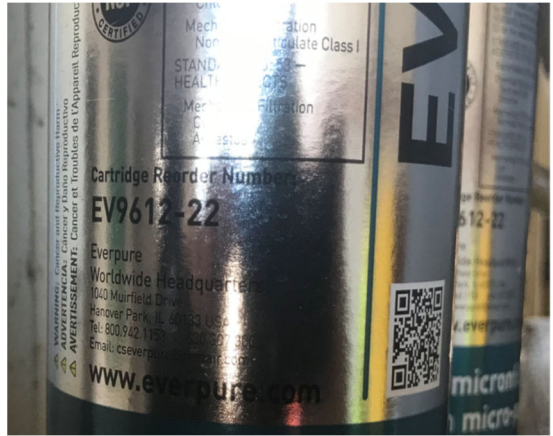
**Road & Bridge - Unit 2 - 4242 George Blvd, Sebring**





Two Filters at this location

Road & Bridge – Unit 3 – 1815 CR621 Lake Placid

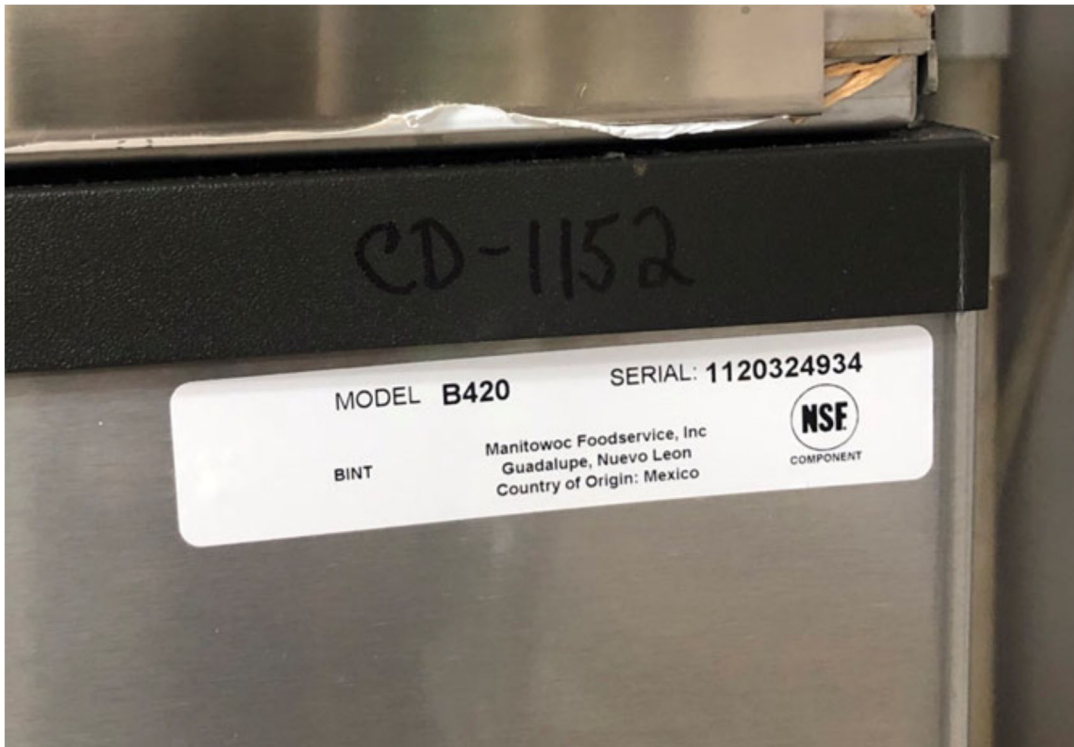


Traffic Operations



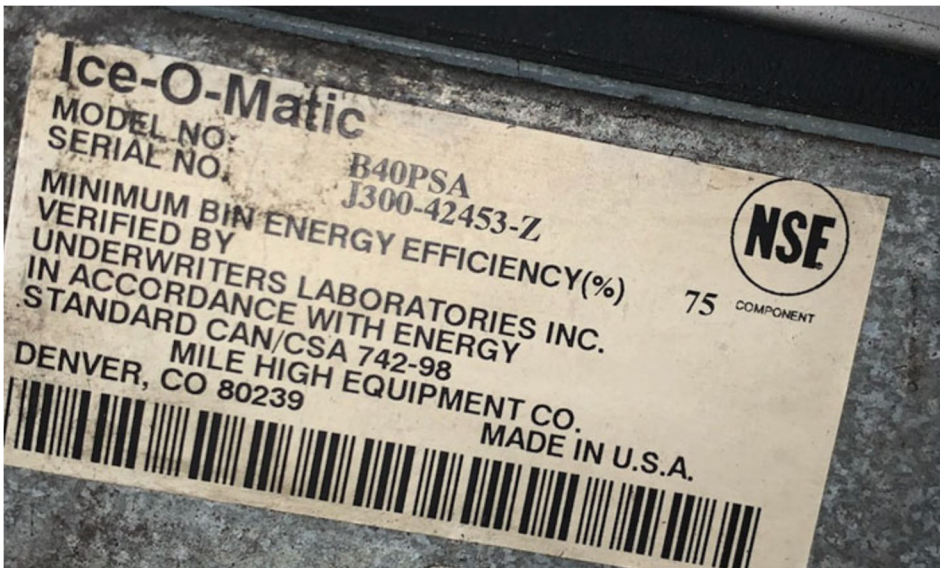


Emergency Operations Management



V12/06/2023

Fire Station # 1 Highlands Lake



V12/06/2023

### Fire Station # 33 Highlands Park



MODEL NUMBER  
**ICE0400FA2**

SERIAL NUMBER  
**06091280012808**

AC SUPPLY VOLTAGE ~ 115 HERTZ 60  
TOTAL LOAD AMPS PHASE 1  
MINIMUM CIRCUIT AMPACITY 14.4 WIRES 2  
MAX FUSE SIZE OR HACR TYPE CIRCUIT BREAKER 15.0  
HEATER WATTS

MOTORS	VOLTS	RLA/FLA	W/HP	LRA
1 COMPRESSOR	115	9.5	0.06HP	51.0
1 FAN	115	2.0		
1 DRIVE				
1 HARVEST	115	.1	3W	
1 PUMP	115	.4	31W	

RATED POWER CONSUMPTION (KW) 0  
REFRIGERANT - R404A - CHARGE/CIRCUIT 30 OZ 849 GRAMS

NUMBER OF REFRIGERANT CIRCUITS 1

DESIGN PRESSURES P.S.I. 252 - LO 500 - HI  
BARS 17.7 - LO 35.1 - HI

LISTED 361P  
US  
ICE MAKER WITHOUT STORAGE MEANS

MILE HIGH EQUIPMENT CO.  
DENVER, COLORADO 80239  
MADE IN U.S.A.

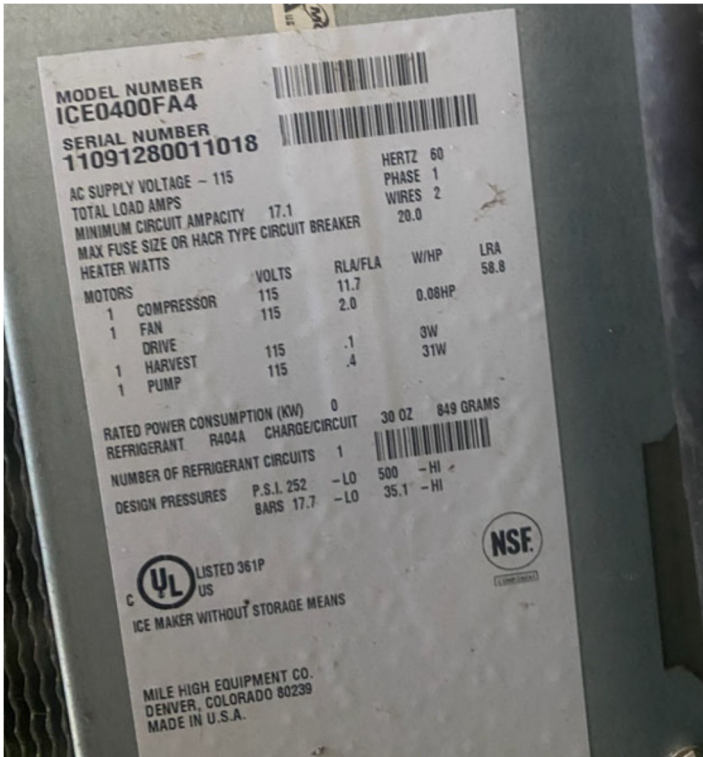
## Enodis®

RATED ENERGY EFFICIENCY (KWH/100 LB) 6.5 (KJ/KG) 555.6  
MINIMUM BIN ENERGY EFFICIENCY (%) NA  
Verified in Accordance With Energy Standard CAN/CSA 742-98 and  
ANSI 810-91 by Underwriters Laboratories Inc.  
Approved by City of Los Angeles Mechanical Testing Laboratory  
M-860074

Manufactured under one or more of the following  
U.S. Patents. Others pending:  
4,341,087; 4,366,679; 4,706,466; 4,774,814; 5,182,925; 5,291,752

V12/06/2023

Fire Station # 36 Lake Placid



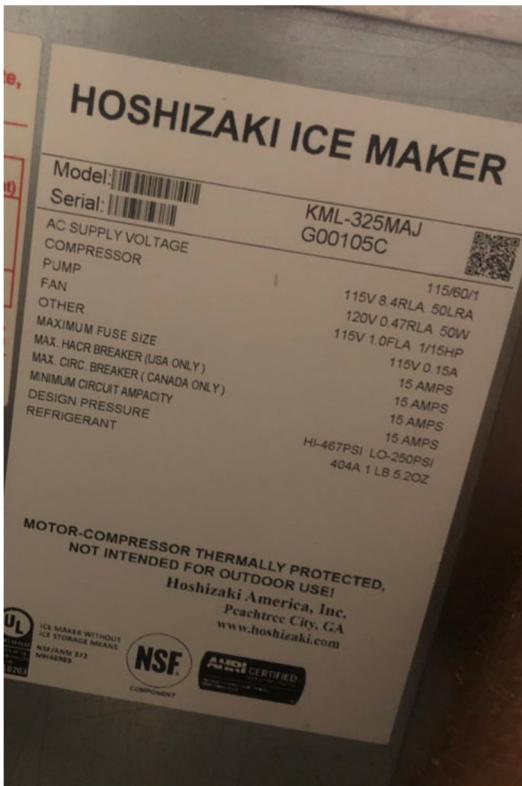
V12/06/2023

Fire Station #29 Leisure Lakes



V12/06/2023

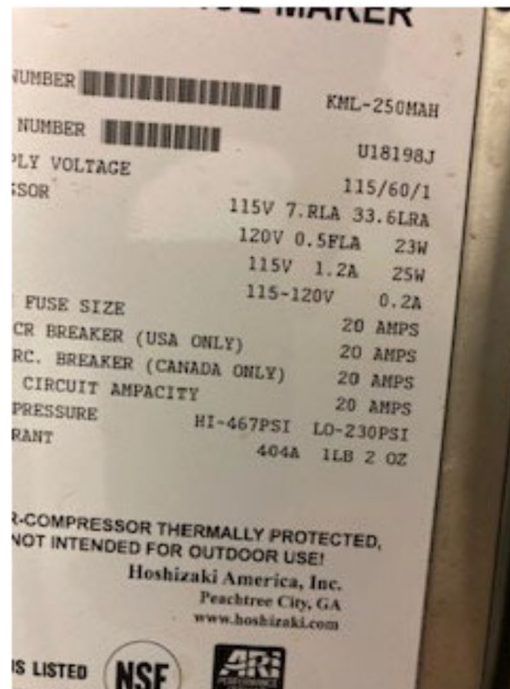
Fire Station # 24 Lorida





V12/06/2023

Fire Station # 39 Placid Lakes



V12/06/2023

Fire Station # 41 Sun 'N Lakes



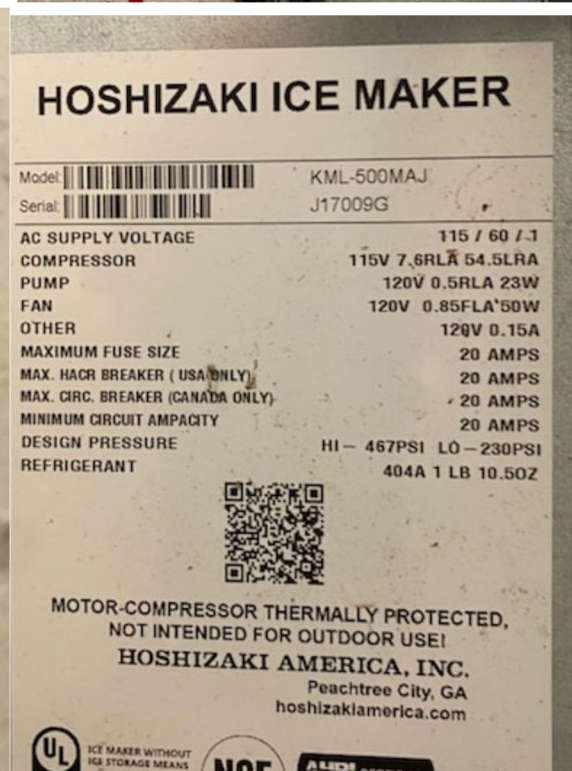
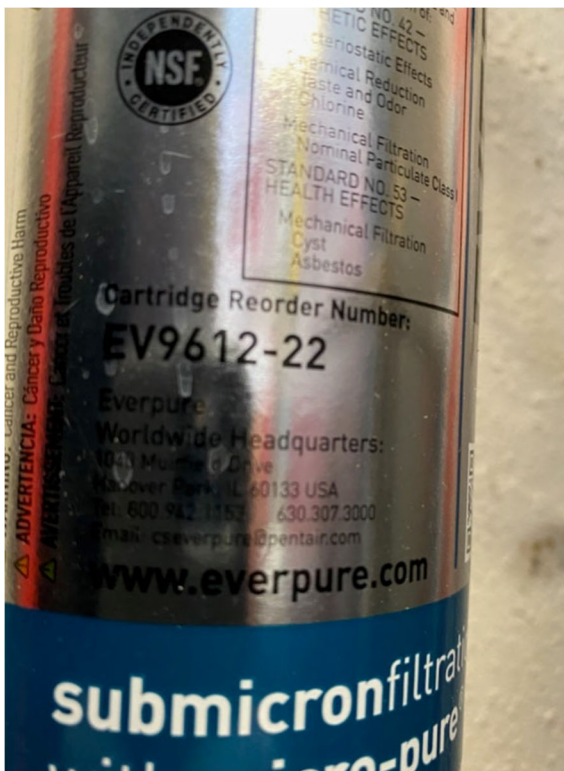
V12/06/2023

Fire Station # 7 West Sebring



V12/06/2023

### Fire Station/EMS # 10 West Sebring



V12/06/2023

Fire Station/EMS # 9 West Sebring



V12/06/2023

Public Safety Administration – 4506 Kenilworth Blvd. Fire Station # 51



V12/06/2023

### Fire Station Desoto City # 19



**MODEL NUMBER**  
CIM0530FA4

**SERIAL NUMBER**  
19091280013393

AC SUPPLY VOLTAGE - 115	HERTZ	60		
TOTAL LOAD AMPS	PHASE	1		
MINIMUM CIRCUIT AMPACITY 17.8A	WIRES	2		
MAX FUSE SIZE OR HACR TYPE CIRCUIT BREAKER		30.0 A		
MIN FUSE SIZE OR HACR TYPE CIRCUIT BREAKER		20.0 A		
MOTORS	VOLTS	RLA/FLA	W/HP	LRA
1 COMPRESSOR	115	13.5	23W	78.0
1 FAN	115	0.35		
1 DRIVE	115	0.10	6W	
1 HARVEST	115	0.40	1/100H	
1 PUMP	115			
RATED POWER CONSUMPTION (KW)			20 OZ	567 GRAMS
REFRIGERANT R404A	CHARGE/CIRCUIT			
NUMBER OF REFRIGERANT CIRCUITS	1			
DESIGN PRESSURES	P.S.I. 252	- LO	500	- HI
	BARS 17.7	- LO	35.1	- HI
	MPa 1.738	- LO	3.448	- HI

**UL** LISTED 361P  
US

**NSF**

ICE MAKER  
WITHOUT STORAGE MEANS

WARNING: This product can expose you to chemicals including Diphthalate (DEHP) which are known to the state of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

MILE HIGH EQUIPMENT LLC.  
DENVER, COLORADO 80239  
MADE IN U.S.A.

**Ice-O-Matic**  
Ice Pure and Simple

V12/06/2023


Warehouse/Shop 4344 George Blvd.



**Ice-O-Matic**  
Ice. Pure and Simple

You have just purchased one of the best commercial ice machines available. These machines offer long lasting performance and we back their reliability with one of the longest warranties in the industry. Ice-O-Matic warranties and water filter registrations should be filed online at <http://iceomatic.com/Service-and-Support/Warranty> referencing the information below.

If you have any questions regarding this process, please contact us at 800-423-3367 or [warranty.support@iceomatic.com](mailto:warranty.support@iceomatic.com).

Product Information:	<b>PRODUCT INFORMATION</b>
Serial Number:	MODEL NUMBER <b>B110PSB</b>
	SERIAL NUMBER <b>23101280010221</b>
	

Made In Denver, Colorado 9081326-01 Rev C