

**REPLACEMENT OF TRANE OR EQUIVALENT AIR COOLED
CHILLER MODEL RTAA 185
OKALOOSA COUNTY JAIL**



BID #: COR 20-14

BID OPENS: FEBRUARY 19, 2014 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m.** (local time) **February 19, 2014**, for replacement of Trane or equivalent Air Cooled Chiller Model RTAA 185 and extending the chill water supply and return lines at the Okaloosa County Jail located at 1200 East James Lee Blvd. Crestview, Florida. Copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

We will hold a mandatory pre bid meeting on **February 12, 2014 at 8:00 AM** (CST) at the Okaloosa County Jail located at 1200 East James Lee Blvd., Crestview, Florida. All vendors bidding will be required to attend the meeting to review the scope of work.

At **3:00 p.m.** (local time), **February 19, 2014**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on replacement of the Trane or equivalent air cooled chiller Model RTAA 185 located at the Okaloosa County Jail 1200 East James Lee Blvd. Crestview, Florida to be opened at 3:00 p.m., February 19, 2014**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

The County will award the bid to the lowest responsive bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Charles K. Windes, Jr.
Chairman

SPECIFICATIONS

BID #: COR 20-14

BID ITEM: Replacement of the Trane or Equivalent Air Cooled Chiller Model RTAA 185 and extending the chill water supply and return lines.

The unit required and covered by these specifications shall be the manufacturer's latest basic production model and shall be equipped with all standard equipment in accordance with the manufacturer's latest literature; a copy of which must accompany the bid along with any and all specifications necessary to verify that the unit either meets or exceeds each and every one of the following minimum specifications.

The intent of these specifications is to provide replacement of Trane or equivalent Air Cooled Chiller and the extension of the chill water supply and return lines.

Bidder is required to complete blank spaces as provided on each line item. Plainly list compliance with meeting each item and any variation from bid specifications.

COMPLY

YES / NO

A. BASE

- 1. Provide a Trane air cooled chiller model RTAE-185. Remove old Trane chiller and install new chiller in the same area. Extend the chill water supply and return lines on the roof to the front of building and turn down and out 3 feet from the ground.

B. Chill water lines

The chill water supply and return lines will be iron pipe. You will need to hot tap into existing lines with flange type shut off valves installed. Lines will be run across the roof to the front of the building. Pipe support racks will be needed to support pipes off roof. At edge of roof they need to turn down the front wall to three feet above ground level and turn out with elbow. They need to have flange type shut off valves installed and flange connections with seal caps. All pipe and fittings are to be insulated with an aluminum covering to protect the insulation. All new piping will need to be flushed out and cleaned so as to not contaminate the existing chill water system.

SPECIAL NOTE: during the replacement of the existing chiller if the outside air temperature is going to be over 60 degrees, a rental chiller will need to be connected to the chilled water lines that were extended. The jail cannot go without chilled water for cooling. All electrical and control wiring for the new chiller will be done by the County. Also 460 volt three phase power for the rental chiller will be provided to the front of building by the County.

Job Information			
Name	Okaloosa Co Jail Chiller Replacement	Tag	RTAE-1
Address		Quantity	1
Sales Team	Mobile	Model Number	RTAE185
Comments			

General			
Nominal tonnage	200 ton	Capacity	200.30 tons
Unit sound package	Standard	Run part load sound	Yes
Agency listing	UL and Canadian	Startup allowance	Unit startup by Trane
ASHRAE 90.1/CSA compliance	ASHRAE 90.1 - all versions	Efficiency	11.6 EER
IPLV	19.0 EER	NPLV	19.0 EER
Refrig (HFC-134a) - ckt 1	218.0 lb	Refrig (HFC-134a) - ckt 2	218.0 lb
Oil charge - ckt 1	3.00 gal	Oil charge - ckt 2	3.00 gal
Drive cooling charge - ckt 1	2.03 gal	Drive cooling charge - ckt 2	2.47 gal
Shipping weight	11885.0 lb	Operating weight	12085.0 lb
Length	336.813 in	Width	87.813 in
Height	95.750 in	Rated capacity (AHRI)	200.20 tons
Rated efficiency (AHRI)	11.6 EER	AHRI certification	AHRI certified
AHRI certified selection	AHRI certified selection	ASHRAE certified selection	ASHRAE all versions
TOPSS version number	159		

Evaporator			
Evaporator application	Standard cooling (40-65F)	Evaporator configurations	2 pass evaporator
Evap leaving temp	44.00 F	Evap entering temp	54.00 F
Evap flow rate	478.60 gpm	Evap fouling factor	0.00010 hr-sq ft-deg F/Btu
Evaporator fluid type	Water	Pressure vessel code	ASME pressure vessel code
Evap pressure drop	15.20 ft H2O	Evap fluid freeze point	32.00 F
Min evap flow rate	228.00 gpm	Press drop min evap flow	3.50 ft H2O
Max evap flow rate	835.00 gpm	Press drop max evap flow	44.90 ft H2O
Saturated evap temp - ckt 1	41.00 F	Saturated evap temp - ckt 2	41.80 F
Flow switch	Flow switch water - 35 cm/s		

Condenser			
Unit application	Standard ambient	Condenser fin options	CompleteCoat fins
Ambient air temp	95.00 F	Elevation	0.00 ft
Saturated cond temp - ckt 1	123.60 F	Saturated cond temp - ckt 2	123.80 F
Fan speed - ckt 1	878 rpm	Fan speed - ckt 2	889 rpm

Electrical			
Unit hertz	60 hertz	Unit voltage	460 volt 3 phases
Transformer	No transformer	Compressor starter	Variable speed compressors
Incoming power line connection	Single point power	Power line connection type	Terminal block
Short circuit withstand rating	Default amp	Line voltage harmonic	Line reactors (~30% TDD)
Unit power	207.80 kW	Compressor power	189.00 kW

Compressor speed - ckt 1	5732 rpm	Compressor speed - ckt 2	5732 rpm
Number of condenser fans	12.00 Each	Fan motor power	15.70 kW
RLA - condenser fan (each)	2.70 Each	RLA - comp A - AFD input	154.00 A
RLA - comp B - AFD input	154.00 A	Single point power MCA	383.00 A
Single point power MOP	500.00 A	Short circuit current rating	10000.00 A

Sound			
A-weighted sound power	101 dBA	A-weighted 75% sound power	97 dBA
A-weighted 50% sound power	95 dBA	A-weighted 25% sound power	95 dBA
A-weighted sound pressure	73 dBA	A-weighted 75% sound pressure	69 dBA
A-weighted 50% sound pressure	67 dBA	A-weighted 25% sound pressure	67 dBA

Base unit module			
Model/type	RTAE	Manufacturing location	Pueblo, CO
Factory charge	Refrigerant charge HFC-134a		

Evaporator module			
Water connections	Grooved pipe	Insulation	Factory insulation - 0.75"

Controls module			
Unit operator interface	Tracer TD7 Display	Remote communications options	BacNet Interface

Miscellaneous options	
Charge monitoring	None

Warranty module (NAR terr. only)			
Parts - whole unit	Year 2-5 parts warranty whole unit	Labor warranty - 1st year whole unit	1st year labor warranty whole unit
Labor warranty - beyond 1st year	2-5th year labor warranty whole unit	Refrigerant warranty - 1st year	1st year refrigerant warranty
Refrigerant warranty - beyond 1st year	2-5th year refrigerant warranty		

General

Units are leak and pressure tested at 390 psig (2689kPa) high side, 250 psig (1724 kPa) low side, then evacuated and charged. All air-cooled Stealth™ chillers are factory tested to confirm operation prior to shipment.

Unit panels, structural elements and control boxes are constructed of galvanized steel and mounted on a bolted galvanized steel base. Unit panels, control boxes and the structural base are finished with a baked on powder paint. All paint meets the requirement for outdoor equipment of the US Navy and other federal government agencies.

Anytime water is present in the evaporator, the Trane UC800 controller must have flow control of the chilled water system. Flow control can be done either directly or through an input to a building automation system to conduct an action resulting in minimum flow through the chiller evaporator barrel to avoid potentially catastrophic damage to the evaporator due to freezing. If the system has sufficient glycol to protect down to the lowest expected ambient, flow control is optional.

Factory Refrigerant Charge (HFC-134a)

Packaged units ship with a full operating charge of oil and HFC-134a refrigerant.

Evaporator

The evaporator is a tube-in-shell heat exchanger design with internally finned copper tubes roller expanded into the tube sheet. The evaporator is designed, tested and stamped in accordance with ASME Pressure Vessel Code Section VIII for a refrigerant side working pressure of 200 psig (1379kPa). The evaporator is designed for a water side working pressure of 150 psig (1034 kPa). Water connections are grooved pipe. Each shell includes a vent, a drain and fittings for temperature control sensor and is insulated with UV resistant 0.75 inch Armaflex II or equal insulation (K=0.28). Insulation also covers the liquid and suction line and evaporator heads. Heaters, with thermostat, are provided to help protect the evaporator from freezing at ambient temperatures down to -20F (-29C), depending on application.

Note: A separate Field supplied low voltage power source is required to power the freeze protection.

Operating Temperature

Unit is designed for operation in standard leaving evaporator temperature (equal to or greater than 40.0 F.)

Pressure Vessel Code

Chiller complies with ASME Pressure Vessel Code Section VIII. ASME nameplates are attached to applicable pressure vessels including oil separators.

Condenser and Fans

Air-cooled condenser coils have aluminum fins mechanically bonded internally finned seamless aluminum tubing. The tubing is a long life alloy designed to deliver corrosion performance that meets or exceeds microchannel coils. The condenser coil has an integral subcooling circuit.

Condensers are factory proof tested at 525.00 psi and leak tested with helium in a mass spectrometer chamber at 150.00 psi. All tube connections are mechanical except the brazed inlet and outlet connections.

Completely assembled coils are dipped and baked in an electro-mechanically bonded flexible epoxy coating. Provides uniform epoxy coating of all surfaces on aluminum fins, aluminum tubes, coil frames, and heads of condenser. No associated surfaces and remain bare. Allows for corrosion resistance without performance degradation. Coils with coating passed 6000-hour salt spray test.

Condenser Fans are direct-drive vertical discharge. The condenser fan motors are permanent magnet motors with integrated drive to provide variable speed fans control for all fans and are designed with permanently lubricated ball bearings, internal temperature and current overload protection, and customer fault feedback as a standard product offering. The fan impeller is a nine bladed-shrouded fan made from heavy-duty molded plastic. Standard units will start and operate between 32.0 F to 105.0 F ambient.

InvisiSound Standard

Each rotary screw compressor will have a muffler as standard and each condenser fan will be low noise as standard.

Compressor and Lube Oil System

The rotary screw compressor is semi-hermetic, direct drive with capacity control via a variable speed drive, rolling element bearings, differential refrigerant pressure oil pump and oil heater. The motor is a suction gas cooled, hermetically sealed, permanent magnet motor. Oil separator is provided separate from the compressor. Oil filtration is provided internal to the compressor. Check valves in the compressor discharge and lube oil system are also provided.

Drive Cooling System

Each refrigeration circuit has a compressor drive cooling circuit. Each drive cooling circuit includes a wet rotor circulation pump that circulates a secondary heat transfer fluid in a closed system between the adaptive frequency drive components and a brazed plate heat exchanger. The pump is fed from a thermal expansion tank with a vented-pressure cap which is also used as the circuit pressure relief. The circuit also includes a particulate strainer and a drain valve for servicing.

Refrigeration Circuits

Each unit has two refrigerant circuits, with one rotary screw compressor per circuit. Each refrigerant circuit includes a compressor suction and discharge service valve, liquid shutoff valve, removable core filter, liquid sight glass with moisture indicator, charging port and an electronic expansion valve. Fully modulating compressors and electronic expansion valves provide variable capacity modulation over the entire operating range.

Unit Controls

All unit controls are housed in an outdoor rated weather tight enclosure with removable plates to allow for customer connection or power wiring and remote interlocks. All controls, including sensors, are factory mounted and tested prior to shipment. Microcomputer controls provide all

control functions including startup and shutdown, leaving chilled water temperature control, evaporator flow proving, compressor or staging and speed control, electronic expansion valve modulation, condenser fan sequencing and speed control, anti-recycle logic, automatic lead/lag compressor starting and load limiting.

The UC-800 unit control module, utilizing Adaptive Control microprocessor, automatically takes action to avoid unit shut-down due to abnormal operating conditions associated with low refrigerant pressure, high condensing pressure, AFD/Compressor current overload, low oil return or low AFD cooling, low discharge superheat, and high compressor discharge temperature. Should the abnormal operating condition continue until a protective limit is violated, the unit will be shut down. Unit protective functions of the UC800, include loss of chilled water flow, evaporator freezing, loss of refrigerant, low refrigerant pressure, high refrigerant pressure, high compressor motor temperature, and loss of oil to the compressor.

Unit Display

A full color TD-7 AdaptiView touch screen display indicates all important unit and circuit parameters, in logical groupings on various screens. The parameters including chilled water set point, leaving chilled water temperature, demand limit set point, evaporator and condenser refrigerant temperatures and pressures, compressor and fan speeds, and all pertinent electrical information. The display also provides on screen trending graphs of predefined parameters as well as customizable trend graphs based on user defined parameters from a list of all available parameters. The display also provides indication of the chiller and circuits top level operating modes with detailed sub-mode reports available with a single key press, as well as diagnostics annunciation and date and time stamped diagnostic history. The standard color display is fully outdoor rated, and, can be viewed in full daylight without opening any control panel doors.

Standard power connections include main three phase power to the compressors, condenser fans and control power transformer and optional connections are available for the 115 volt/60HZ single phase power for the thermostatically controlled evaporator heaters for freeze protection.

Chilled Water Reset

This provides the control logic and factory installed sensors to reset leaving chilled water temperatures. The set point can be reset based on ambient temperature or return evaporated water temperatures.

Factory Mounted Flow Proving

The factory installed evaporator water flow switch is provided with the control logic and relays to turn the chilled water flow on and off as the chiller requires for operation and protection.

Adaptive Frequency Drive

All RTAE chillers utilize Trane's Adaptive Frequency Drive, 3rd Generation (AFD3) technology for controlling the compressors. AFD3 is a family of new generation adaptive frequency drives specifically designed for Trane water chillers. AFD3 incorporates the Trane communication protocol enabling seamless integration with the unit controller. AFD3 data such as drive status, temperatures, modes and diagnostic information are accessible to the unit controller and through the TracerTU service tool.

AFD3 contains technology that enables the drive to last longer and with less down time. The technology enables operation on various power systems including alternative energy sources. AFD3 will protect itself and the compressor or motor from over current, low or high line voltage, phase loss, incoming phase imbalance, and over temperatures due to loss of drive cooling or loss of panel ventilation.

AFD 3 incorporates improved service ability and troubleshooting tools to identify the issue quickly and get the chiller back up and running. All AFD3 control circuits are powered with class 2 low voltage – separate from main power allowing service on the controls with the panel door open. Additionally, the main electronic control modules can be serviced with the standard Trane screw driver. The AFD3 further incorporated another Trane service tool to allow for firmware upgrades through TracerTU.

Terminal Block

Power line connection type is standard with a terminal block.

ShortCircuit Current Rating (SCCR)

A short circuit rating offers a measure of safety for what the starter panel enclosure is able to withstand in the event of an explosion caused by a short circuit.

Display

The display is outdoor capable including an UV Resistant Touch-screen with an operating range between -40.0 F to 158.2 F Operating Temperature.

General Notes

1. Caution- Do not energize the unit until check out and start up procedures have been completed.
2. All motors are protected from primary single phase failures.
3. Caution – Trane pump control must be used to provide pump control. Evaporator chilled water pump must be controlled by the chiller output. Failure to comply with this requirement may result in damage of the unit.
4. Single source power is provided as standard on these products field connections are made to 1F1 wiring requirements.
5. Recommended field wiring connections are shown by dotted lines.
6. Power for the evaporator heater and/or optional convenience outlet is supplied by a common customer provided power supply. Max fuse size is 30 AMPS. When provided. The heaters will use 800VA on 150-165 ton units and 1200VA on 180-300 ton units of the total available supply.
7. Do not run low voltage control wiring (30 volts or less) is conduit with 110 volt or higher wiring. Do not exceed the following maximum run length for a given size: 14 AWG, 5000 FT; 16 AWG, 2000FT; 18AWG, 1000FT.

8. Customers supplied power 115/60/1 PH to power relays max fuse size is 20 AMPS. Ground all customers supplied power supplies as required by applicable codes. Green ground screws are provided in unit control panel.
9. All unit power wiring must be 600 volt copper conductors only and have a minimum temperature insulation rating of 90 degree. Refer to unit name plate for minimum circuit capacity and maximum over current protection device. Provide equipment ground in accordance with applicable electric codes. Refer to wire range table for lug sizes.
10. All field wiring must be in accordance with national electric code and local requirements contact ratings and requirements.
11. All customer control circuit wiring must be copper conductors, only have a minimum insulation rating of 300 volts. Except as noted, all customer wiring connections are made to circuit board mounted box lugs with a wire range of 14 to 18AWG or din rail mounted spring force terminal.
12. Unit provided dry contacts for the condenser/chilled water pump control. Relays are rated for 7.2 AMPS resistive, 2.88 AMPS pilot duty, or 1/3 HP, 7.2F LAAT 120 volts 60HZ. Contacts are rated for 5 AMPS general purpose duty 240 volts.
13. Customer supplied contacts for allowed voltage connections must be compatible with dry circuit 24 volts DC for a 12ma resistive load. Silver or gold plated contacts recommended.
14. The contacts for auto stop and emergency stop switches are jumped at the factory by jumpers 1w1 & 1w2 to enable unit operation. Remote control is desired, remove jumpers and connect to the desired control circuit.
15. Solid ovals represent max numbers of conduits and/or cable glands used.

SPECIAL BID CONDITIONS

1. **PROJECT DESCRIPTION** – Work included under this contract shall include all labor, permits, and materials required to replace the requested Trane Air Cooled Chiller and to extend the chill water supply and return lines to be delivered to the requested site.

2. **PRE-BID ACTIVITY**
 - A. **Bid Information** – Questions concerning bid requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview FL 32536; 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.

 - B. The deadline for submittal of questions and comments on the plans and bid documents will be **February 19, 2014** (CST). No additional information will be provided after such time.

 - C. We will hold a mandatory pre bid meeting on **February 12, 2014 at 8:00 AM** (CST) at the Okaloosa County Jail located at 1200 East James Lee Blvd., Crestview, Florida. All vendors bidding will be required to attend the meeting so they can review the scope of work.

3. **PREPARATION OF BID** – The bid form is included with the bidding documents. Additional copies may be obtained from the County. The bidder shall submit an original and two (2) copies of the bid form. All bid documents shall be submitted on 8 ½" x 11" paper unless larger paper is required for clarity, construction plans or rendering, etc. Bid documents should not be stapled or bound.

All blanks on the bid form shall be completed by printing in ink or typed in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amount shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the bidder's name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All names shall be typed or printed in ink below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the bidder is an out-of-state corporation, the bid shall contain evidence of bidder's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Bidder shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the bidder, and shall be accompanied by the bid security and other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Bid Enclosed." A mailed bid shall be addressed to:

Replacement of the Trane Air Cooled Chiller model RTAA 185
Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St., #203
Crestview FL 32536

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. If within 24 hours after bids are opened any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that bidder may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that bidder will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.
6. **OPENING OF BIDS** - Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. A tabulation of the amounts of bids will be made available to bidders after the opening of bids.

7. **BID OPENING INFORMATION** – Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.
8. **BID TABULATION SHEET** – Any bidder interested in receiving a copy of the bid tabulation sheet may contact the Okaloosa County Purchasing Department.
9. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
10. **AWARD OF CONTRACT**
 - A. **Okaloosa County Review** - All bidders should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. **Right to Waive & Reject** – Okaloosa County, in its absolute discretion, may reject any proposal that has failed, in the opinion of the County, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the County, to perform a prior contract in a satisfactory manner, and has directed the County to emphasize this condition to potential proposers.
 - C. The County will award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - D. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
 - E. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
11. **DISQUALIFICATION OF BIDDERS** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this condition to potential proposers.
- H. Listing of the bidder by the Federal Government on its barred/suspended vendor list.

12. APPLICABLE LAWS & REGULATIONS – The bidder’s attention is directed to the fact that all applicable Federal and state laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

13. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

14. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

Note: For bidder’s convenience, this certification form is enclosed and is made a part of the bid package.

15. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, preference will be given to a business who certifies it has implemented a drug-free workplace program. (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

16. **PUBLIC ENTITY CRIME INFORMATION** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

18. **INVESTIGATION OF BIDDER** – The County may make such investigations, as it deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

19. **BONDING REQUIREMENTS**

A. **Bid Bond** – A bid bond, in the form prescribed, Cashier's or Certified check, is required in an amount not less than five percent (5%) of the total contract amount. The Bid Bond must be attached to the bid.

B. If the total cost of the project exceeds \$100,000, the successful bidder will be required to furnish a payment performance bond for 100% of the cost of the project.

20. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.

- 21. WARRANTY – (The warranty will be in the name of Okaloosa County)**
- A. Warranty work specified herein is for a minimum of one (1) year from delivery against defects in materials and in labor and workmanship. **State the manufacturer's warranty with your bid.**
- 22. CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.
- 23. INVESTIGATION OF BIDDER** – The Owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the Owner any additional information and financial data for the purpose as the Owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
- 24. FINAL ACCEPTANCE** – Payment will not be made until the Owner determines that the tower delivered meets all specifications.
- A. Delivery of equipment to Okaloosa County Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the equipment meets contract specifications and conditions as listed. Should the delivered equipment differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the equipment, in which case the equipment remains the property of the supplier and the County shall not be liable for payment for any portion thereof.
- 25. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Bidder shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Bidder must also explain any deviation from the bid specification in writing, as a footnote on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the equipment in compliance with contract specifications.
- 26. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 27. LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type the preference offers. Any bidder failing to indicate

such preference will be removed from the County bid list and any and all bids from that firm will be rejected. **Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

- 28. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
- 29. PAYMENTS** – The contractor shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein are for articles delivered and accepted. Invoices must reflect contract number.
- 30. CONFLICT OF INTEREST DISCLOSURE FORM** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business. **Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

- 31.** Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. **Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**
- 32. No Contact Clause** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award. **Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.**
- 33.** The following documents are to be submitted with the bid packet.
- A. Specifications
 - B. Conflict of Interest Disclosure Form
 - C. Drug-Free Workplace Certification Form
 - D. Local Preference Data Form
 - E. Recycled Content Form
 - F. No Contact Clause Form
 - G. Bid Sheet

INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

Business Automobile and Commercial General Liability Insurance

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
- A. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

Limits of Liability

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000
D. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification & Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:
 - Okaloosa County
 - 602-C North Pearl Street
 - Crestview, Florida 32536
- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and

the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR**'s full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

LIST OF REPRESENTATIVES

OWNER'S REPRESENTATIVE:

Robert E. Sawyer
Mechanical Supervisor
Okaloosa County Facility Maintenance
5489 Old Bethel Road
Crestview, Florida 32536
850-689-4698
Email rsawyer@co.okaloosa.fl.us

CONTRACT ADMINISTRATOR:

Joanne Kublik, Contracts and Lease Coordinator
Okaloosa County Purchasing
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5032 (Fax)

CONTRACTOR'S REPRESENTATIVE:

REFERENCE DATA SHEET

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

NAME OF CUSTOMER
ADDRESS
PHONE NUMBER
PERSON TO CONTACT

COMPANY DATA

Physical Address & Phone #: _____

Bidder's Company Name: _____

Physical Address: _____

Contact Person
(Typed – Printed): _____

Phone #: _____

Cellular #: _____

Federal ID # or SS #: _____

Contractor's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

DATE: _____ SIGNATURE: _____
COMPANY: _____ NAME: _____
ADDRESS: _____ (Typed or Printed)
TITLE: _____
E-MAIL: _____
PHONE NO.: _____

BOARD POLICY ON “NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

Hereby agree to abide by the County's “No Contact Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

ADDENDUM ACKNOWLEDGEMENT

The bidder acknowledges that he/she has received the following addendum:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Bidder Firm Name: _____

Address: _____

Title: _____

Phone #: _____

FAX No.: _____

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder: _____

E-Mail: _____

LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

YES _____

NO _____

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

Bidder's Company Name

Authorized Signature

Printed Name

Date

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cell Number

After-Hours Number(s)

DATE

E-MAIL Address

NOTICE OF AWARD

TO:

**PROJECT
DESCRIPTION:**

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK in** response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **BID** as abandoned and as a forfeiture of your **BID Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call Jack Allen at 850-689-5960.

Dated this ____ day of _____, 2014.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE Purchasing Manager
Zan Fedorak

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 2014.

BY: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT:

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2014

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

BY: _____
Zan Fedorak

TITLE: **Purchasing Manager**

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Company Name

This the _____ day of _____, 2014

Signature

By: _____
Type or Print Name

Title: _____

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____, 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or its successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work related to the **replacement of Trane or Equivalent Air Cooled Chiller Model RTAA 185 Bid #COR 20-14** in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin.

REPRESENTATIVES: The authorized representative of the County shall be:

Robert E. Sawyer
Mechanical Supervisor
Okaloosa County Facility Maintenance
5489 Old Bethel Road
Crestview, Florida 32536
850-689-4698
Email rsawyer@co.okaloosa.fl.us

The authorized representative of _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl St.
Crestview FL 32536
850-689-5960 / 850-689-5032 (FAX)
E-mail: jkublik@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY:

TITLE

STATE OF FLORIDA
COUNTY OF OKALOOSA

This contract is accepted this _____ day of _____, 2014 and is effective on _____ day of _____, 2014.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

Charles K. Windes, Jr. Chairman

BID SHEET

BID #: COR 20-14

BID ITEM: Replacement of the Trane or Equivalent Air Cooled Chiller model RTAA 185

Make _____ Model _____ Year _____

Unit Price (Each) \$ _____

Total Bid Price Delivered: \$ _____

Total Bid Price Delivered (In Words): _____

Delivery Time Maximum: _____

Remarks:

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #