



INVITATION TO QUOTE & ACKNOWLEDGEMENT

RFQ TITLE:

Screw Chiller Preventive Maintenance
Inspection Program

RFQ NUMBER:

RFQ ECCC 28-15

RFP OPENING DATE & TIME:

March 10th, 2015 12:00 P.M. CT

LAST DAY FOR QUESTIONS:

NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. Okaloosa County is not responsible for lost or late delivery of quotes by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted quotes will be accepted. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

QUOTER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER QUOTER SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO RESPONDENTS

RFQ ECCC 28-15

The Okaloosa County Board of County Commissioners under the County policy, request quotes from respondents for **Screw Chiller Preventive Maintenance Inspection Program** for the Recycling Department. The County desires services of a qualified contractor with proven performance as outlined in the Specifications section of this packet.

Agencies desiring consideration shall provide and original and three (3) copies of their Request for Quote (RFQ) response with the agency’s area of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½” x 11” where practical. **All originals must be original signatures in blue ink.** Guidelines detailing form and content requirements for the Request for Quote are available by contacting the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview, FL 32536, 850-689-5690, or downloading them from our website at http://www.co.okaloosa.fl.us/dept_purchasing.html or access the link “Vendor Registration and Opportunities” which will link you to the Florida Purchasing Group <http://www.floridabidsystem.com/>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **2:00 p.m., March 10th, 2015** in order to be considered. All quotes received after the stated time and date will be returned unopened and will not be considered. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery,**

All submittals must be in sealed envelopes reflecting on the outside thereof **“Screw Chiller Preventive Maintenance Inspection Program”**. Failure to clearly mark the outside of envelope as set forth herein shall result in the submittal not being considered.

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

All submittals should be addressed as follows:

Screw Chiller Preventive Maintenance Inspection Program
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk
Clerk of Circuit Court

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Nathan D. Boyles
Chairman

QUOTE REQUIREMENTS

SCOPE:

Provide all the preventive maintenance (PM), labor, tools, equipment, travel, and expenses and materials as required to execute a complete Annual Preventive Maintenance & Inspection Program on two each 200 ton York YR Screw Chillers listed on Schedule A, Equipment list. Program will consist of one Annual Equipment Shutdown Inspection and one Operating Season Inspection which includes all tasks IAW manufacturer's equipment service manual recommendations to properly maintain and service the equipment. The Shutdown Inspection and PM will be scheduled during 1st quarter of the calendar year and Operating Season Inspection during 3rd quarter of the calendar year. Actual dates to be coordinated with user.

SPECIFICATIONS:

The following tasks are performed once each year during a shutdown period in order to properly evaluate equipment status and prepare unit for the next cooling season:

1. Check the Compressor-Motor Assembly for the following items and perform PM Tasks as indicated:

- a. Record voltages
- b. Meg and record motor winding resistance
- c. Check operation and calibration of the slide valve

2. Check the Compressor Oil System for the following items:

- a. Change oil, oil filter and dryer
- b. Conduct analysis on oil and oil filter at an independent laboratory
- c. Check oil pump, seal and motor where applicable
- d. Check heater and thermostat
- e. Check all other oil system components including cooler, strainer and solenoid valve where applicable

3. Check Motor Starter and perform the following tasks:

- a. Run diagnostic check
- b. Clean contacts or recommend replacement
- c. Check linkage
- d. Meg motor
- e. Check all terminals and tighten connections
- f. Clean or replace air filter where required

4. Review the Control Panel for the following items:

- a. Run diagnostic check of Micro Control Panel
- b. Check safety shutdown operation
- c. Check all terminals and tightening connections
- d. Check Display Data accuracy and set points

5. Check the Condenser for the following items:

- a. Check the water flow
- b. Check flow switch operation
- c. Remove condenser head and inspect end sheets
- d. Mechanically brush clean condenser water tubes

6. Check the Cooler for the following items:

- a. Check the water flow
- b. Check flow switch operation
- c. Check refrigerant level

7. Check the System for the following items:

- a. Conduct a leak check and identifying leak sources for repairs
- b. Record condition of sight glasses
- c. Check the refrigerant cycle to verify the proper operating balance
- d. Check condenser water and chilled water heat transfer

8. General items included:

- a. Repair insulation removed for inspection and maintenance procedures
- b. Clean equipment and surrounding area upon completion of work
- c. Consult with the operator
- d. Report deficiencies and repairs require

9. Operating Season Inspection

The following inspection items ensure unit is operating reliably and efficiently through the cooling season.

- a. Inspect chiller and adjust safety controls
- b. Check operation of controls
- c. Check oil and refrigerant levels
- d. Check operation of lube system
- e. Check the oil return system
- f. Check operation of motor and starter
- g. Record operating conditions
- h. Check log and review chiller and system operation with operator
- i. Conduct routine maintenance as recommended and required
- j. Logging and reporting repairs and parts that are required

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

No bond required.

RESPONDENT'S INSURANCE

1. The RESPONDENT 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 Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. 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 have 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.
4. 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.
5. 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 RESPONDENT.
6. 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 RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT 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.

10. 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 RESPONDENT 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 RESPONDENT 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 sub-contractual 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 RESPONDENT 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 RESPONDENT 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 RESPONDENT 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, and Broad Form Property Damage.
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 RESPONDENT shall notify the County representative in writing. The RESPONDENT 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 Respondent's Liability

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>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT 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 RESPONDENT'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 RESPONDENT 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, RESPONDENT 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 wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

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

CERTIFICATE OF INSURANCE

1. 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.
2. 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.
3. 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. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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 RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the RESPONDENT 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 RESPONDENT of any responsibility under this contract.

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

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

UMBRELLA INSURANCE

The RESPONDENT 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.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **PROJECT DESCRIPTION** – Provide all the preventive maintenance (PM), labor, tools, equipment, travel, and expenses and materials as required to execute a complete Annual Preventive Maintenance & Inspection Program on two each 200 ton York YR Screw Chillers.
2. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note 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 respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
3. **APPLICABLE LAWS & REGULATIONS** – The respondent’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.
4. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of his proposal or proposals:
 - A. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - C. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - 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. Listing of the respondent by the Federal Government on its barred/suspended vendor list.
5. **AWARD OF CONTRACT** -
 - A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent 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.

- C. 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.
 - D. Okaloosa County specifically reserves the right to reject any conditional bids and bids which make 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.
6. **PAYMENTS** – The respondent 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 for articles delivered and accepted. Invoices must show Contract #.
7. **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.
8. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
9. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids 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.

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

10. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents 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 respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

11. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents **only** when bids are received from firms located in states, counties, municipalities or other

political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent 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 respondent's convenience, this certification form is enclosed and is made a part of the bid package.

12. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
13. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish any additional information and financial data for this purpose as the County may request.
14. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

15. **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 by the respondent and terminates when the Board of County Commissioners approves an award.

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

16. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
17. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The Respondent shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the

records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

- 18. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 19. SUSPENSION OR TERMINATION BY CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as The County may determine, or to terminate all or a portion of the Contract for The County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If The County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- 20. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

- 21. AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

- 22. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

- 23. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

24. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

25. The following documents are to be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. Addendum Acknowledgement
- I. Quote Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, 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: _____
(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or 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 _____

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, Respondent 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 respondent 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.: _____

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 Respondent: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the 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 Resopndent and other persons employed or utilized by the Respondent 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

Cellular Number

After-Hours Number(s)

Date

COMPANY DATA

Physical Address & Phone #:

Respondent's Company Name:

Physical Address:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Federal ID or SS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

QUOTE SHEET

Quote Number: RFQ ECCC 28-15

Quote Description: Screw Chiller Preventive Maintenance Inspection Program

Annual Pricing Cost:

Remarks:

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed, or compared its quote with other respondents, and has not colluded with any other respondent or parties to quote 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 respondent list(s).

Quoter's Company Name

Authorized Signature

Authorized Signature (printed)

Address

Title

Phone Number

Fax Number

Federal ID or SS Number

Email Address

Date Submitted