

ITQ NO. 20-R074398GE
CHILLER, HVAC, AND
REFRIGERATION
PREVENTATIVE
MAINTENANCE SERVICES
(910-36)
JULY 2, 2020

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



**NOTICE TO BIDDERS, ITQ NO. 20-R074398GE
CHILLER, HVAC, AND REFRIGERATION PREVENTATIVE MAINTENANCE
SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive quotes from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Bidders), to provide chiller; Heating, Ventilation, and Air Conditioning (HVAC); and refrigeration preventative maintenance services as specified in this Invitation to Quote (ITQ).

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Quotes in response to this ITQ is **July 30, 2020 at 3:00 P.M. ET**. Quotes must be delivered via email to george.earnest@mymanatee.org, or to the following location: Manatee County Administration Building, 1112 Manatee Ave. West, Suite 803, Bradenton, FL 34205.

SOLICITATION INFORMATION CONFERENCE:

A non-mandatory Information Conference will be held at 9:00 A.M. on July 16, 2020 at the Bradenton Area Convention Center, Manatee Room, North Entrance, One Haben Blvd., Palmetto, FL 34221. A non-mandatory Site Visit of the Convention Center's chiller units will be conducted immediately following the Information Conference. Attendance to non-mandatory Information Conferences and Site Visits is not required, but strongly encouraged.

QUESTIONS AND CLARIFICATION REQUESTS:

Submit all questions, inquiries, and requests concerning interpretation, clarification or additional information pertaining to this ITQ to the Manatee County Procurement Division by July 23, 2020. Questions and inquiries should be submitted via email to purchasing@mymanatee.org or to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section 8.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: George Earnest CPPB, Buyer

(941) 749-3044, Fax (941) 749-3034

Email: george.earnest@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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**INVITATION TO QUOTE FOR CHILLER, HVAC, AND REFRIGERATION
PREVENTATIVE MAINTENANCE SERVICES
ITQ NO: 20-R074398GE**

1.0 Background and Contact Information

The Manatee County Government (County) issues this ITQ for preventative maintenance services for chillers, HVAC, and refrigeration equipment. Companies and individuals that are qualified to provide the required goods and services (Bidders) are invited to submit a response (Quote) to this ITQ.

1.01 Contact Information

The County representative regarding this ITQ is:

- **George Earnest CPPB, Buyer**
- **george.earnest@mymanatee.org**
- **941-749-3044**

2.0 Due Diligence

The County will conduct a due diligence review of all Quotes received to determine if the Bidder is responsible and responsive. To be responsive a Bidder must submit a Quote that conforms in all material respects to the requirements of this ITQ and contains all the information, fully completed attachments and forms, and other documentation required. Quotes that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Bidder must meet the minimum qualification requirements as stated in Exhibit 2 and have the capability to perform the Scope of Services contained in this ITQ. Quotes submitted by Bidders that are deemed non-responsive will not be considered or evaluated. Bidder must submit the information and documentation requested in Exhibit 2 that confirms it meets the Minimum Qualification Requirements as stated in Exhibit 2.

3.0 Scope

The successful Bidder shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide preventative maintenance services for chillers, HVAC and refrigeration equipment that meet the requirements of the County and as specified in Exhibit 1.

4.0 ITQ Schedule

| Scheduled Item | Scheduled Date |
|---------------------------------------|----------------------------|
| Information Conference and Site Visit | July 16, 2020 at 9:00 A.M. |
| Question and Clarification Deadline | July 23, 2020 |
| Final Addendum Posted | July 24, 2020 |
| Offer Response Due Date and Time | July 30, 2020 at 3:00 P.M. |
| Projected Award | August, 2020 |

5.0 Quote and Submission Process

5.01 Quote
Complete the Quote form that details all costs associated with providing chiller, HVAC and refrigeration preventative maintenance services for County facilities as specified herein.

5.02 Submission Process
Submit the Quote by the Quote Deadline stated above to the Procurement Division representative assigned to this solicitation via email at george.earnest@mymanatee.org, or deliver to 1112 Manatee Ave. West, Suite 803, Bradenton, FL 34205.

6.0 Term

6.01 Term
The term of the Agreement shall be for one (1) year with the option to renew for four (4) additional one-year terms.

6.02 Terms and Conditions
A Purchase Order will be issued to the Successful Bidder. The Purchase Order will incorporate the Terms and Conditions of this ITQ, Successful Bidder's Quote and any subsequent information requested from the Successful Bidder by the County. Should a conflict exist between the terms and conditions of this ITQ and the Purchase Order terms and conditions, the terms and conditions in this ITQ shall prevail.

6.03 Payment and Invoices
Payment will be made in accordance with Florida State Statutes and with a payment schedule approved by the County and the Successful Bidder. Invoices required by this ITQ will be to the County in a manner accepted by the County and will include at a minimum the invoice date, invoice amount, date, goods provided/services performed, and purchase order number.

6.04 Taxes
All taxes of any kind and character payable for the work done and materials furnished under the Purchase Order will be paid by the Successful Bidder. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Bidder upon the tangible personal property incorporated in the work and such taxes will be paid by the Successful Bidder. County is exempt from all State sales taxes.

7.0 Quote Requirements

7.01 ITQ Process
This ITQ will in no manner be construed as a commitment on the part of the County to award a Purchase Order. The County reserves the right to postpone or cancel this ITQ process; to negotiate, select or procure parts of services; to change or modify the ITQ schedule at any time; to award a Purchase Order to another Bidder if the Successful Bidder does not agree to the terms and conditions of this Purchase Order or if the Successful Bidder's performance does not meet the requirements in this ITQ; and to award a Purchase

Order based to the lowest responsible, responsive Bidder. The County reserves the right to recover damages from any Successful Bidder that does not perform after the award of such Purchase Order.

7.02 Rejection of Quotes

Quotes containing any omission, alterations of form, additions or conditions not requested, conditional or alternate Quotes, incomplete Quotes, will be considered irregular and may be rejected. The County reserves the right to waive any technicalities and formalities in this ITQ process or in the Quotes thereto and make the award in the best interest of the County. The County may, at its discretion, reject any or all Quotes.

7.03 Cost of Preparation

All costs associated with preparing and delivering the Quote will be borne entirely by the Bidder. The County will not compensate the Bidder for any expenses incurred by the Bidder as a result of this ITQ process.

7.04 Questions and Addenda

All questions concerning this ITQ must be submitted in writing to the Procurement Division prior to the Question Deadline as stated in the ITQ Schedule. It is the responsibility of the Bidder to verify the County received its question or inquiry concerning this ITQ. All questions and answers will be provided to each potential Bidder in the form of an addendum posted on the Procurement webpage of the County website.

7.05 Additional Information and Presentations

The County reserves the right to request additional information, if applicable, from select Bidders based on the needs of the County.

7.06 Government Entities

The County reserves the right to utilize applicable State of Florida contracts or other approved cooperative contracts for any items or services covered by this ITQ when it is in the best interest of the County.

Successful Bidder agrees to make available to all governmental agencies, authorities, departments, and municipalities the Quote prices submitted with the successful Quote should any governmental agency, authority, department, and municipality (collectively referred to as Public Entities) desire to buy under the successful Quote.

The County will not be responsible for any transactions between the successful Bidder and Public Entities that may elect to utilize the successful Quote. All terms, prices and conditions of the successful Quote will apply between the Successful Bidder and Public Entities utilizing the successful Quote. As a condition of using the successful Quote, the Public Entity and Successful Bidder shall hold the County harmless from any claims or lawsuits that may arise. NOTE: Any quantities estimated in this ITQ are for the County requirements only.

7.07 Basis of Award

Award(s) will be made to the responsive, responsible Bidder having the lowest quote. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. When there is a discrepancy between the unit prices and any extended prices submitted by Bidder, the unit prices will prevail.

7.08 Tie Bids

Whenever the lowest quote is submitted by two or more responsive, responsible Bidders and are equal with respect to price, quality, and/or service award of the Agreement shall be determined as follows:

- a. The quote received from a local business, as defined below, shall be awarded the Agreement.
- b. If none or all of the equal Bidders are a local business, the award shall be determined in accordance with Florida Statute 287.07, Preference to businesses with drug-free workplace programs.
- c. If none or all of the equal Bidders have a drug-free workplace program, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for quotes, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

8.0 ITQ General Terms and Conditions

8.01 Binding Offer

A Bidder's Quote will remain valid for a period of 60 days following the Quote Deadline and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Quote will be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITQ.

8.02 Insurance Requirements

Successful Bidder must maintain the insurance limits and coverages, as identified in Section 9.0, uninterrupted or amended through the term of the Agreement/Purchase Order. In the event the Successful Bidder becomes in default of the insurance requirements the County reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the County, members of the County's governing body, and the County officers, volunteers and employees are included as additional insured.

8.03 Public Entity Crimes

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 Quote on a contract to provide any goods or services to a public entity; may not submit a Quote on a contract with a public

entity for the construction or repair of a public building or public work; may not submit a Quote 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 Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8.04 Drug-Free Workplace Program Certification

In accordance with Section 287.087, Florida Statutes, whenever two or more Quotes are equal preference will be given to the Quote received from a business that certifies it has implemented a drug-free workplace program, as detailed in Section 7.08. Bidders must complete and return the Drug-Free Workplace form included with the Quote.

8.05 Convicted Vendor List

A Bidder cannot be listed on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. (www.dms.myflorida.com)

8.06 Collusion

More than one Quote from the same Bidder under the same or different names will not be considered. Joint Quotes will not be accepted. Reasonable grounds for believing that a Bidder is submitting more than one Quote will cause the rejection of all Quotes in which the Bidder is involved. Quotes will be rejected if there is reason for believing that collusion exists among Bidders and no participant in such collusion will be considered in any future solicitations for a period of six months following the Quote Deadline for this ITQ.

8.07 Public Disclosure

All documents and other materials or documents submitted by a Bidder in response to this ITQ will become the property of the County. The County is subject to the open records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the County are subject to public disclosure. The Bidder specifically waives any claims against the County related to the disclosure of any materials if made under a public records request.

8.08 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the County policies constitutes a waiver of the Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the County via mail at purchasing@mymanatee.org.

8.09 Disclosure

Upon receipt, all inquiries and responses to inquiries related to this ITQ become "Public Records" and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Quotes become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b).

No announcement or review of the Quotes shall be conducted at the public opening. If County rejects all Quotes and concurrently notices its intent to reissue the solicitation, the rejected Quotes are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Quote is not exempt for longer than twelve (12) months after the initial notice of rejection of all Quotes.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statute.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 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 for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

8.10 Trade Secrets

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Quote in response to an ITQ are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Quote in response to the ITQ shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Quote that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Quote that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Bidder’s Quote, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire Quote as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Quote is non-responsive.

8.11 Confidentiality of Security Related Records

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural

elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.

- iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

8.12 eVerify

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Quote in response to this ITQ, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

8.13 Lobbying

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidders, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the

contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

8.14 License and Permits

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

8.15 Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

8.16 Minority and/or Disadvantaged Business Enterprise

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd or by calling (850) 487-0915.

8.17 Quantities

The estimated quantities in this ITQ are provided for tabulation and evaluation purposes only. No guarantee is expressed or implied as to the quantities or dollars that will be used during the Agreement period.

8.18 ePayables

The County offers an ePayable program which allows payments to be made to suppliers via credit cards. If this payment option is selected by the successful Bidder, the Clerk will issue a unique credit card number to the successful Bidder. The card has a zero balance until payments have been authorized. After goods are delivered and/or services rendered, the successful Bidder must submit a proper invoice to the County. When the invoice payment is authorized, an email notification is sent to the successful Bidder notifying them of the amount that has been placed on the credit card for retrieval.

There is no cost by the County for participation in this program, however, there may be charges applied by the successful Bidder's credit card processing company. Bidder's who are interested in this program may contact the County Clerk's Accounts Payable office.

9.0 Insurances

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The SUPPLIER shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES

☒ **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability

- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

☒ **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

☒ **Worker's Compensation Insurance**

☐ **US Longshoremen & Harbor Workers Act**

☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage

is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

OTHER INSURANCES

☐ **Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form,

policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**

SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The SUPPLIER'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the SUPPLIER for the COUNTY.

General Insurance Provisions Applicable to All Policies

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
- d. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
- k. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

II. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the SUPPLIER agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The SUPPLIER further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The SUPPLIER further agrees that in case the SUPPLIER fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a SUPPLIER, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the SUPPLIER shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the SUPPLIER of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the SUPPLIER to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in SUPPLIER being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the SUPPLIER shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the SUPPLIER until the SUPPLIER has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the SUPPLIER. Failure of the SUPPLIER to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible SUPPLIER or re-advertise this ITQ.

Failure of COUNTY at any time to require performance by the SUPPLIER of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

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EXHIBITS

EXHIBIT 1, SCOPE OF WORK/SPECIFICATIONS

1.01 BACKGROUND INFORMATION

The Manatee County Property Management Department (MCPM) is responsible for maintaining a wide variety of County facilities. These buildings include, but are not limited to, multiple storied office buildings, high security facilities (such as the Justice Center, Manatee Sheriff's Jail Complex and the Public Safety Center), Utilities water treatment facilities, recreational facilities and warehouses. To keep these buildings operational, the County requires the services of a professional contractor to provide preventative maintenance for the following: chillers, cooling towers, Air Handling Units (AHU), Computer Room Air Conditioning (CRAC) units, and refrigeration equipment.

1.02 SCOPE

The Successful Bidder (hereinafter in this Scope referred to as Contractor) shall provide all expertise, materials, labor and equipment necessary to perform chiller, HVAC, and refrigeration preventative maintenance services that will meet the requirements of this Agreement.

1.03 GENERAL REQUIREMENTS

The Contractor shall provide the following requirements:

- A. The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless prior written approval is provided by the County.
- B. Because some facilities require special security, the Contractor shall comply with the County's guidelines and restrictions as provided by MCPM for each location. Several facilities will require background checks for all Contractor's employees accessing the sites.
- C. Safety Standards: All of the Contractor's employees performing services for the County shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, the Contractor shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work sites.
- D. Property Protection: The Contractor shall perform the necessary services in such a manner that does not damage County property and that secures the building from unwanted entry. In the event that damage occurs to the property by reason of any services performed or neglected, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, then the cost of such work shall be deducted from the monies due the Contractor.

- E. The primary goal of this Agreement is for preventative maintenance, if repairs are deemed necessary by the MCPM beyond what would be considered maintenance, the Contractor's responsiveness is critical. Under normal circumstances the Contractor shall arrive on-site for repairs within two (2) hours from time of notification. Emergency situations require a response time of within one (1) hour. All repair work shall be completed within the first service response (unless otherwise approved by the County). Scheduled work shall follow a timeline agreed upon by the County and the Contractor. Failure to respond within the time specified may result in the work being performed by others. A pattern of response failure may result in the termination of the Contractor.
- F. The Contractor shall be paid on a quarterly basis; payment shall be made after all services have been provided, MCPM has received all service reports, and MCPM has received an invoice. Approved repairs beyond routine quarterly and annual maintenance shall be priced per the time and material as quoted in Exhibit 4, Quote Form and must be invoiced separately immediately after the repairs are complete to the satisfaction of the County.
- G. Labor rates for repairs as quoted in Exhibit 4, Quote Form should include all services, labor, equipment, and transportation. Only time on-site will be permitted, travel time shall not be included in the charges. Service call charges will not be permitted under this Agreement.
- H. The Contractor shall provide all tools and equipment considered to be normal and customary to the trade. The cost of equipment, parts, and materials shall be at the Contractor's cost plus a percentage markup as quoted in Exhibit 4, Quote Form. To verify the Contractor's Cost-Plus Markup, a copy of the equipment, parts, and materials invoice from the supply house, or other documentation satisfactory to the County, shall be submitted along with the Contractor's invoice for payment.

1.04 SERVICE REQUIREMENTS

The Contractor's services shall include, but not be limited to, the following:

A. Chillers

The Contractor shall perform quarterly preventative maintenance and annual services for the various HVAC chiller systems at the locations listed in Exhibit 3. Inspections shall be performed, and reports shall be submitted, in accordance with the manufacturer's recommendations, schedules, and testing procedures.

B. Cooling Towers

The Contractor shall provide quarterly preventive maintenance and annual services for coil cleanings per the manufacturer's requirements. While this specification is not intended for major repairs it does allow for limited repairs as found during preventative maintenance or other services at a fixed labor rate.

C. AHU Units

The Contractor shall provide quarterly filter changes, operational inspections, and preventative maintenance services for the AHU units at the Convention Center, Tax Collector's Office and the Crosley Estate main building.

D. CRAC Units

Where listed, provide quarterly preventive maintenance and annual services, including filter changes. ALL DATA CENTER CRAC UNITS WILL BE CONSIDERED A "FULL SERVICE" AGREEMENT. Scheduled maintenance and repair services on these units shall be covered in full by the Contractor for the duration of this Agreement.

E. Inspections

The Contractor shall perform three (3) complete quarterly and one (1) annual inspection of the equipment at each of the facilities listed in Exhibit 3. All inspections shall be done in accordance with the manufacturer's recommendations of testing and repair schedules. All work, at a minimum, shall include the following:

1. Cooling Towers: Services shall include, but not be limited to, the following:

- a. Annual cleaning (de-scaling) of cooling towers and sumps;
- b. Annual cleaning of associated pump strainers;
- c. Inspection/lubrication of all pumps;
- d. Exercise all butterfly valves, by-pass, check and triple duty valves in system;
- e. Inspect fan motors, blades, change reducer oil (if applicable);
- f. Inspect couplings (if applicable) and belts; and
- g. Inspection and service of all related and connected components to the chilled water system (i.e. air bleeders, pipe straps and stands, insulation, drain lines), with the exception of the water treatment circuit which is under contract by another contractor.

2. Chillers: Services shall include, but not be limited to, the following:

- a. Annual oil sample for analysis of each chiller;
- b. Annual condenser tube cleaning with gasket replacement;
- c. Meg compressor(s) and oil pumps;
- d. Evaporator coils to be inspected quarterly and cleaned annually, check fan operation if applicable;
- e. If applicable, clean condenser coils annually and inspect fan operation;
- f. Replace any required oil filters, provide an oil sample analysis and oil change if oil sample analysis dictates;
- g. Provide, as part of the service cost, all materials and parts needed to perform maintenance service;
- h. All other items are to be included as per manufacturer; and
- i. If applicable, check all water pumps, pump motors, and Variable

Frequency Drives (VFD).

3. AHU: Services shall include, but not be limited to, the following:

- a. Quarterly inspection of AHU components;
- b. Treat drain pan and drain lines;
- c. Annual coil cleaning;
- d. Inspect belts, motors, sheaves, and amperages;
- e. Grease and inspect bearings; and
- f. Inspect and adjust any mechanical controls (i.e. vanes, damper motors, air bleeds, etc.) as applicable.

4. All Associated Equipment: Services shall include, but not be limited to, the following:

- a. Inspection and reporting of possible issues with components such as piping, insulation, air separators, valves, pipe stands, roof supports, drain line issues, thermostats, pressure gauges, chemical feed lines and pots, pipe strap issues, and overall conditions at the site. (Note: Building Automated Control issues are under a different contract.) Any deficiencies found shall be reported in writing immediately to the MCPM Contact Person for that location, along with recommendations for rectifying such deficiencies.

F. CRAC Unit Service Requirements

Maintenance of CRAC units, will be considered Full Service, as these are mission critical to the County. Contractors shall include labor, parts, transportation, and all costs associated with the maintenance and total upkeep of these units into their prices. These units shall receive quarterly scheduled services and a thorough annual preventive maintenance.

1. CRAC Units (Full Service): Services shall include, but not be limited to, the following:

- a. Annual evaporator, condenser, and drain line cleaning;
- b. General cleaning and preventive maintenance per manufacturer specifications;
- c. Check proper operation of all connected components;
- d. Quarterly filter changes; and
- e. Annual replacement of humidification canisters (if applicable).

G. Annual Summary Report

The Contractor shall provide an Annual Summary Report that includes the condition of each unit and related systems covered under this Scope of Work. The Report is due in May of each year for the term of this Agreement. The Contractor shall submit the Report via email to the Property Management Contract Administrator and the Building

Services Division Manager as follows: Tom Roberts, Contract Administrator, tom.roberts@mymanatee.org; and David Thompson, Building Services Division Manager, david.thompson@mymanatee.org.

H. Repairs Outside the Scope of Maintenance

Under normal circumstances, repairs and equipment replacement are expected to be limited to problems found during preventative maintenance and inspections. However, the Contractor may be called in to repair breakdowns as they occur. In both circumstances the following shall apply:

1. Once the repair measures have been approved and authorized by the MCPM Contact Person, the Contractor shall commence work as soon as possible. Once repairs are completed the Contractor shall test the repairs for proper operation.
2. The County reserves the right to obtain quotes from other Contractors should the cost of repairs exceed that which is considered “reasonable” for such repairs.
3. No work shall be considered complete until the work area is secure, clean, any exposed refrigerated areas have proper insulation reappplied, and a written service report submitted to the MCPM Contact Person for the particular site.
4. Requested repair work pricing shall be based on labor rates as quoted in Exhibit 4, Quote Form; and equipment, parts, and materials shall be at the Contractor’s Cost-Plus Markup as quoted.
5. All rental equipment or specialty equipment required to perform requested repair work shall be billed at the Contractor’s cost with **NO** markup. Sales tax shall be considered part of the Contractor’s cost and will be reimbursed by the County. Proof of cost must be submitted with the invoice.

I. Service Reports

The Contractor shall provide a written Service Report at the completion of each visit that details the operating conditions of the equipment and all repairs and services done to the equipment as follows:

1. The Service Reports shall include the following:
 - a. Arrival and departure times of every technician on the job;
 - b. The date performed;
 - c. The location of equipment;
 - d. The type of work performed;
 - e. All equipment, parts, and materials approved and used; and
 - f. Any conditions found which may adversely affect the operation of the equipment which has been repaired.
2. The Contractor shall obtain a signature from the MCPM Contact Person.

3. The Contractor shall leave a MCPM signed hard copy of the Service Report with the MCPM Contact Person prior to leaving the site (Preferred).
4. The Contractor shall send an electronic copy of the Service Report within 24 hours to the MCPM Contact Person (Optional).

J. Invoices and Payments

The Contractor shall ensure that all invoices meet the following requirements before submitting for payment:

1. Must match the associated Service Report that was submitted;
2. Must include hours on site and equipment, parts, and materials used for the services or repair;
3. Must be itemized;
4. Does not lump a preventative maintenance service and a repair service on one invoice;
5. Does not charge for miscellaneous supplies;
6. Does not charge for travel time;
7. All repair services must be at the hourly rate for time actually at the site and must match the Service Report recorded times; and
8. All equipment, parts, and materials that are marked up, as quoted, must include a receipt, or a County approved supporting document, to enable the County to verify the markup cost.

1.05 ACCESSIBILITY

Contractor shall ensure all its electronic information, documents, applications, reports, and deliverables required under this Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

1.06 COUNTY RESPONSIBILITIES

County responsibilities shall include:

- A. The County will provide staff who will provide the Contractor access to the work sites.

- B. The County will provide staff to oversee the Contractor's operations.
- C. The County will be responsible to make every work site as safe as possible for the Contractor. Such as managing the electrical service and fire/security or other alarm systems.

1.07 PRICE ESCALATION/DE-ESCALATION

The Contractor's fees for chiller, cooling tower and related preventative maintenance services shall remain firm for a minimum of 12 months after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the PPI Index, Number WPU55101 (Commercial Machinery Repair and Maintenance), change in most recent 12-month period. No more than one (1) price increase is allowed in a 12-month period.

EXHIBIT 2, MINIMUM QUALIFICATIONS

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirements:

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. The Bidder has provided chiller, HVAC and refrigeration preventative maintenance for at least three (3) commercial clients since June 1, 2017. Each of which included the following components: preventative maintenance to chillers, all manner of HVAC and refrigeration equipment.

Provide the following information for the three (3) qualifying clients:

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components

3. Bidder must possess a current, valid HVAC Contractor's License issued by the State of Florida.

Provide a copy of Bidder's HVAC Contractor's License issued by the State of Florida.

4. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five (5) years.

Bidder must complete Attachment C and submit with its Quote attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years. The County will verify.

5. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor List.

No documentation is required. The County will verify.

6. If Bidder is submitting as a joint venture, Bidder must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.

7. Bidder has no reported conflict of interests in relation to this ITQ.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.

EXHIBIT 3, EQUIPMENT LOCATION, DESCRIPTION AND CONTACT LIST

Site visits should be made before the Information Conference. It is the Contractor's responsibility to schedule and make site visits to fully inform themselves of the current equipment and work conditions before submitting a response to this solicitation. Site visits are not mandatory but are recommended.

| Location | | Equipment – Chillers & AHU | Frequency | Service Limitation | Contact Name | Phone Number |
|----------|---|--|---|-----------------------------------|---------------------------------------|--|
| 1 | Desoto Center 600 301 Blvd W Bradenton, FL 34205 | 1-Trane RTAA-125 Chiller, Air Cooled 1-Trane RTAA-135 Chiller, Air Cooled Pumps and all associated equipment | One (1) Annual / Three (3) Quarterly | Daytime | Mark Petrilla, Building Supervisor | Office: 941 748-4501 x6486 Cell: 941-737-321 mark.petrilla@mymanatee.org |
| 2 | Judicial Center 1051 Manatee Ave W Bradenton., FL 34205 | 2-McQuay- Dual Compressor Centrifugal chiller, Water cooled, 1000 Ton, 480v, Controls-McQuay: OEM. Pumps and all associated equipment | One (1) Annual / Three (3) Quarterly | Daytime | Mike Owens, Building Supervisor | Office: 941 748-4501 x7934 Cell: 941-527-6 mike.owens@mymanatee.org |
| 3 | Bradenton Area Convention Center 1 Haben Blvd Palmetto, FL 34221 | 4 York chillers #1,2,3,4 AHU's # 3,4,6,7&8 Replace filter on AHU's Quarterly Pumps and all associated equipment | One (1) Annual / Three (3) Quarterly | Daytime and per Event Schedule | Sandra Guerra, Operations Mgr | Office: 941 722-3244 x3961 Cell: 941-465-2947 sandra.guerra@bacvb.com |
| 4 | Crosley Estate 8374 N Tamiami Trail Sarasota, FL 34243 | 2 each: Carrier, Model#: 30RAN---KA, Serial #: 4407Q03910, And all AHU's, Replace filter on AHU's Quarterly. Pumps and all associated equipment | One (1) Annual / Three (3) Quarterly | Daytime and per Event Schedule | Sandra Guerra, Operations Mgr | Office: 941 722-3244 x3961 Cell: 941-465-2947 sandra.guerra@bacvb.com |
| 5 | Tax Collector Main Office 819 US 301 Blvd W Bradenton, FL 34205 | 1 Trane RTAA-70 Chiller, Air Cooled Pumps and all associated equipment | One (1) Annual / Three (3) Quarterly | Daytime | Marie Munford, Operation Director | Office: 941-741-4800 x4870 mariem@taxcollector.com |

Site Location and Contact List for Data Center CRAC Services (Full Service)

| Location | | Equipment | Frequency | Service Limitation | Contact Name | Phone Number |
|----------|---|---|---|--------------------|-------------------------------------|---|
| 1 | Administration Building 1112 Manatee Ave W Bradenton, FL 34205 | Phone Room (7 th Floor) Liebert M#: BU102C-ADEI212A S#: N15F740145 | One (1) Annual / Three (3) Quarterly | Weekday | Tim Funk, Building Supervisor | Office: 941 748-4501 x3068 Cell: 941-737-3156 tim.funk@mymanatee.org |
| 1a | Administration Building 1112 Manatee Ave W Bradenton, FL 34205 | AHU's: (7 th Floor Data Room) Liebert M#: DSO70DDAIE1497A S#:C15B8E0032 Liebert M#: DSO70DDAIE1497A S#: C15B8E0033 Liebert M#: DSO70DDAIE1497A S#:C15B8E0034 Condensers: Liebert M#: TCDV308-A S#: C15B4F3384 Liebert M#: TCDV308-A S#: C15B4F3385 Liebert M#: TCDV308-A S#: C15B4F3375 | One (1) Annual / Three (3) Quarterly | Weekday | Tim Funk, Building Supervisor | Office: 941 748-4501 x3068 Cell: 941-737-3156 tim.funk@mymanatee.org |
| 2 | Public Safety- EOC Bldg 4101 47 th Terrace E Bradenton, FL 34203 | Data Room AHU's (3 unit -2 nd floor) Liebert M#: FH740C-AAE17110 S#: 937110-003 Liebert M#: FH740C-AAE17110 S#: 937110-004 Liebert M#: FH740C-AAE17110 S#: 937110-005 Radio Room (2 units 1 st Floor) Liebert M#: UH740C-AAE17110 S#: 937110-001 Liebert M#: UH740C-AAE17110 S#: 937110-002 (New in 2007) | One (1) Annual / Three (3) Quarterly | Weekday | Bob Vanetten Building Supervisor | Office: 941-748-4501 x3552 Cell: 941-527-9379 robert.vanetten@mymanatee.org |

| | | | | | | |
|---|--|---|---|---------|---------------------------------------|---|
| 3 | Judicial Center 1051 Manatee Ave W Bradenton, FL 34205 | Hensley Data Center AHU – Data Aire M#: GFAU-05632 S#: 2014-0933-B Data Aire M#: GFAU-05632 S#: 2014-0932-B AHU Condensers Data Aire M#: DARC-1732 S#: 2014-0935-A Data Aire M#: DARC-1732 S#: 2014-0934-A Includes remote condensers and one / yr. humidifier canister replacement. (New in Oct. 2014) | One (1) Annual / Three (3) Quarterly | Weekday | Mike Owens, Building Supervisor | Office: 941-748-4501 x7934 Cell: 941-527-6773 mike.owens@mymanatee.org |
| 4 | Desoto Center 300 301 Blvd W Bradenton, FL 34207 | Data Room @ Sheriffs Dept Liebert (DX) M#: DS105AUA1EI828S S#: N18M8E0036 Liebert (CHILLED H2O) M#: DW106DC1A1A557 S#: N18M150023 | One (1) Annual / Three (3) Quarterly | Weekday | Mark Petrilla, Building Supervisor | Office: 941 748-4501 x6486 Cell: 941-737-3217 mark.petrilla@mymanatee.org |

EXHIBIT 4, QUOTE FORM

ITQ No. 20-R074398GE

Chiller, HVAC and Refrigeration Preventative Maintenance Services

| Group A: Chiller, Cooling Tower, AHU, and Associated Equipment Quarterly & Annual PM | | | | | |
|--|---|--------------------|----------------------|--|------------------------------------|
| A | Locations | Number of Chillers | Cooling Tower | Includes AHU | Annual Maintenance Cost / Building |
| 1 | Desoto Center | 2 | No | No | \$ |
| 2 | Judicial Center | 2 | Yes x 2 | No | \$ |
| 3 | Convention Center | 4 | No | Yes | \$ |
| 4 | Crosley Estate | 2 | No | Yes | \$ |
| 5 | Tax Collector | 1 | No | Yes | \$ |
| Group A Subtotal: | | | | | \$ |
| Group B: Data Center CRAC Units – Quarterly & Annual PM (Full Service) Total Cost for Scheduled Preventative Maintenance and Any Repairs Needed | | | | | |
| B | Locations | Number of Units | Number of Condensers | Annual Maintenance Total Cost Per Building | |
| 1 | Administration Building (PBX Room) | 1 | 0 | \$ | |
| 1a | Administration Building (Data Room.) | 3 | 3 | \$ | |
| 2 | Public Safety Center / EOC | 5 | 0 | \$ | |
| 3 | Desoto Center | 2 | 1 | \$ | |
| 4 | Judicial Center/Hensley Wing | 2 | 2 | \$ | |
| Group B Subtotal: | | | | | \$ |
| C | Group C: Labor Costs for Repairs | | | | |
| 1 | Charge Per Hour for Labor as Directed (M-F, 8-5) (On-Site Time Only, No Travel Charges Will Be Accepted) | \$ _____ | X 80 | = | \$ |
| 2 | Overtime Charge Per Hour for Labor as Directed (Hours Other Than M-F, 8-5) (On-Site Time Only, No Travel Charges Will Be Accepted) | \$ _____ | X 10 | = | \$ |
| Group C Subtotal: | | | | | \$ |
| D | Group D: Repair Parts and Replacement Equipment | | | | |
| Percentage Markup for Equipment, Parts, and Materials | | % _____ | X \$10,000 = | \$ | |
| Total Quote Price (Add Group Subtotals A+B+C+D): | | | | \$ | |

Company Name:_____

Authorized Signature(s):_____

Name and Title of Above Signer(s):_____

Date:_____

ATTACHMENTS

Bidder must complete and return all Attachments with its Quote.

ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Addendum No.: _____ Date Received: _____

Print or type Bidder's information below:

Name of Bidder: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

Offeror must fully execute and return this form with its Quote.

ATTACHMENT B, BIDDER'S SIGNATURE FORM

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this ITQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Bidder's information below:

Signature of Authorized Official / Date: _____

Printed Name of Authorized Signer: _____

Title of Authorized Signer: _____

Name of Bidder: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Telephone: _____

Website URL: _____

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V, MANATEE COUNTY
PROCUREMENT CODE

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

This sworn statement is submitted to Manatee County by _____
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

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

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an

affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature of Bidder's Authorized Official]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20 ____

By _____ who is

☐ Personally known OR ☐ Produced identification

Type of identification] _____

Notary Public Signature: _____

My commission expires: _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of the Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

[Remainder of page intentionally left blank]