

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		



Invitation to Bid

Osceola County Board of County Commissioners

Bid Title: Replacement of Air Handler Unit, and Testing, Adjusting and Balancing of all units at the Osceola County Jail	
Bid Number: ITB-12-2610-MR	
Requesting Department: Building Maintenance	Bid Contact: Maria Rivera, Procurement Services
Bid Due Date: August 7, 2012	Bid Time Due: 2:00PM Local Time
Location to Deliver Bid: Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741	

In accordance with the intent and content of this Invitation to Bid (ITB), I/we, the undersigned, as authorized signatory to commit the firm, do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's Bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder:		
Business Address (street, city, state and zip code):		County:
Phone Number:	Fax Number:	E-Mail Address:
Osceola County Local Business Tax Receipt (formerly Occupational License) Number:		
State of Florida License Number (as applicable):		
Authorized Signature (manual):		Date:
Printed Signature:		Title:

EMERGENCY CONTACT INFORMATION – In the event the County needs to contact your firm during an emergency

Emergency Contact Person:	
Cell Phone Number:	Residence Phone Number:

GENERAL INSTRUCTIONS/DECLARATIONS

- Bids will be opened publicly by a representative of the Procurement Services Office in the Procurement Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on the date and time indicated above. All bid openings are open to the public and any interested parties are welcome to attend.
- Bids must be submitted on the form furnished by the County and in accordance with the specifications and the list of quantities desired.**
- Page One must be completed and submitted as the top sheet of the bid response.
- It is the intent and purpose of Osceola County that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Services Office, at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Office not later than seven (7) calendar days prior to the bid closing date.
- Bid Bond.** Each bid must be accompanied by a bid security equaling 5% of the total bid. The bid security may be submitted in the form of a standard form bid bond from a surety licensed to do business in Florida and with a Best's of equivalent rating of A+ or more, or by a certified check, or a cashiers' check. Failure to submit the bid security will result in the disqualification of your bid. Failure to submit bid security in the form of a bid bond may be used by the County as an indicator of financial non-responsibility. The terms of the bid security shall be that either the bidder will enter into the contract if awarded to the bidder, or the surety (or alternate form of security forfeit) will be responsible for the costs resulting from the failure of the bidder to enter into the contract including the increased costs associated with taking the next lowest responsive, responsible bidder and costs associated with conducting the bid and letting the contract.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

6. **A MANDATORY PRE-BID CONFERENCE will be held on Tuesday, July 17, 2012 @10:00am. Local time at the Osceola County Corrections Facility (Jail), 400 Simpson Road, Kissimmee, Florida 34744. Attendance is mandatory. Questions regarding this bid must be received through written email or faxed inquiries directed to the designated Procurement Services Representative no later than Friday, July 27, 2012 @5:00pm. Local time. Questions of sufficient general interest will be formatted by the Procurement Services Office and issued to all interested parties in the form of an addendum.**

SECTION A. INSTRUCTIONS TO BIDDER.

A1. MANDATORY PRE-BID CONFERENCE: will be held on **July 17, 2012 at 10:00am.** Local time at the Osceola County Corrections Facility (Jail), 400 Simpson Road, Kissimmee, Florida 34744. Attendance is mandatory.

IMPORTANT NOTE: It is imperative that all bidders have a clear understanding of the scope of services requirements. As such, the County reserves the right to change the mandatory pre-bid conference to a non-mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a bid; **and bids will only be accepted from those who are represented at a mandatory pre-bid conference.** Attendance at the pre-bid conference will be evidenced by the bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

A2. Public Opening of Bids: Bids will be publicly opened in the Procurement Services Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on Tuesday, **August 7, 2012 at 2:00 p.m.**, or as soon as possible thereafter. Pursuant to Florida Statute 119.071, sealed bids received in response to a competitive solicitation are exempt from Florida Statute 119.07(1) and s. 24(a), Art. 1 of the State Constitution until 30 days after opening of the bids or posting of the notice of an intended decision, whichever is earlier, and therefore will not be read aloud at the public bid opening.

A3. Bid Compliance:

- (a) All items contained in the bid must be in total compliance with the specifications in this solicitation.
- (b) Alternate bids will not be considered unless they are specifically called for in this solicitation.
- (c) Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on the cover page and the proposal page(s), all Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

A4. Unit Price Accuracy: Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after the opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing shall prevail. Please note that the County reserves the right to clarify and correct extended amount errors.

A5. Bid Price Schedule: Each Bidder shall furnish the information required on the Bid Price Schedule, Section F, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

A6. Lobbying; Lobbying Black-Out Period; Questions Regarding Bids:

- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
- (b) A lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Bidders shall not contact any Board Member, the County Manager, and/or any requesting or evaluating Department/Office personnel during said black-out period concerning an active solicitation. All questions and procedural matters shall be directed to the Procurement Services Office.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

- (c) The Board of County Commissioners and/or the County Manager may disqualify any solicitation response where any Board Member, the County Manager, and/or County Personnel have been lobbied in violation of the black-out period.
- (d) Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, at least ten (10) calendar days before the bid opening date.
- (e) Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

A7. Addenda:

- (a) Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the Procurement Services Office.
- (b) Oral answers received by any member of the Procurement Services Office or requesting department will not be authoritative and the County will not entertain any protests based on a verbal instruction.
- (c) It will be the responsibility of the Bidder to contact the Procurement Services Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. The County will not consider requests to re-open a bid as a result of the failure of the Bidder to secure addenda.

A8. Proper Signatures: Failure to sign and witness the Bidder's signature may result in a disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

A9. Performance and Payment Bond: Upon award of this project, the successful Bidder shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount awarded under this project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after award of this project. No commencement of work shall be authorized by the County without receipt of the Performance and Payment Bond or alternative security.

- (a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount awarded under this project**, made payable to Osceola County Board of County Commissioners, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
 - i. The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
- (b) In lieu of a Payment and Performance Bond, the successful Bidder may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under this project**, made payable to the Osceola County Board of County Commissioners;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under this project**, made payable to the Osceola County Board of County Commissioners. The irrevocable Letter of Credit shall contain the following:

➤ The "Beneficiary" shall be stated as:

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

Osceola County Board of County Commissioners
1 Courthouse Square
Kissimmee, Florida 34741

- The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."
- iii. Cash (U.S. currency only).
- (c) The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The successful Bidder shall assure faithful performance of this project;
 - ii. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the County depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the County; and,
 - iv. Nothing in this section shall be construed to limit the authority of the Board, the County Manager, or the Procurement Services Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the County.
- (d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Bidder to request in writing from the County the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the County, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Bidder in writing.

A10. Bid Submittal:

- (a) All bids must be submitted in a sealed envelope, plainly marked on the outside with the Invitation to Bid number, date, time of opening, and the Bidder's name. For your convenience, Attachment "H" has been provided to properly identify and affix to your bid submittal.
- (b) It is the Bidder's responsibility to assure that the bid is received in the OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741, no later than 2:00pm on July 30, 2012. Any bid received after this date and time will not be accepted or considered, and will be returned unopened to the Bidder. No offers will be accepted or received in any other Osceola County office.
- (c) **Cost of Submittal:** The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.
- (d) **No telegraphic or facsimile offers will be considered.**

A11. Bid Copies: Bidders are asked to submit three (3) copies of the bid response (one (1) unbound original and two (2) bound copies). **The submittal should also include a CD-ROM or memory stick containing the entire proposal formatted to be read with Microsoft® software products or Adobe® PDF software.**

A12. Withdrawal of Bids: Bids may be withdrawn anytime before the bid opening date. The Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening of bids, by communicating the purpose of the withdrawal in writing to the County. Thereafter, the bid will be returned to the Bidder unopened. **Bids may not be withdrawn for a period of ninety (90) days after the bid opening date.**

A13. Limitations on Liability: Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered unresponsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the County.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

A14. Bid Protests: Any Bidder or Respondent, who is not the awarded Contractor, but is aggrieved in connection with the award of a Contract, may file a Notice of Protest, in writing, with the Procurement Services Office, within seventy-two (72) hours after Board or County Manager approval in accordance with the Osceola County Administrative Code, Section V. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.

A15. Failure to comply with any of the foregoing instructions or any other essential element of the Invitation to Bid may result in the disqualification of the bid.

SECTION B. GENERAL PROVISIONS.

B1. Notice of Award: Notice of an award by Osceola County will constitute acceptance of the bid from the overall lowest priced, most responsive, and responsible Bidder. The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal, as required by this Invitation to Bid, and other additional materials submitted by the Bidder and accepted by the County, shall constitute the Bidder's response. At the County's discretion, either a purchase order or other award document such as an agreement, will be issued by the County when appropriate to do so.

B2. Applicable Law, Venue, Jury Trial: Any contractual arrangement between Osceola County and the successful Bidder shall be consistent with, and be governed by, the ordinances of Osceola County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

B3. Appropriations/Fund Availability: Any agreement resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded; however, the County reserves the right not to appropriate funds for an ongoing procurement if it is deemed in its best interest.

B4. Compliance with All Laws: The Bidder, by submission of this bid, certifies that the Bidder will provide the services agreed upon in a timely and professional manner in accordance with the specifications. In addition, the Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of the contractual agreement.

B5. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization. Osceola County shall pay all Bidders pursuant to, and in accordance with, the promulgations set forth in Section 218.70, Florida Statutes, Florida's Prompt Payment Act. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the County in the quality and quantity ordered. Payment will be accomplished by the submission of an invoice, in duplicate, with a Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Osceola County cannot be made without prior written approval by the County.

B6. Inspection/Acceptance/Title: Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting department/office of the County, unless loss or damage results from negligence by the County or the requesting department/office.

B7. Acceptance of Goods/Services: Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the Invitation to Bid specifications and conditions. Should the products/services differ in any respect from the specifications, payment will be withheld until such time as the Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the requesting department/office, the Procurement Services Office may authorize said department/office to refuse the final acceptance of the goods/services. Should a representative of Osceola County agree to accept the goods/services on the condition that the Bidder will correct its performance within a stipulated time period, then payment will be withheld until the

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

services are performed as specified in the executed agreement.

B8. Termination:

- (a) *Termination for Default:* The performance of the agreement may be terminated by Osceola County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Bidder has failed to meet the performance requirement(s) of the agreement.
- (b) *Termination for Convenience:* The County reserves the right to terminate a contractual agreement, in whole or part, by giving the Bidder written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Osceola County, the Bidder shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the agreement shall continue during such notice period, and the County shall continue to be responsible to the Bidder for the payment of any obligations to the extent that such responsibility has not been excused by breach of default of the Bidder.
- (c) *Payment Upon Termination:* Upon termination, the Bidder shall bill the County for all amounts not previously billed and due the Bidder at that time. The Bidder shall not be entitled to a professional fee, or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Bidder, unless specifically approved or requested by the County. The Bidder shall, however, be entitled to payment for services commenced, completed, and approved by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the County. All such payments shall be subject to a set-off for any damages incurred by the County resulting from any delay occasioned by the early termination.

B9. Insurance Requirement:

- (a) **Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference B10) with your bid submittal.**
- (b) The successful Bidder(s) shall provide original certificates of Insurance, as outlined in Attachment B, to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance **shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners and Osceola County as an Additional Insured.**
- (c) All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

B10. Applicable Licensing:

- (a) *Local Business Tax Receipt (formerly Occupational License):* If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement.
- (b) *Other Licenses and Permits:* The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

B11. Bid as Public Domain: All documents and other materials made or received in conjunction with this project will be subject to the public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Bidders shall not submit pages marked "proprietary" or otherwise restricted.

B12. Relationship of the Parties: The Bidder shall act as an independent contractor and not as an employee of Osceola County. The Bidder will be required to indemnify, defend, hold, and save harmless the County, its officers, agents, and employees, from damages arising from the Bidder's performance of, or failure to perform, any task or duty required to be performed by the Bidder.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

B13. Indemnification:

- (a) The successful Bidder(s) agrees to be liable for any and all damages, losses, and expenses incurred by the County, caused by the acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with the performance of obligations under a contractual agreement. The Bidder agrees to indemnify, defend, and hold the County harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with an agreement.
- (b) The County agrees to be liable for any and all damages, losses, and expenses incurred by the successful Bidder(s), caused by the acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in assisting the successful Bidder(s) in the performance of obligations under a contractual agreement. The County agrees to indemnify, defend, and hold the Bidder harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in connection with an agreement.

B14. Bankruptcy or Insolvency: If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the County reserves the right to terminate any contractual agreement immediately.

B15. Assignment: The successful Bidder will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the County.

B16. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver or a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

B17. Changes: The County reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B18. Modifications: In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in Osceola County.

B19. Administrative Provisions: In the event the County issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter, or any other instrument is for the County's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon.

B20. Taxes: Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-80131321398C-5 and the Federal Exemption Identification Number is 59-6000780.

B21. Independent Pricing: By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

indirectly, to any other Bidder or to any competitor; and,

- (c) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

B22. Public Entities Crimes: A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid on a lease of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment C and signature on this solicitation, the Bidder certifies that it is qualified to do business with Osceola County in accordance with the Florida Statutes.

B23. Equal Opportunity: Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The County requests minority and women owned business enterprises to submit evidence of such certification with each submittal.

B24. Other Entity Use:

- (a) All Bidders submitting a response to this Invitation to 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 Bidder feel it is in its best interest to do so.
- (b) Each governmental agency desiring to accept these bids, and making 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.
- (c) This solicitation in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

B25. Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all Bidders must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the disqualification of the bid or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the County Administrative Code, Chapter 3, Section 3.9, Conflict of Interest. Please complete and submit Attachment D with your bid submittal. The County will seek damages for the recoupment of losses in having to re-bid or re-assign this solicitation.

B26. Additional Terms and Conditions: No additional terms and conditions included with the bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid, and the Bidder's authorized signature, affixed to the bid, attests to this.

B27. Force Majeure: Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

B28. Public Emergencies: It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

County. The Bidder agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION C. SPECIAL PROVISIONS.

C1. Minimum Standards: Specifications listed herein describe the expected minimum standards. If any exceptions are taken, the Bidder is responsible for indicating on the bid form any deviations from the specifications, including an explanation, justification, or applicable literature for the deviation. The absence of this indication shall be considered complete compliance with the listed specifications. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid.

C2. Bidder's Specifications: Each Bidder shall make accurate statements in its bid.

C3. Not Bidding: If not bidding any or all items, please so state.

C4. Firm Prices: Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.

C5. Estimated Quantities: As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Bidder to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. Quantities noted in the Invitation to Bid are estimates only and are intended as a guide in submitting the bid and in no way obligates the County to purchase this amount. The actual quantities purchased under this bid may be more or may be less.

C6. Pre-Award Inspection: Prior to the award of any agreement, the County reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the County.

C7. Existing Permits and Identification Numbers: Any and all permits, state licenses, including Department of Environmental Protection (DEP) and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the County upon request.

C8. Qualification of Bidder: The Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid, and be properly licensed to do business in the State of Florida. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project.

C9. Additional Information: The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

C10. Agreement:

- (a) An agreement may be required for this service and must be signed by the Bidder prior to execution by the County, whereupon the Bidder becomes the Contractor upon approval.
- (b) **The provisions of said agreement contain similar language to the provisions contained in this Invitation to Bid.**
- (c) The agreement shall be used as a basis for negotiation and the County reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
- (d) The successful Bidder(s) shall execute and return the agreement to the County, within ten (10) days after receipt all contractual documents, performance, and payment bonds (if applicable), insurance verifications and any other documents required by this bid.
- (e) **In no event shall an agreement be considered binding upon the County until it has been properly executed by all parties.**

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

- (f) In conjunction with the agreement, a purchase order may be issued by the County prior to the start of any project, service, or work by the Bidder.

C11. Attachments: All attachments are made an essential part of this bid and include the following:

- (a) Attachment A – Statement of No Bid
- (b) Attachment B – Insurance Requirements*
- (c) Attachment C – Public Entities Crimes
- (d) Attachment D – Conflict of Interest
- (e) Attachment E – Drug-Free Workplace Certification
- (f) Attachment F – Experience of Bidder
- (g) Attachment G – Vendor Demographics Survey
- (h) Attachment H – Solicitation Response Identification Label

****The successful Bidder must comply with the insurance requirements set forth in Attachment B. If a Bidder chooses not to bid on this Invitation to Bid, the Bidder is asked to please complete and return Attachment A.***

C12. Inadequate Service: In cases where materials, goods or services are not properly delivered, the Bidder will either remedy the defect or be responsible for reimbursement of the difference to the County for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the County's sole discretion.

C13. Failure of Performance and/or Delivery: If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the County for any damages caused by the Bidder's failure to perform as stated.

C14. Protection of Property: At all times, the successful Bidder shall guard from damage or loss to property of the County, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the County, other Bidders, or contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

C15. Unsatisfactory Work: Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the County.

C16. Service Requirements: The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that Osceola County's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the County shall have the right to rescind the purchase order and award the project to another Bidder.

C17. New Product: Any and all products provided under this bid shall be new and unused.

C18. Most Favored Customer: The County seeks and demands to be the most favored customer of each Bidder who does business with the County. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the County's under similar terms and conditions. The successful Bidder agrees to provide the County discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

C19. Price Reduction Clause: The County will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The County will request a price reduction from the date that the violation took place. The successful Bidder will owe the County a discount proportionately equal to that given the most favored customer.

C20. Non-Exclusivity Clause: Nothing herein is intended nor shall be construed as creating any all-encompassing arrangement with the successful Bidder.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

The awarded Agreement shall not restrict the County from acquiring goods and/or services outlined herein from other contractors, service providers, vendors, and/or sources.

SECTION D. AWARD OR REJECTION OF BIDS.

D1. Award of Contract/Purchase Order: Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.

D2. Delivery: Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

D3. Split Award: The County reserves the right to make an award to one Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

D4. Right to Cancel or Reject: A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to reject any or all bids, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject the bids, or any part thereof, which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the bid from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.

D5. Bid Results: The bid tabulation sheet will be available thirty (30) days after the bid opening date or upon posting the notice of an intended decision, whichever is earlier, and will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. The bid tabulation sheet may also be viewed via the Onvia DemandStar System; accessible via the link located on the Procurement Services section page of www.osceola.org. In the alternative, a Bidder may contact Onvia at (800) 711-1712 for the results or a Bidder may also call the Osceola County Procurement Services Office at (407) 742-0900 for results.

D6. Best Prices: An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.

D7. Reasonable Prices: A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

D8. Local Small Business Enterprise Program: Osceola County Board of County Commissioners has established a Local Small Business Enterprise Program (LSBE) to enhance contracting and procurement opportunities for small business enterprises headquartered in Osceola County. The County strongly encourages participation of LSBE in contracting and subcontracting opportunities and has established a 25% participation goal. Should a certified Osceola County LSBE bid on a solicitation issued by the County and submit a bid that is within 5% of the lowest bid, whether or not that bidder is the second lowest bidder, the LSBE may be deemed the lowest bidder if the bidder agrees to reduce its bid to match the bid or quote of the lowest bidder.

If the bid is a lump sum bid, the LSBE will be requested to match the lowest lump sum bid. If the bid is a line item bid, the LSBE will be asked to reduce individual line items' bid prices so that the total bid price matches the lowest total bid. The LSBE will not be able to increase some line item bid prices while reducing other line item bid prices on their revised bid.

The LSBE will have three (3) business days to respond in writing to the County's request match. If the lowest LSBE does not elect to reduce its bid, then the next lowest LSBE will be given the opportunity to match the bid or quote using the process stated above, providing that bidder is also within five percent (5%) of the lowest bid or quote.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

No contract awarded to an LSBE under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) of the dollar value of the contract to be performed by an entity or entities that are not Osceola County LSBE as defined in Chapter 3 of the Administrative Code. **Bids submitted by certified LSBEs must include a list of subcontractors which identifies which firms are LSBEs and the proposed percentage of the dollar value of the contract to be performed by each firm.**

For application of the LSBE preference, the vendor must be certified by Osceola County as an Osceola County LSBE prior to the bid or quote due date and a copy of the certification must be included in the bid or quote submittal.

For additional information relating to the qualifications, eligibility and exceptions to this program, please refer to the Osceola County Administrative Code, Chapter 3, Section 3.30 or call the Procurement Services Office at 407-742-0900.

Contractors using Subcontractors will be required to report on the percentage of the dollar value of the contract to be performed by LSBE Subcontractors.

D9. MWBE and SDVBE Participation Programs: The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) Program with a 25% participation goal. The purpose of this program is to promote and encourage the participation of MWBE as Contractor or Subcontractor on County awards.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

Contractors using Subcontractors will be required to report on the percentage of the dollar value of the contract to be performed by MWBE and SDVBE Subcontractors.

D10. Drug-Free Workplace Preference: Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. If your firm has implemented a drug-free workplace program, please complete Attachment E, Drug-Free Workplace Certification and include with your bid submittal.

D11. Debarred Bidders: The County reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the County's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

D12. Determining Responsibility: In determining responsibility, the following qualifications will be considered:

- (a) The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified.
- (b) The reputation, judgment, and experience of the Bidder.
- (c) The quality of performance of previous contracts or services, including previous performance with the County.
- (d) Previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- (e) Financial resources of the Bidder to perform the contract or provide the service.
- (f) Ability to provide future maintenance and service for the use of the subject of the contract.
- (g) Whether the Bidder is in arrears to the County on a debt or contract, or is in default on surety to the County, or whether the Bidder's taxes or assessments are delinquent.

D13. Employment Eligibility Verification (E-Verify): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of an Agreement resulting from this solicitation is or will be funded using state or federal funds, the Bidder/Contractor must comply with the Employment Eligibility Verification Program ("E-Verify

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder/Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the RECIPIENT is a state or local government, the Bidder/Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract(s), such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

D14. Sovereign Immunity: The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION E. SPECIFICATIONS FOR REPLACEMENT OF AIR HANDLER UNIT AND TESTING, ADJUSTING AND BALANCING OF ALL UNITS AT THE OSCEOLA COUNTY JAIL

E1. Scope of Services: It is the intent of this Invitation to Bid (ITB) to contract with a firm to purchase all necessary materials, equipment, labor and services required to remove and dispose of five (5) air handler unit at the Corrections Facility (Jail), for zone A & D of Osceola County, and to install five (5) air handler unit for zone A & D, according to the following specifications; Carrier, McQuay, Trane/ American Standard Inc, York, or approved equivalent brand, and;

To perform testing and balancing procedures on each system according to the procedures contained in SMACNA's "HVAC Systems – Testing, Adjusting, and Balancing" according to the requirements in ASHRAE 62.1, Section 7.2.2 – “Air Balancing” of all fourteen (14) units at the Osceola County Jail. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.

E2. Disposal: The CONTRACTOR shall remove and dispose of five (5) air handler unit for Zone A & D. Disposal includes disconnecting and removing air handler unit and associated electrical, ductwork and piping from site. The line voltage electrical cables, chilled water piping, and condensate drain piping shall all be disconnected to ensure proper air handler unit removal.

E3. Installation of Air Handler Unit: The CONTRACTOR shall provide and install five (5) new air handling unit and new associated electrical cables, ductwork, and piping. Installation also includes sealing all sheet metal duct joints (ensuring the supply and return connections function properly), replacing existing ceiling diffusers. The electrical line voltage, chilled water piping, condensate drain piping shall be reconnected to the new air handler for proper connection. After connection, the CONTRACTOR shall start up the equipment to see the new air handler circulates air properly.

E4. Warranty: The awarded CONTRACTOR shall perform all manufacturer required inspections and service on the new air handler. The awarded contractor shall notify the COUNTY's representative prior to each warranty service site visit. The County's representative shall supervise the CONTRACTOR's inspections.

E5. Contractor Qualifications: The CONTRACTOR shall minimally hold either a General Contractor's or Mechanical Contractor's license issued by the State of Florida Construction Industry Licensing Board according to Florida Statutes, Chapter 489. This license must be valid at the time of bid opening. A copy of the license and any other applicable licensing/certification must be provided with the bid submittal. The CONTRACTOR shall notify the COUNTY if any change occurs with regard to the licenses during the service of this contract.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

E6. Workmanship: While working on County property, Contractor's employees shall wear neat-appearing uniforms (no shorts) and footwear of a style that complies with all legal and safety requirements, including, and without limitation, the requirements of Occupational Safety and Health Act.

E7. Detailed plans and project specification: Detailed plans and project specifications are available on the County's ftp site.

Location: ftp:\\ftp.osceola.org
User name: propublic
Password: Full@top

To access the FTP site, open up Internet Explorer, then simply type <ftp://ftp.osceola.org> in the address bar. You will be asked to enter the user name and password as described above. You will be taken to the FTP "root." To simplify viewing select and click "page" on the toolbar then select "*Open FTP site in Windows Explorer*" from the drop down menu. At this point, a dialog box will pop up requesting the user name and password once again. The user name remains: propublic and the password is: Full@top (the user name and password are case-sensitive).

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

SECTION F. BID PRICE SCHEDULE.

In accordance with the terms, conditions, and scope of services set forth above, the Bidder hereby submits the following prices for ITB-12-2610-MR, Replacement of Air Handler Unit Zone's A & D and Testing, Adjusting and Balancing of all units at the Osceola County Jail, as follows:

Description	Quantity	Unit of Measure	Unit Price	Extended Price
Removal and disposal of existing equipment and furnish and install new/unused Air Handler at the Osceola County Jail Make and Model: _____ Anticipated number of days for the delivery of the equipment _____ days Anticipated number of days for the installation of equipment _____ days	1	Each	\$	\$
Total Bid Price				\$

Description	Quantity	Unit of Measure	Unit Price	Extended Price
Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible. _____ Anticipated number of days for equipment examination _____ days	1	Each	\$	\$
Total Bid Price				\$

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email: maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

SECTION G. CERTIFICATION OF BIDDER.

To the Procurement Services Office Manager:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that this bid is genuine, not a sham or collusive or made on behalf of another person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any other Bidder to submit a sham bid; that the undersigned has not directly or indirectly induced or solicited any other person, firm, or corporation to refrain from submitting a bid; and that the undersigned has not in any manner sought collusion to secure an advantage over any other Bidder. By submittal of this bid, the undersigned agrees to abide by all terms and conditions set forth herein, including, but not limited to, the specifications, bid security, prompt contracting, and timely delivery of the services and/or equipment to be procured hereby.

Have you supplied all the required submittal documents as outlined below? Please place a check mark (✓) next to each applicable item:

- ☐ Invitation to Bid cover page completed and signed (Page 1 of the solicitation document) - **REQUIRED**
- ☐ Completed and executed Certification of Bidder (Section G) - **REQUIRED**
- ☐ Proof of Insurance, (minimum limits set forth in Attachment B) - **REQUIRED**
- ☐ Occupational License / Osceola County Local Business Tax Receipt, as applicable - **REQUIRED**
- ☐ Public Entity Crimes, Attachment C - **REQUIRED**
- ☐ Conflict of Interest, Attachment D - **REQUIRED**
- ☐ Drug-Free Workplace Certification, Attachment E – if applicable
- ☐ Experience of Bidder, Attachment F - **REQUIRED**
- ☐ All Attachments, as applicable
- ☐ Addendum Acknowledgement, if applicable
- ☐ Bid / Performance Bonds, if applicable
- ☐ Single reproducible diskette, CD-ROM or memory stick containing entire bid submittal
- ☐ Vendor Demographics Survey Form (Attachment G - Optional)

If the Bidder is not successful as Prime Supplier, will the Bidder be willing to serve in a Secondary Supplier capacity under the same terms and conditions contained herein? Yes _____ No _____

Osceola County is currently contracted with Bank of America for the utilization of their VISA credit card. Is your firm able to accept the Bank of America VISA credit card for payment of services/commodities? Please indicate whether your company will accept VISA payments in lieu of a County check. Yes _____ No _____

Prompt Payment Discount: _____ % **Days**
Discount for prompt payment of 30 days or longer may be considered in Evaluation of Award.

Signature of Authorized Representative:

Date:

Printed Name:

Title:

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD: ADDENDUM # _____ THROUGH ADDENDUM # _____

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email: maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT 'A' STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids, to the **Osceola County Procurement Services, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.**

I/we have declined to bid on ITB-12-2610-MR, Replacement of Air Handler Unit and Testing, Adjusting and Balancing of all units at the Osceola County Jail, for the following reasons:

- _____ Specifications are too "restrictive" (i.e. geared toward one toward one brand or manufacturer) as explained below.
- _____ Insufficient time to respond to Invitation to Bid
- _____ I/we do not offer this product or equivalent
- _____ My/our product sheet would not permit us to perform the services required
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear as explained below
- _____ Other as specified below

Remarks: _____

I/we understand that if the "No Bid" letter is not executed and returned, my/our name may be deleted from the list of qualified Bidders for Osceola County for future projects.

 Typed Name and Title

 Signature and Title

 Company Name

 Address

 Telephone Number

 Date

 Email Address

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT "B" INSURANCE REQUIREMENTS

- A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits as outlined in the provided hereto sample Acord 25 Certificate of Liability Insurance.
- C. **County as Additional Insured:** The successful Bidder/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- D. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741**

- E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and made readily available upon request by the County.
- G. **Loss Deductible Clause:** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Initials of Signatory: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email: maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ACORD 25 FORM - SAMPLE CERTIFICATE OF LIABILITY INSURANCE Service A -

		SERVICE A CERTIFICATE OF LIABILITY INSURANCE	OP ID: DATE (MM/DD/YYYY)																																								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																											
PRODUCER INSURED Name and Address of Service Provider	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT</td> </tr> <tr> <td>NAME:</td> <td></td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td>E-MAIL ADDRESS:</td> <td></td> </tr> <tr> <td>PRODUCER</td> <td></td> </tr> <tr> <td>CUSTOMER ID #:</td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td>AM Best Rating A-:VII or Better</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>			CONTACT		NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		PRODUCER		CUSTOMER ID #:		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AM Best Rating A-:VII or Better		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:									
CONTACT																																											
NAME:																																											
PHONE (A/C, No, Ext):	FAX (A/C, No):																																										
E-MAIL ADDRESS:																																											
PRODUCER																																											
CUSTOMER ID #:																																											
INSURER(S) AFFORDING COVERAGE		NAIC #																																									
INSURER A:	AM Best Rating A-:VII or Better																																										
INSURER B:																																											
INSURER C:																																											
INSURER D:																																											
INSURER E:																																											
INSURER F:																																											
<table style="width: 100%;"> <tr> <td style="width: 33%;">COVERAGES</td> <td style="width: 33%;">CERTIFICATE NUMBER:</td> <td style="width: 33%;">REVISION NUMBER:</td> </tr> </table>				COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																					
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 30%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADDL SUBR INSR</th> <th style="width: 10%;">WVVD</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP (MM/DD/YYYY)</th> <th style="width: 20%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td></td> <td> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC </td> <td><input checked="" type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 </td> </tr> <tr> <td></td> <td> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ </td> </tr> <tr> <td></td> <td> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$ </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ </td> </tr> <tr> <td></td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> <td></td> <td></td> <td></td> <td> <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 </td> </tr> </tbody> </table>				INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																				
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000																																				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$																																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000																																				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) <small>Osceola County Board of County Commissioners and Osceola County are named Additional Insured on the general liability and auto liability policies for liability arising from the provisions of products or services to Osceola County by the Named insured. The general liability policy contains Additional Insured Endorsement CG2010 1185 or its equivalent. The general liability and workers compensation/employers liability policies contain a waiver of subrogation in favor of Osceola County. Coverage shall be Primary/Non-Contributory on general liability. *Osceola County shall be notified 30 days prior to cancellation or non-renewal of any policy listed, except for 10 day notice for non-payment of premium.</small>																																											
CERTIFICATE HOLDER Osceola County Board of County Commissioners c/o Director of Human Resources 1 Courthouse Sq., Ste 4700 Kissimmee, FL 34741		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																																									

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT "C" PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number ITB-12-2610-MR, for Replacement of Air Handler Unit and Testing, Adjusting and Balancing of all units at the Osceola County Jail.

2. This sworn statement is submitted by _____ whose business address is **[Name of entity submitting sworn statement]**

_____ 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: _____).

3. My name is _____ and my relationship to the above is **[Please print name of individual signing]**

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

5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email: maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment C, Public Entities Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT "D" CONFLICT OF INTEREST STATEMENT

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)

in _____ and principal office in _____.

- B. Said entity is submitting this bid/offer to **ITB-12-2610**, titled **"Replacement of Air Handler Unit and Testing, Adjusting and Balancing of all units at the Osceola County Jail"**.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Conflict of Interest Statement, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT "E" DRUG-FREE WORKPLACE CERTIFICATION

The drug-free certification form below must be signed and returned with the bid.

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' 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 bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID – IF APPLICABLE

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT "F" EXPERIENCE OF BIDDER

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:** _____
- Address: _____
- City/State/Zip: _____
- Phone: _____ Fax: _____
- Name of primary contact responsible for work performance: _____
- Phone: _____ Cell Phone: _____
- Email address: _____
- Name of alternate contact should primary not be available: _____
- Phone: _____ Cell Phone: _____

2. **PERSONNEL:** Please provide the current composition of your workforce:

Description	Number
Total Number of Employees	
Management	
Technical	
Clerical	

3. **EXPERIENCE:**
- Years in business: _____
- Years in business under this name: _____
- Years performing this type of work: _____
- Value of work now under contract: _____
- Value of work in place last year: _____
- Percentage (%) of work usually self-performed: _____
- Name of subcontractors you may use: _____
- Has firm: Failed to complete a contract: _____
- Been involved in bankruptcy or reorganization: _____
- Pending judgment claims or suits against firm: _____
- What company do you use for pre-employment criminal background checks? _____

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email: maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

4. **SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES ☐ NO ☐

Have you had any job related fatalities within the last five (5) years? YES ☐ NO ☐

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. **INSURANCE AGENCY COMPANY NAME:** _____

Agent Contact: _____ Phone: _____

Total Bonding Capacity: \$ _____

Value of Work Presently Bonded: \$ _____

6. **LOCAL SERVICE FACILITY:**

Name of local service center: _____

Address of local service center: _____

Telephone number: _____

Contact person: _____

7. **WORK EXPERIENCE:**

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

Reference #1:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email: maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

Reference #3:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment F, Experience of Bidder, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

ATTACHMENT "G"

Vendor Demographics Survey

Company Name: _____
 Company Address: _____
 City, State, and Zip: _____
 Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Osceola County? _____
3. Is your company currently certified as a minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to bid due date.)
 _____ Yes _____ No

If yes, please enclose a copy of your Certificate with your bid submission.

4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

County Staff Use Only	Solicitation No:	
	Percentage of Local Employees	
	Percentage of Female and Minority Employees	

ITB-12-2610-MR	Due Date & Time: Tuesday, August 7, 2012 @ 2:00 pm., local time	Advertised Date: Sunday, July 1, 2012 and Thursday, July 5, 2012
Procurement Representative: Email:maria.rivera@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Replacement of Air Handler Unit , and Testing, Adjusting and Balancing of all units at the Osceola County Jail		

Attachment "H"
Solicitation Response Identification Label

NOTICE TO ALL BIDDERS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂-----

<p>DO NOT OPEN - Sealed Solicitation - DO NOT OPEN</p> <p>SOLICITATION #: ITB-12-2610-MR Attention: Maria Rivera</p> <p>Title: Replacement of Air Handler Unit, and Testing, Adjusting and Balancing of all units at the Osceola County Jail</p> <p>SOLICITATION To Be Opened On: <u>August 7, 2012</u> AT <u>2:00 P.M.</u></p> <p>From: _____ _____ _____</p> <p>Deliver To: Osceola County Government Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741</p>	
--	--