



CONTRACT NO. 11-0404

for Chiller Maintenance and HVAC/Boiler System Chemicals

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Siemens Industry, inc.** (hereinafter "Contractor") to supply **Chiller Maintenance and HVAC/Boiler System Chemicals** to the County pursuant to County Bid number **11-0404** (hereinafter "Bid"), addenda nos. N/A opening dated March 23, 2011 and Contractor's March 22, 2011 Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments:

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 05/01/2011 through 04/30/2012 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Serena Rogers
Contracting Officer

Date: April 27, 2011

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473

Rogers, Sandra

From: Dykeman, Tara [tara.dykeman@siemens.com]
Sent: Tuesday, March 29, 2011 2:49 PM
To: Rogers, Sandra
Cc: Peters, Anthony; Black, Gregory; Glessner, Donald
Subject: RE: ITB 11-0404

Good Afternoon Sandra,

Items 1-3 listed below are all included in the previously submitted bid package from Siemens. The cost will not increase with regard to the line items below.

Please don't hesitate to contact me should you need further information.

Thank you,
Tara Dykeman
Service Account Engineer
Cell Phone 407-467-0623
Fax 866-741-3704

From: Rogers, Sandra [mailto:srogers@lakecountyfl.gov]
Sent: Tuesday, March 29, 2011 2:44 PM
To: Dykeman, Tara
Cc: Peters, Anthony; Black, Gregory; Glessner, Donald
Subject: RE: ITB 11-0404

Good afternoon Tara. Thanks for taking the time to talk to me earlier today.

I would like to request an email from Siemens stating that the below will be included in the ITB and the cost that was submitted to us will not increase.

1. The Contractor shall supply their own chemical controllers and sensors at no cost to the County.
2. The Contractor is responsible for all costs associated with any changes they make to the chemical system piping.
3. The 1975 Central Energy Plant was not visited during the walk-through. The boilers have a closed loop system and need to be checked every three months with no additional costs to the County.

This email will be used as supporting documentation to the contract.

If you have any questions please contact me at the number below.

Thank you,
Sandra
(352) 343-9832



INVITATION TO BID (ITB)

Chiller Maintenance and HVAC/Boiler System Chemicals

ITB Number: 11-0404 Contracting Officer: Sandra Rogers
 Bid Due Date: March 16, 2011 Pre-Bid Conf. Date: See Section 1.4
 Bid Due Time: 3:00 P.M. ITB Issue Date: February 16, 2011

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	Section 1.17
Indemnification/Insurance:	Section 1.8
Mandatory Pre-Bid Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Siemens Industry Inc Phone Number: 407-571-1900
 E-mail Address: gregory.black@siemens.com Contact Person: Greg Black

Section 1.1: Purpose

The purpose of this solicitation is to establish a service contract for Chiller Maintenance & HVAC/Boiler System Chemicals in conjunction with the County's needs. The contractor shall furnish/supply all labor, materials, equipment, supervision and complete mechanical maintenance service including both corrective and preventative maintenance, emergency service and replacement of worn or defective parts and devices for all air conditioning and/or chiller units at various locations during the contract period. Permits and licenses for chemicals are required by regulatory agencies in compliance with the Florida Building Codes, EPA, and OSHA.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832
Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference / Site Visits (Mandatory)

A mandatory pre-bid conference will be held on March 1, 2011 at 9:00 AM at Lake County's Central Energy Plant, 445 W. Alfred Street, Tavares, FL, then traveling to all locations to discuss the special conditions and specifications included within this solicitation. It is mandatory that a representative of the firm attend in order to qualify to submit an offer in response to this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

IMPORTANT NOTE: If a mandatory walk-thru is also being held in conjunction with this conference, it will be necessary for the vendor to attend both the walk-thru and the conference in order to qualify to submit an offer in response to this solicitation.

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Three (3) Additional One (1) Year period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for three (3) additional one (1) year period(s). The vendor shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that request the service through purchase order. The invoices shall reflect the type of services provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor

must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
 Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor’s specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
 FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
 P.O. BOX 7800
 TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor’s requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery Requirements

See Section 2, Statement of Work.

Section 1.11: Acceptance of Goods or Services

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) working days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) working days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County will terminate the contract for default.

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said

warranty and do not limit any right afforded to the County by any other provision of this solicitation. The vendor shall be responsible for notifying the contract administrator of any warranties or guarantees, and the terms contained therein covering replacement components.

All materials, labor and workmanship for replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of completion and acceptance.

The vendor is required to expressly warrant that all items are new and free from defects, warranted from their merchantability and meet the performance specifications of the original equipment.

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a

private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

One (1) signed original bids and one (1) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)."
Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.

- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Additional Facilities may be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.15: Business Hours of Operations

No work shall be done on Saturday, Sunday or County Holidays. All normal service work under this agreement is to be performed during regular working hours between 8:00 A.M. and 5:00 P.M. Monday thru Friday; except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative in writing. No overtime work shall be started without prior written approval of the immediate project manager or his/her designated representative.

Section 1.16: Emergency Service

The vendor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within six (6) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within twenty-four (24) hours after notification by the County.

An immediate assessment of the problem encountered must be communicated to the authorized representative of the County within 1/2 hour of arrival at site. If an immediate repair is not possible, an accurate projection of expected completion time must be relayed to the authorized County representative.

In the event the repairs take more than twenty-four (24) hours to complete, a daily progress report by the successful bidder will be required. Status calls should be made to the agency contact and an expected completion time refined at each report.

If the job completion extends beyond ninety-six (96) hours without the department's approval, the County reserves the right to discharge the successful bidder and secure three (3) competitive quotes awarding the job to another vendor.

Section 1.17: Certificate of Competency/Licensure, Permits, and Fees

In order to be considered as a responsible bidder for the scope of work set forth in Section 3 of this document, the bidder shall possess one of the following licenses (including any specified State registration, if applicable) at the time of bid submittal. Any certificate of competency that meets or exceeds or can legally do the scope of work specified will be considered responsible.

MECHANICAL CONTRACTOR

(Must be State registered)

OR

CLASS "A" AIR CONDITIONING CONTRACTOR

(Must be State registered)

Any work performed not within the scope of the above contract must be performed by a licensed contractor.

Section 1.18: Code Requirements

The contractor and his subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractors shall be responsible for any required permits, including all cost associated, and for all required inspections.

Section 1.19: Clean-Up

The vendor shall be responsible to maintain a clean work site, to remove debris, and to dispose of it properly at the vendor's expense. Vendor will be responsible for disposal of hazardous waste materials that may be a result of maintenance or repair work performed at vendor's expense. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.20: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.21: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.22: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

SCOPE OF SERVICES

CHILLER/BOILER MAINTENANCE, ANALYSIS, AND WATER TREATMENT

1. GENERAL

- A. All services are to be coordinated with Norm Hurlburt, Energy Management Supervisor, (352) 267-9521
- B. Any replacement part(s) or materials required with a cost of two-hundred dollars (\$200.00) or more shall have the prior approval from the Energy Management Supervisor before proceeding.
- C. In the event the contractor discovers a unit requiring major repair during maintenance, the contractor shall promptly notify the Energy Management Supervisor. Only repair work authorized by the County shall be performed by the contractor, with the exception of minor repairs as described above.
- D. The Contractor agrees to provide the County with a written estimate when requested prior to any work performed. The estimate shall be based on the requirements of labor hours, parts and materials, etc., for a specific repair job. Estimates shall be broken down by hours per repair person and a separate price for each part and materials. Date and time of completion of repairs (if approved) shall be included. Lump sum estimates shall not be accepted.
- E. The County will not pay for travel time.
- F. All work shall be performed in accordance with National Electrical Code.
- G. Contractors should be aware of the highly corrosive effects of hydrogen sulfide that may be present at some locations. The Contractor shall provide corrosion resistant protective coatings where needed on equipment as part of any repairs or maintenance when requested. Any such repairs or recommendations shall be recorded on the maintenance records.
- H. The Contractor shall be responsible for all costs for repairs due to failure to provide preventative maintenance.

2. EQUIPMENT AND LOCATION

➤ **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**

- 1. **Chiller #1** McQuay centrifugal chiller
Model: PEH100 SN: 5WA0101800
- 2. **Chiller #2** McQuay centrifugal chiller
Model: PEH087 SN: 5WA0101900
- 3. **Chiller #3** McQuay centrifugal chiller
Model: PEH100 SN: 5zk81046-00

➤ **Location: 2009 Central Energy Plant - 445 W. Alfred St., Tavares, FL**

4. **Chiller #4** Trane centrifugal chiller
Model: CVHE 500 SN: L08J 04435
5. **Chiller #5** Trane centrifugal chiller
Model: CVHF 570 SN: L08J04436
6. **Chiller #6** Trane centrifugal chiller
Model: CVHF 570 SN: L08J 04415
7. **Chiller #7** Trane centrifugal chiller
Model: CVHF 570 SN: L08J 04425

➤ **Location: Cagan's Crossing Library – 16729 Cagan Oaks Clermont, FL**

8. **Chiller #8** Carrier centrifugal chiller
Model: 30RBA0706180C—C SN: 1407Q83271
9. **Chiller #9** Carrier centrifugal chiller
Model: 30RBA0706180C—C SN: 1407Q83272

➤ **Location: Umatilla Health Clinic – 249 Collins Ave., Umatilla, FL**

10. **Chiller #10** Carrier centrifugal chiller
Model: 30RAN055J SN: 3807Q03697

3. SERVICES TO BE PROVIDED

(Chillers 1-10)

A. Service Check - The Contractor shall perform a service check on all chillers a minimum of once every 90 days. At each service check a chiller log shall be provided to the Energy Management Supervisor. The following items shall be checked:

- Oil heaters
- Superheat
- Oil levels
- Oil pressures
- Refrigerant pressures
- Voltage and amps
- Wire connections
- Water temps
- Freon leaks
- Purge operation (if applicable)
- Linkages

4. SERVICES TO BE PROVIDED – To be completed within 30 days in January

(Chillers 1-7)

B. Condenser Tube Cleaning

- Furnish condenser head gaskets.
- Mechanically clean tubes.
- Inspect condenser heads and tubes for corrosion.
- Report condition of condenser heads to the Energy Management Supervisor.

C. Comprehensive Annual Inspection**1) Lube System:**

- Megger oil pump motor and record readings
- Measure and record oil pump voltage and amperage.
- Inspect the starter for sign of overheating, arcing, burns, etc.
- Verify operation of oil cooling system.
- Tighten terminal connections on the oil pump motor.
- Verify operation of the oil heater.
- Change the compressor filter.
- Change the compressor oil if needed.

2) Motor and Starter:

- Clean starter cabinet.
- Inspect starter and starter components for signs of discoloration, burns, moisture, etc.
- Inspect wires for discoloration and burns.
- Test accuracy of motor current (amp meter).
- Test tightness of terminal connections.
- Megger motor at the starter terminals.
- Measure operations voltage.

3) Controls and Safeties:

- Inspect the control panel for cleanliness, control air leaks, etc.
- Inspect wiring and connections for signs of overheating, burns, etc.
- Verify operation of the vane control system; free and smooth operation.
- Report accuracy of all gauges and thermometers (use masters), calibrate sensors.
- Verify working condition of all indicator and alarm lights.
- Verify operation of start, stop and anti-recycle timers.
- Test all flow switch cutouts (cw, chw).
- Verify operation of oil temperature and pressure controllers.
- Test high-oil temperature switch.
- Test high-compressor discharge switch.
- Test high-suction temperature switch.
- Test high-discharge temperature switch.
- Test low-suction pressure switch.
- Verify operation of automatic and manual capacity control.
- Test the operation of all pump auxiliary contacts (chw, cw, oil, etc.)

4) Compressor and Vessels:

- Check for leaks.
- Check refrigerant charge.
- Replace filter/dryer in motor cooling line.
- Test the security of mounting points; tighten all major points.
- Record refrigerant level.
- Review machine operation with operator.
- Log machine at departure.

- Run complete interlocking circuit where possible.
- Report machine condition and repair requirements (if any).

D. Spectrochemical Oil Analysis

1) Sampling Procedure:

- Run machine to circulate oil in pump.
- Oil should be warm, not hot, from operation so as to obtain a representative sample.
- Sample will be taken at a petcock installed on the oil line before the filter.
- Provide an appropriate and clean container for the sample.
- Provide a label indicating:
 - Machine manufacturer
 - Model
 - Oil type
 - Run hours
 - Elapsed time since last sampling.

2) Analysis and Report:

- Provide laboratory analysis to identify twenty metallic elements which are measured by a direct reading spectrometer.

3) Additional Tasks and Special Instructions:

- Identify water content which will be reported in ppm detectable to less than one ppm.
- Measure the viscosity of the sample at 40 degrees centigrade and report in centistokes.
- Measure total acid number and report.
- Provide a written report of all conditions and content to include:
 - Unit and oil condition (normal, abnormal, critical).
 - Suitability of oil for continued use.
 - Recommendation for corrective action.
 - Answers to specific questions submitted with the sample.

5. SERVICES TO BE PROVIDED – To be completed within 30 days in January (Chillers 8-10)

E. Services

- Clean condenser coils
- Check all condenser fans
- Check superheat
- Check refrigerant pressures
- Check for refrigerant leaks
- Check voltage and amp draw
- Check electrical connections for tightness and signs of overheating
- Check temperature sensors
- Check all safeties

6. SERVICES TO BE PROVIDED – To be completed within 30 days in January
(2 Chillers to be chosen by Lake County Energy Management)

F. Centrifugal Chiller Vibration - Service "F" To Be Done To Two Chillers per Year. One chiller at each of the 1990 and 2009 Central Energy Plants. Serviced Chiller to Be Determined By Lake County Energy Management
To be completed within 30 days in January

1) Preparation:

- The equipment will be running under load at the time of the analysis.
- Contractor will provide a PC compatible microprocessor based collector and field analyzer.
- The data collector will be capable of instantaneous graphic/numerical read-out of vibration signature.
- Contractor will provide a qualified technician for data collection.
- The technician will install non-invasive monitoring reference points prior to starting the analysis.
- Setup data collector parameters based on machine specific frequency/amplitude ranges and alarm levels.

2) Data Collection:

- Monitor and record operating current and full load amperage.
- Determine running load as a percentage of design load.
- Collect vibration signatures at horizontal, vertical and axial machine locations to capture appropriate spectral components for specific chiller configuration.

3) Data Analysis of Results:

- Compare machine vibration signature to model-specific failure norms to detect motor/electrical, mechanical and hydraulic conditions and defects.

4) Additional Tasks and Special Instructions:

- Compare current data to prior diagnostic vibration samples to determine wear/failure trends, if samples are available.

5) Report Phase:

- Report imminent failure condition to owner verbally at time located.
- A written report of results and recommendations will be provided to the Energy Management Supervisor.
- The written report will be available within ten (10) days and will include:
 - Written description of analysis procedures used to take readings.
 - Classifications of severity based on scale for centrifugal chillers.
 - Chiller identification data.
 - Vibration data for type of system, amplitude orientation and severity.
 - Analysis/results of specific findings based on chiller vibration analysis.

- Recommendations to include any specific actions warranted by the analysis.
- Chiller measurement diagram showing diagnostic frequencies and measurement points.
- Spectral plots indicating frequency, magnitude and identification of spectral peaks above threshold.

G. Eddy Current Tube Analysis Service "G" To Be Done To Two Chillers Per Year. One chiller at each of the 1990 and 2009 Central Energy Plants. Serviced Chiller to Be Determined By Lake County Energy Management

To be completed within 30 days in January

1) Preparation:

- Contractor will provide a qualified technician for data collection.
- Analysis will be performed only after the tubes have been sufficiently cleaned to industry standards.

2) Report Phase:

- Report imminent failure conditions to owner verbally at time located.
- A written report of results and recommendations will be provided to Lake County.
- The written report will be available within ten (10) days and will include:
 - Written description of analysis procedures used to take readings.
 - Classifications of severity based on scale for centrifugal chillers.
 - Chiller identification data.
 - Parameters tested and results.
 - Corrosion and severity.
 - Pitting and severity.
 - Freeze bulges - charts and diagrams.
 - Leaks - charts and diagrams.
 - Recommendation to include any specific actions warranted by the analysis.

7. CHEMICAL SERVICE FOR HVAC/BOILER SYSTEMS shall include all of the chiller systems listed above, as well as, the central boiler systems located at the 1975, 1990, and 2009 Central Energy Plants.

H. SERVICES TO BE PROVIDED MONTHLY

- Provide chemical treatment inhibitors for all chilled water and heating hot water circulating closed loop systems.
- Cooling tower water treatment system.
- Provide cooling water treatments for scale, corrosion and algae.
- Provide corrosion test coupons for steel and copper to fit existing coupon rack.
- Provide consulting and testing services for all water treatment on a routine basis as needed and at least once a month.

8. SUBMITTALS To be provided with bid

- A. The Contractor shall provide a statement of understanding of the project scope and intent.
- B. The Contractor shall provide company background and experience credentials for projects of similar size and scope with their bid.
- C. The Contractor shall provide a copy of the completed pricing section.
- D. The Contractor shall provide verification of proper licensing as specified in the ITB portion "*Section 1: Certificate of Competency/Licensure, Permits, and Fees*". All technicians must be certified by the E.P.A.
- E. The Contractor shall provide a reference list of a minimum of three (3) current customers including name of contact, phone, and address, comparable in size and scope, that the vendor has recently supplied services on a continuous basis over the previous thirty-six (36) month period.
- F. The Contractor shall include with their bid the names, years of experience and any certifications of employees that will perform work on County equipment as part of this contract. Certificates of factory training for chillers will be required. To be awarded the contract, the Contractor will be required to have a minimum of two (2) regular full-time employees with factory certifications to work on the chillers specified in this bid document.

9. CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in this ITB. The Contractor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of its own manufacture.

- A. Provide competent supervision and competent workers.
- B. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of its fault or negligence.
- C. All Contractor's personnel must wear uniforms with vendor's company name.
- D. All refrigerants will be handled in accordance with the E.P.A. Stratospheric Ozone Protection Clean Air Act, Section 608.
- E. The Contractor shall provide all equipment necessary to recover and recycle refrigerants, cylinders, etc., in accordance with the Clean Air Act. The Contractor shall comply with E.P.A. standards and procedures for handling CFCs and HCFCs.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

- the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
 - C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
 - D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
 - H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any

item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, bid responses will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to any solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Any award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract

will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.137 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees

or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the

vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: CHILLER MAINTENANCE AND HVAC/BOILER SYSTEM CHEMICALS

NOTES:

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this ITB:
Addendum #1, Dated: <u>March 14, 2011</u>
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this ITB.

PRICING SECTION

Chiller maintenance and analysis to include all travel, labor and material expenses per the preceding specifications.

Item No.	Item Description	Unit	Qty	Unit Price	Extended Price
1	Section 3 – Service “A” Service Checks for ten (10) Chillers – Once every 90 days	JOB	10	\$567	\$5670
2	Section 4 - Services “B” thru “D” for Chillers 1-7 once every twelve (12) months (January).	JOB	7	\$1065	\$7455
3	Section 5 – Services “E” for Chillers 8-10 once every twelve (12) months (January)	JOB	3	\$608	\$1824
4	Section 6 - Services “F” & “G” for two (2) Chillers every twelve (12) months at the 1990 and 2009 Central Energy Plants. Chillers to be determined by the Energy Management Supervisor	JOB	2	\$1079	\$2158
5	Hourly rate for emergency response / repair as defined in Section 1.16.	HR.	10	\$90	\$900

Chemical services for HVAC systems provided on a monthly basis, per the preceding specifications.

1	All chillers and boiler systems listed in the ITB	MO.	12	\$998	\$11976
2	Hourly rate for emergency service as defined in Section 1.16	HR.	10	included in above	
TOTAL AMOUNT					\$29,983

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 11-0404

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County’s VISA- based electronic payment system: Yes No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

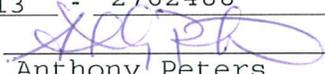
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: Siemens Industry Inc
 Street Address: 4122 Metric Drive, Suite 100 Winter Park, FL 32792
 Mailing Address (if different): _____
 Telephone No.: 407-571-1900 Fax No.: 407-571-1880 E-mail: anthony.peters@siemens.com
 FEIN No. 13 - 2762488 Prompt Payment Terms: _____ % _____ days, net _____
 Signature:  Date: 3-22-2011
 Print Name: Anthony Peters Title: Branch Manager

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

- Sole vendor Pre-qualified pool vendor based on price
- Pre-qualified pool vendor (spot bid) Primary vendor for items: _____
- Secondary vendor for items: _____ Other status: _____

Signature of authorized County official: _____ Date: _____

Printed name: _____ Title: _____

Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

Agency	Holyland Experience
Address	4655 Vineland Road
City,State,ZIP	Orlando, FL 32811
Contact Person	Rick Blanchard
Telephone	407-947-3254
Date(s) of Service	ongoing
Type of Service	HVAC and chiller maintenance and repairs
Comments:	

Agency	Lake Sumter Community College
Address	9501 Us Highway 441
City,State,ZIP	Leesburg, FL 34788
Contact Person	Don Ball
Telephone	352-365-3532
Date(s) of Service	ongoing
Type of Service	chiller, cooling tower, and pump maintenance
Comments:	

Agency	Osceola Regional Medical Center
Address	700 W. Oak Street
City,State,ZIP	Kissimmee, FL 34741
Contact Person	David O'Neil
Telephone	407-518-3578
Date(s) of Service	ongoing
Type of Service	chiller, cooling tower and pump maintenance
Comments:	



LAKE COUNTY

FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: March 14, 2011

RFP No. 11-0404

ITB/RFP Title: Chiller Maintenance and HVAC/Boiler System Chemicals

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum X does ___ does not change the date for receipt of bids or proposals.

Bid Opening Date has changed from ~~Wednesday, March 16, 2011 at 3:00 pm~~ to **Wednesday, March 23, 2011 at 3:00 pm.**

Questions/Answers:

Question 1 - SECTION 2 6. SERVICES TO BE PROVIDED F TO CONFIRM OUR VIBRATION TESTING WILL BE NON INVASIVE USING MAGNETIC PICKUP TYPE REFERENCE POINTS AND THAT THIS IS ACCEPTABLE, PRIOR TO STARTING THE ANALYSIS.

Answer 1 – Yes, as standard procedure.

Question 2 - SECTION 2 6. SERVICES TO BE PROVIDED F. DATA ANALYSIS OF RESULTS: WHAT IS THE NORMAL VIBRATION SIGNATURE AND WHAT IS IT COMPARED TO?

Answer 2 – As compared to similar chiller units.

Question 3 - SECTION 2 6. SERVICES TO BE PROVIDED F. ADDITIONAL TASKS AND SPECIAL INSTRUCTIONS: TO CONFIRM IF PRIOR SAMPLES ARE AVAILABLE? FOR A COMPARISON TREND REPORT TO BE DOCUMENTED AS DESCRIBED IN THE BID DOCUMENTS.

Answer 3 – Yes, reports are available. Vibrations tests are normal except for McQuay Chiller 1. The County intends to make repairs to that this calendar year.

Question 4: I will need the model number off each vessel of the McQuay units in order to get the tube count and provide a quote.

Answer 4: Chiller at Umatilla Health and Cagans Library tubes are not required an eddy current and do not require a vibration test. We do not do anything to the Evaporators on any chillers, just the condenser tubes. The

model and serial numbers for the McQuay chillers are as follows.

Chiller 1 model number C301645YY2La	serial number 5WA0008400
Chiller 2 model C301645YY2PA	serial 5WA0008100
Chiller 3 model C361625YY2RA	serial 5ZK0022700

Firm Name: Siemens Industry Inc Date: March 17, 2011

Signature:  Title: Branch Manager

Typed/Printed Name: Anthony Peters