

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT**

Invitation to Bid (B) (Non-CCNA) Construction

Solicitation No.:	ITB160439/AB		
Solicitation Name	Ortiz Correctional Center & Lakes Library Chiller Replacement		
Open Date/Time:	9/7/2016	Time:	2:30 PM
Location:	Lee County Procurement Mgmt 1500 Monroe St 4th Floor Ft Myers FL 33901		
Procurement Contact:	Adam Brooke	Title	Procurement Analyst
Phone:	(239) 533-8881	Email:	Abrooke@leegov.com
Requesting Dept.	Facilities Construction & Management		
Pre-Solicitation Meeting for the Ortiz Correctional Center:			
Type:	Mandatory		
Date/Time:	8/24/2016 9:00 AM		
Location:	Ortiz Correctional Center located at 2501 Ortiz Ave, Fort Myers, FL 33916		
Pre-Solicitation Meeting for the Lakes Library:			
Type:	Mandatory		
Date/Time:	8/24/2016 11:00 PM		
Location:	Lakes Regional Library located at 15290 Bass Rd, Fort Myers, FL 33919		

All solicitation documents are available for download at
www.leegov.com/procurement

Notice to Contractor / Vendor

ITB#160439/AB Ortiz Correctional Center & Lakes Library Chiller Replacement

Invitation to Bid (ITB)

Lee County, Fort Myers, Florida, is requesting bid from qualified individuals/firms for

ITB#160439/AB Ortiz Correctional Center & Lakes Library Chiller Replacement

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Wednesday, September 7, 2016

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive proposal(s), and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this solicitation is available from www.leegov.com/procurement

Proposers who obtain scope of services from sources other than www.LeeGov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.LeeGov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A MANDATORY Pre-Bid Conference has been scheduled for the following time and location

9:00 AM August 24, 2016 Ortiz Correctional Center located at 2501 Ortiz Ave, Fort Myers, FL 33916 and at 11:00 PM August 24, 2016 at Lakes Regional Library located at 15290 Bass Rd, Fort Myers, FL 33919 for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Adam Brooke, Abrooke@LeeGov.com

Sincerely,



Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.LeeGov.Com/Procurement is the County's official posting site

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Bid", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation.

1. **SUBMISSION OF BID:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information: *(Sealed Proposal Form (Required) is attached for your use)*
 1. Marked with the words "Sealed Bid"
 2. Name of the firm submitting the bid
 3. Title of the bid
 4. Bid number
- b. The Bid package must be submitted as follows:
 1. Submission should consist of the Lee County forms completed and signed (wet signature), and where applicable, corporate and/or notary seals attached.
 2. Bid Security/Bond(s), if applicable
 3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements
 4. Warranties and guarantees against defective materials and workmanship.
 5. Two (2) hard copies. Mark each: one "original", one "Copy"
 6. One (1) electronic CD ROM or flash drive sets of the proposal submittal
 - i. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - ii. Limit the color and number of images to avoid unmanageable file sizes.
 - iii. Use a rewritable CD and **do not lock files.**
 - iv. If a cost/bid schedule was provided in Microsoft excel format, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive
- c. **FAILURE TO SUBMIT REQUIRED OR REQUESTED INFORMATION MAY RESULT IN THE BIDDER BEING FOUND NON-RESPONSIVE.**
- d. **BIDS RECEIVED LATE:** It is the bidder's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **ADDENDUM(S):** Each proposer/vendor shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any **inquiries, suggestions or requests concerning interpretation, clarification or additional information** pertaining to the solicitation shall be made in writing, submitted and received at least **eight (8) calendar days prior to the date when proposals/bids are due**. Request(s) for **"approved alternate(s)" shall be made in writing, submitted and received at least ten (10) calendar days prior to the date when proposals/bids are due unless otherwise stated in the detailed technical specifications**. Responses will be done in the form of an Addendum posted on www.leegov.com/procurement. It is the proposer/vendor's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management.
- f. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- h. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the bidder in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.

2. **BIDDER EXAMINATION/INVESTIGATION OF SITE**

Before submitting bids, BIDDER must carefully examine the site of the proposed work and make all necessary investigations to inform itself thoroughly as to all difficulties involved in the completion of all work required pursuant to the requirements of this bid package. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful BIDDER to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

Reference is made to the Supplemental Information for the identification of those reports of investigation and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the County and/or its Consultant in preparing the Drawings and Specifications. COUNTY will make copies of such reports available to any BIDDER requesting them. These reports are not guaranteed as to their accuracy or completeness. Before submitting its Bid, each BIDDER will at its own expense, make such additional investigations and tests as the BIDDER may deem necessary.

BIDDER shall not be entitled to compensation beyond its bid price when required to incur expenses because of tolls, weight limits of trucks, access to the site, permanent or temporary power at the job site, delivery of materials, temporary utilities, or compliance with OSHA requirements when examination and/or investigation of the site conditions and access routes would have revealed the extra expense involved. The above list is intended to be illustrative and not all-inclusive.

3. **PREPARATION OF BID**

Each BIDDER shall submit the completed Proposal/Quote Form and indicate the total lump-sum, or total unit price base bid and any total price(s) of any alternative(s) requested as part of the bid solicitation. BIDDER must furnish all requested information in the space provided in the Proposal/Quote Form. The BIDDER is solely responsible for reading and completely understanding the requirements and the specifications of the items bid.

- a. If the Bidder has downloaded the bid documents and bid schedule (excel document) if applicable, from the WWW.LEEGOV.COM/PROCUREMENT website you need to do the following:
 - Complete the Bid Schedule excel sheet(s)
 - Print a paper copy of the completed Bid Schedule
 - Copy the completed Bid Schedule excel sheet(s) to a CD ROM
 - Submit both the completed paper copy and CD ROM Bid Schedule with the bid in the bid envelope at submission.

Signatures shall be required as follows:

- a. Bids by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by written evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and State of Incorporation must be shown below the signature. Non-resident corporations shall furnish to the COUNTY a duly certified copy of all required authorizations to transact business in the State of Florida along with the bid proposal.
- b. Bids by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- c. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.
- d. All names must be typed or printed below the signature.
- e. The COUNTY will only consider bids meeting the exact specifications and requirements of the Bidding Documents.
- f. Bid errors shall be handled as follows:
 - Where bids have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the BIDDER.
 - In the case of unit price bids, if an error occurs in the extension of an item, the unit price will prevail.
 - Any blank spaces on the Quote/Proposal Form, qualifying notes, exceptions, counter offers, lack of required submittals, signatures or failure to submit a bid on the County's form may cause BIDDER to be declared non-responsive.
 - Where required by the bid package, BIDDERS must submit (with their bid proposal) cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered.
 - The BIDDER shall comply with the Florida Sales and Use Tax Law as it may apply to this Contract. The Bid amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful BIDDER and/or its Sub-contractors or material suppliers.

4. **ACCEPTANCE**

The materials and/or services delivered under the bid **shall** remain the property of the Vendor until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

5. **SUBSTITUTIONS (Approved Alternate)**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to submit a request for an approved alternate to the product specified. **Submission for approved alternates must contain necessary information to show minimum specifications have been met and be received no later than 10 calendar days prior to the opening of the solicitation unless stated otherwise in the detailed technical specifications.** Lee County **shall** be the sole judge as to whether a product being offered by the bidder is actually an approved alternate to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

6. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested

to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

7. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use for a minimum of one year from the final completion.

8. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a bid attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the bidder to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The “Notice of Intent to File a Protest” document must state all grounds claimed for the Protest, and clearly indicate it as the “Notice of Intent to File a Protest”. Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The “Notice of Intent to File a Protest” shall be received (“stamped in”) by the Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed.

Any contractor/vendor/firm submitting the County’s standard bond form (CMO: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed “Notice of Intent to File a Protest”, the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six hours of the action giving rise to the contractor/vendor/firm’s Protest, or as soon as may be practicable for all parties. The “Notice of Intent to File a Protest” shall serve as the grounds for the affected party’s presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may

make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide an opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, sub-contractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the bidder to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on bid materials, as may apply to this procurement.

14. **MISCELLANEOUS**
ORDER OF PRECEDENCE:

- a) If a conflict exists between the General Conditions and the technical/detailed specifications, then the technical/detailed specifications shall prevail. If a conflict exists between the technical/detailed specifications and the special conditions, then the special conditions shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any bid and a part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this bid from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this bid, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this bid from DBE's to fulfill the County's stated policy toward DBE's.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each sub-contractor. The vendor will take such actions with respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more bids/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the bid response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this bid may be terminated by either party giving thirty calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal bid/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a bid/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this

project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

25. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

26. **CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

27. **AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

28. **SUB-CONTRACTORS**

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

29. **AGREEMENTS/CONTRACTS**

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

30. **LOCAL BIDDER'S PREFERENCE**

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

“Local Contractor / Vendor” shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

31. **BID SECURITY AND FORFEITURE (Bond) (Construction)**

The BIDDER shall submit not less than **5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Security is to be submitted to the COUNTY.

The following types of Bid Security are acceptable:

- A Certified Check or a Cashier’s Check, in the stated dollar amount of not less than **5% of proposed dollar amount**. Any Certified Checks or Cashier Checks submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
- A Bid Bond may be submitted on Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than **5% of proposed dollar amount** (including Alternate(s) if applicable) shall accompany each Bid. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.
- Personal checks are not acceptable to Lee County as Bid Security.

The Bid Security of the Bidder will be retained until Bidder has executed the contract, whereupon the Bid Security may be returned. The Bid Security of other Bidders whom the COUNTY believes to have a reasonable chance of receiving the award may be retained by the COUNTY until the effective date of the Agreement, whereupon Bid Securities furnished by such Bidders may be returned.

If within seven calendar days after notification by Lee County of the COUNTY’S approval to award a contract, the successful BIDDER refuses or otherwise neglects to execute the required written contract, fails to furnish the required Public Payment and Performance Bond, or fails to submit the required Certificate of Insurance, then the COUNTY may annul the Notice of Award. The amount of the BIDDER’S bid security shall be forfeited and may be retained by Lee County.

No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for recover of its bid security or as a defense to any action based upon its neglect or refusal to execute a written Contract.

32. **PUBLIC PAYMENT AND PERFORMANCE BOND (Construction)**

If required, in accordance with F.S. 255.05 and Lee County Ordinance 95-12-102, a Public Payment and Performance Bond provided issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful BIDDER. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the COUNTY from lawsuits for non-payment of debts incurred during the successful BIDDER’S performance under such Contract.

A public Payment and Performance Bond must be properly executed, by the Surety Company and successful BIDDER, and recorded with the Lee County Clerk of Court, within seven calendar days after notification by Lee

County of the COUNTY'S approval to award the Contract. Only the form provided with the contract documents may be accepted.

A Clean Irrevocable Letter of Credit or Cash Bonds may be accepted by the COUNTY in lieu of the Public Payment and Performance Bond. Only the provided form with the contract documents will be accepted.

33. **QUALIFICATIONS OF SURETY COMPANIES**

In order to be acceptable to the COUNTY, a Surety Company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

34. **EXECUTION OF WRITTEN CONTRACT**

Within seven calendar days of notice of award, the successful BIDDER will be required to sign a written Agreement form which is written evidence of the Agreement as a result of the award made by the COUNTY to the successful BIDDER.

The COUNTY will issue a "Notice to Proceed" on the project within fifteen calendar days of the effective date of the Agreement as shown in the Construction Contract.

35. **LIQUIDATED DAMAGES (CONSTRUCTION)**

BIDDER hereby agrees, if this proposal is accepted, to commence Work under this Project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all Work on the Project within the Contract Time stipulated. BIDDER further agrees to pay the determined dollar amount in liquidated damages for each consecutive calendar day beyond final completion the Work is delayed.

- a. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD):
 - i. Liquidated damages will be based on the entire project amount per calendar day using the table below:

Estimated Project Cost Over	Estimated Project Cost But Less than	Daily Charge Per Calendar Day
\$0.00	\$50,000.00	\$645.00
\$50,000.00	\$250,000.00	\$760.00
\$250,000.00	\$500,000.00	\$970.00
\$500,000.00	\$2,500,000.00	\$1,500.00
\$2,500,000.00	\$5,000,000.00	\$2,400.00
\$5,000,000.00	\$10,000,000.00	\$3,300.00
\$10,000,000.00	\$15,000,000.00	\$4,600.00
\$15,000,000.00	\$20,000,000.00	\$4,300.00
\$20,000,000.00 over		\$5,700.00 plus .00005

Or

- ii. **Liquidated Damages amount to be based on the following formula: Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD).**

The CONTRACTOR shall be liable to the COUNTY for per diem liquidated damages in the amount of \$TBD, for each day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

36. **DIRECT PURCHASE**

- i. The COUNTY reserves the right, at the COUNTY's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any in accordance with Florida Statute 212.08(6) and Florida Department of Revenue Rule 12A-1.094. The selected contractor/vendor, and all subcontractors, if any, shall comply with the COUNTY's direct purchase procedures, including but not limited to those listed below.

- ii. Within 15 days of the posted date of the Notice of Bid Action, the selected contractor/vendor shall submit a list of potential Direct Purchase items for the COUNTY's consideration. The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for Direct Purchases. The parties acknowledge that COUNTY may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.
- iii. Along with the list, the contractor/vendor shall also include the price quotes from the suppliers from the bid, including any terms and conditions negotiated with the suppliers. The contractor/vendor is responsible for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the COUNTY determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the COUNTY to the contractor/vendor by the cost to be paid by the COUNTY for the material and/or equipment to be directly purchased by the COUNTY and by the sales tax saved by the COUNTY directly purchasing the material and/or equipment. The contractor/vendor retains all responsibility for an acceptable finished product and is responsible for maintaining the project schedule. The COUNTY's Direct Purchase mechanism to effectuate tax savings in no way effects the obligation of the contractor/vendor to meet all of the terms and conditions and all provisions and technical specifications of the bid and resultant contract document. The Contractor/vendor shall be responsible for insuring all materials and items in his care, custody and control regardless of whether directly purchased by the COUNTY or not. The materials directly purchased by the COUNTY for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.
- iv. The Direct Purchase items selected, and upon request of an order by the contractor/vendor, the Purchasing Department will issue a Direct Purchase order to the contractor/vendor's or subcontractor's source at the price proposed in the subcontractor's or contractor/vendor's bid, less sales tax. The COUNTY reserves the option to issue the Direct Purchase orders to the COUNTY's annual contract vendors or State contract vendors for comparable or lower prices, but will subtract from the contract the price shown on the subcontractor/vendor's or contractor/vendor's bid. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.
- v. It will be the contractor/vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/vendor.
- vi. The contractor/vendor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the bid, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the COUNTY, until such time as the scope of work by the contractor/vendor has been completed and accepted by the COUNTY. The contractor/vendor will be responsible for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The contractor/vendor will coordinate corrective action. Any returns not replaced shall be credited to the COUNTY and acknowledged by a supplement to the direct purchase order and amendment to the contractor/vendor's application for payment. The Contractor/vendor shall not be responsible for warranting the materials and equipment to the COUNTY, however, the contractor/vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the COUNTY. The contractor/vendor shall maintain records of all direct purchases received and incorporated into the work and provide the COUNTY with a monthly accounting.
- vii. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the contractor/vendor will immediately submit to the COUNTY the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the contractor/vendor. The contractor/vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the COUNTY. The contractor/vendor will assist the COUNTY in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

END OF SECTION

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Special Conditions:

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. SHIPPING

- a. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the contractor unless otherwise agreed upon in writing prior to service. It shall be the contractor's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection, and storage of equipment delivered.
- b. All pricing to be F.O.B destination.

2. SPECIFICATIONS/DESCRIPTIONS OF PRODUCT

- b. If any proprietary, trace, brand, or manufacturer's name or part number is used herein in describing the required supply, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude products that equal or exceed the functional capability and quality of the named product. Equivalent products desired to be proposed by BIDDER must be processed as Approved Alternates. Request(s) for Approved Alternate(s) shall be made in writing, submitted and received at least ten (10) calendar days prior to the date when proposals/bids are due unless otherwise stated in the detailed technical specifications. The COUNTY reserves the right to approve or reject any request(s) submitted for Approved Alternate(s). The absence of any such request shall be interpreted as complete acceptance and compliance with the listed product's specifications

3. FLORIDA STATUTE PUBLIC RECORD:

- 3.1 All persons are advised that under Chapter 119, Florida Statute, all responses are deemed a Public Record and are open to public request and scrutiny as provided for in aforementioned statute.
- 3.2 Sealed bids or proposals received by an agency pursuant to Invitations to Bid or Requests for Proposals are exempt until such time as the COUNTY provides Notice of Intended Decision to award or within 30 days after the bids, proposals, or final replies are received; whichever is earlier.
- 3.3 If the COUNTY rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the COUNTY concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from FL §119.07(1) and §.24(a), Art I of the State Constitution until such time as the COUNTY provides Notice of Intended Decision concerning the reissued competitive solicitation or until the COUNTY withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposal, or replies. Florida State Statutes related to municipal bid exemptions shall always prevail.
- 3.4 Awarded CONTRACTOR(S) are hereby informed of their requirement to comply with FL §119 specifically to: keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service, provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided within statute or as otherwise provided by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 3.5 **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 239-533-5000, 2115 Second Street, Fort Myers, FL 33901.**

**LEE COUNTY, FLORIDA
DETAILED CONSTRUCTION SPECIFICATIONS
FOR
ORTIZ CORRECTIONAL CENTER & LAKES LIBRARY CHILLER REPLACEMENT**

SCOPE

Lee County has issued this Solicitation to secure a qualified, licensed and insured Contractor for the purchase, delivery, and turnkey replacement of two (2) existing air cool chillers at the Ortiz Correctional Center located at 2501 Ortiz Ave, Fort Myers, FL 33916 with Daikin Model AWW014A and replace two (2) existing air cool chillers at the Lakes Library located at 15290 Bass Rd, Fort Myers, FL 33919 with Daikin Model AGZ080E. It is the intent of this Solicitation that all Work shall result in compliance with the specifications documents and all regulatory requirements applicable to such service.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

BASIS OF AWARD

The contract for these services will be awarded to the overall lowest, responsive and responsible bidder (Grand Total) meeting all specification requirements. All qualifiers listed in the contract must be met by vendor and all applicable subcontractors to be considered for the lowest bidder. All supporting documentation should be submitted with the bid package for verification. The County may request additional information for verification. It is the sole discretion of Lee County in determining if all qualifiers have been met. The County reserves the right to award the contract in part or in whole, whichever is in the best interest of the County. The County reserves the right to award each location to separate vendors if in the best interest of the County.

TERM

From Notice to Proceed or Purchase Order date, whichever applies: **120** calendar days to substantial completion, **180** calendar days to final completion per location. Timeframe is inclusive of permitting, order lead time, delivery, removal, installation, site restoration, and receipt of invoice. The COUNTY'S performance and obligation to pay under this contract and any applicable renewal options is contingent upon appropriation of funds.

1. MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, or its Sub-Contractor(s) have sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

1.1 Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

1.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:

1.2.1 Copy of Florida Class A Mechanical License

1.3 References at a minimum, Respondent should provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

DELIVERY REQUIREMENTS

The grand total cost shall include **DELIVERY**, (F.O.B. Ft Myers, FL) of the equipment as directed to Lee County.

PRICING

The grand total cost bid shall include turnkey installation of the units, including the removal and replacement of any reused, additional, or incidental items, to include but not limited to: data wire, actuators, upgrade control box, etc. There will be **NO** change orders allowed or approved under this bid. Contractor shall be responsible for all permits and fees and shall include that in the bid proposal. A crane will be required at each location at the cost of the awarded vendor. The County reserves the right to do a direct material purchase of the chillers if it's deemed in the best interest of the County.

CHILLER SHUT DOWN / STARTUP

At no time during the removal and installation of the chillers shall both units be shut down at the same time in each location. In the event that the shutdown of both units is unavoidable the Contractor shall provide portable A/C units to maintain air-conditioning throughout the building at no additional cost to the County.

LEE COUNTY ORTIZ JAIL CHILLER SPECIFICATION

1.01 SUMMARY

A. Section includes design, performance criteria, refrigerants, controls, and installation requirements for air-cooled rotary screw packaged chillers.

1.02 REFERENCES

A. Comply with applicable Standards/Codes of AHRI 550/590, ANSI/ASHRAE 15, ASHRAE 90.1 current version requirements, and ASME Section VIII.

1.03 SUBMITTALS

A. Submit shop drawings and product data in accordance with specification requirements.

B. Submittals shall include the following:

1. Dimensioned plan and elevation view drawings, required clearances, and location of all field connections,
2. Single line schematic drawing of the field power hookup requirements, indicating all items that are furnished.
3. If field refrigerant piping is required, furnish a single line piping drawing.
4. Schematic diagram of control system indicating points for field connection and fully delineate field and factory wiring.
5. Installation manuals.

1.04 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with the codes and standards specified.

B. Factory Tested: Packaged chiller shall be pressure tested, evacuated, and fully charged with refrigerant and oil, and be functionally run-tested at the factory.

C. Chiller must be manufactured in an ISO certified facility.

D. Factory trained and authorized service personnel shall perform pre-startup checks and startup procedures.

1.05 DELIVERY AND HANDLING

A. Chillers shall be delivered to the job site completely assembled and charged with refrigerant and oil by the manufacturer.

B. Comply with the manufacturer's instructions for rigging and handling.

C. If unit is to be stored, comply with manufacturer instructions for storage.

1.06 WARRANTY

A. Standard Warranty (domestic): The chiller manufacturer warranty shall cover parts and labor costs for the repair or replacement of defects in material or workmanship for the entire unit, for a period of one year from equipment startup or 18 months from shipment, whichever occurs first. Warranty support shall be provided by company direct or factory authorized service permanently located near the jobsite.

B. Extended Unit Warranty: 4 years extended warranty, entire unit, parts and labor.

C. Refrigerant Warranty: 5 years.

1.07 Sustained Operational Performance and Reliability

A. During the first 12 months of operation, the manufacturer shall perform quarterly remote or on-site operating inspections to confirm the chiller's operational performance. Resulting from each inspection, the manufacturer shall provide the owner with a report describing the condition of the equipment and each of its major components, a log of its current operating data, any issues needing to be addressed, and any recommended corrective actions.

PART 2: PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Basis of Design - Daikin Model AWW14, including the standard product features and all special features required per the plans and specifications. No alternates are approved.

2.02 UNIT DESCRIPTION

A. Provide and install as shown on the plans, factory assembled, factory charged with R-134a, air-cooled, rotary-screw compressor packaged chillers in the quantity and size specified. Each chiller shall consist of multiple semi-hermetic screw compressors, direct-expansion evaporator, air-cooled condenser section, control system and all components necessary for protected and controlled unit operation.

2.03 DESIGN REQUIREMENTS

A. General: Provide a complete rotary-screw packaged chiller as specified herein and as shown on the drawings. The unit shall be in accordance with the standards referenced in section 1.02.

B. Performance: Refer to the schedule of performance on the drawings. The chiller shall be capable of stable operation to a minimum of 15 percent of full load without hot gas bypass. The unit shall have factory mounted, low ambient head pressure control providing low ambient start capability to -10°F (-23.3°C) and operation to -20°F (-28.9°C) ambient temperatures.

C. Manufacturer must provide weighted sound power and sound pressure data in decibels per AHRI 370 test data. In addition, A-weighted sound pressure at 30 feet should be provided in 10% increments to identify the full operational noise envelope. Sound power must be provided in 1/8 octave band format to highlight any tonal quality issues. If manufacturer cannot meet the noise levels (per the attached chart), sound attenuation devices and/or barrier walls must be provided and installed by contractor to meet this sound performance level.

Sound Pressure (at 30 feet)									
% Load	63 Hz db	125 Hz db	250 Hz db	500 Hz db	1 kHz db	2 kHz db	4 kHz db	8 kHz db	Overall dBA
100	78	75	71	70	67	60	54	47	71
90	77	74	70	70	66	57	52	45	70
80	76	73	71	67	64	56	51	44	69
70	76	73	69	66	63	56	50	44	68
60	76	72	68	66	62	55	49	43	67
50	75	72	67	65	61	53	48	42	66
40	75	71	65	63	60	52	47	40	65
30	74	70	64	62	58	49	44	38	63
20	72	68	62	60	56	48	43	37	62
10	65	67	65	62	59	52	47	41	64

Sound Power									
% Load	63 Hz db	125 Hz db	250 Hz db	500 Hz db	1 kHz db	2 kHz db	4 kHz db	8 kHz db	Overall dBA
100	105	102	98	97	94	87	81	74	98
90	104	101	97	97	93	84	79	72	97
80	104	100	98	94	91	83	78	71	96
70	103	100	96	93	90	83	77	71	95
60	103	99	95	93	89	82	76	70	94
50	102	99	94	92	88	80	75	69	93
40	102	98	92	90	87	79	74	67	92
30	101	97	91	89	85	76	71	65	90
20	99	95	89	87	83	75	70	64	89
10	92	94	92	89	86	79	74	68	91

1. The unit shall have sound attenuation material wrapped on the entire length of the discharge line.

2.04 CHILLER COMPONENTS

A. Compressor motors: Motors shall be high-torque, two-pole, semi-hermetic, squirrel-cage induction-type with inherent thermal protection on all three phases, and cooled by suction gas. The compressors shall be field serviceable, semi-hermetic, single-rotor screw type with one central helical rotor meshing with two opposing gate rotors. The gate rotor contact element shall be constructed of engineered composite material, dimensionally stable up to 1500°F and wear resistant for extended life. Compressors shall be vibration isolated from the frame by neoprene compression mounts and include an internal discharge compressor muffler. If a twin-screw design is used, the manufacturer shall provide an extended 10-year parts and labor warranty covering all additional moving parts. Each compressor shall be equipped with a suction service shutoff valve. If compressor does not have an internal discharge compressor muffler, additional sound attenuation must be provided. Each compressor shall be equipped with a VFD providing compressor speed control as a function of the cooling load. Each VFD shall provide controlled motor acceleration and deceleration, and shall provide protection for the following conditions: electronic thermal overload, over/under current, stalled motor, input and output phase loss, high load current, and current unbalance. The VFD shall provide a minimum 95% compressor power factor at all load points. Compressors used in VFD controlled units must have electrically insulated, ceramic bearings to mitigate bearing and/or lubricant damage from stray electric current passage. Compressor shall be able to control compression ratio to optimize efficiency at all operating conditions. Units without this protection must have an extended 5-year compressor warranty.

1. The unit controller shall display the following operating messages:

- a. Line voltage not present
- b. Voltage present, starter ready
- c. Motor accelerating
- d. Motor at full speed
- e. Motor at full speed, ramp time expired
- f. Stop command received, motor decelerating
- g. Thermal overload has reached 90% to 99%
- h. Thermal overload at 100%, motor stopped
- i. Thermal overload reduced to 60%, motor can restart
- j. Passcode enabled
- k. Passcode disabled
- l. Thermal overload content in percentage

2. The unit controller shall display the following alarms and faults:

- a. Over Current-Hold
- b. Over Current-Unload
- c. Over Current-Alarm
- d. Overheat-Hold
- e. Overheat-Unload
- f. Overheat-Alarm
- g. Communication Fault
- h. System power not three phase
- i. Phase sequence incorrect
- j. Line frequency less than 25 Hz
- k. Line frequency more than 72 Hz
- l. Excessive current unbalance
- m. Operating parameters lost
- n. No current after “Run” command
- o. Undercurrent trip occurred
- p. Overcurrent trip occurred
- q. Control power too low
- r. Motor stalled during acceleration
- s. External fault

3. The unit controller shall display the following data:

- a. Output Frequency
- b. Output Current
- c. Output Voltage
- d. Output Power
- e. Fault Code

B. Evaporator: The evaporator shall be of the direct expansion type with single pass on the refrigerant and water side for high efficiency counterflow heat transfer and low pressure drops, carbon steel shell, and high efficiency finned copper tubes rolled into steel tube sheets. The evaporator shall be designed, inspected, and stamped in accordance with ASME Section VIII requirements. It shall be mounted and piped in the unit. The evaporator shall have 1.5-inch (38 mm) thick closed-cell polyurethane insulation and an electric resistance immersion heater. This combination shall provide freeze protection down to -20°F (-29°C) ambient air temperature.

- 1. Flow Switch: The evaporator shall be equipped with a factory-mounted and wired thermal dispersion flow sensor.
- 2. Evaporator shall have standard left-hand grooved connections when looking at the unit control panel.

C. Condenser Coil shall be all aluminum alloy microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Each condenser coil shall be factory leak tested with high-pressure air under water.

D. Condenser coils shall include ElectroFin® baked epoxy coating providing 6000+ hour salt spray resistance (ASTM B117-90) applied to both the coil and the coil frames.

1. Condenser fans shall be propeller type arranged for vertical air discharge and individually driven by direct drive fan motors. Fan motors shall be weather protected, three-phase, direct-drive, TEAO, totally enclosed air-over motors with class F insulation or better. **The first fan motor on each circuit shall be equipped with a VFD providing fan speed control as a function of the condenser pressure.** ODP motors are not acceptable. Each fan section shall be partitioned to avoid cross circulation. The fans shall be equipped with a heavy-gauge vinyl-coated fan guard. Condenser fans must be constructed of a single piece, molded composite material to provide low noise levels and protection against corrosion.

E. Refrigerant Circuit: The unit must have refrigerant circuits completely independent of each other with one compressor per circuit; multiple per circuit shall not be acceptable. Each circuit shall include an electronic expansion valve, liquid line shut-off valve, replaceable core filter-drier, sight glass with moisture indicator, and combination discharge check and shutoff valve.

1. Unit shall be equipped with a liquid line solenoid valve.

F. Unit casing and all structural members and rails shall be fabricated of steel and painted to meet ASTM B117 1000-hour salt spray test. The control enclosure and unit panels shall be corrosion resistant painted before assembly.

G. ELECTRICAL PANEL

1. Control Panel: Single-point power connection to disconnect switch with through-the-door handle and with individual circuit breakers. A UL-approved weatherproof electrical panel shall contain the unit control system, control interlock terminals and field-power connection points. Hinged control panel access doors shall be tool-lockable. Barrier panels shall be provided to protect against accidental contact with line voltage when accessing the control system. Fan motors shall have inherent overload protection and compressor motors shall have three-phase motor overload protection. Factory-supplied power components shall include:

- a. Individual contactors and circuit breakers for fan motors,
- b. Circuit breakers and factory-mounted transformers for each control-circuit,
- c. Unit power terminal blocks for connection to remote disconnect switch,
- d. Terminals for power supply to the evaporator heater circuit.
- e. Fan motors shall have inherent overload protection and compressor motors shall have three-phase motor overload protection.

2. The control logic shall be designed to maximize operating efficiency and equipment life with protections for operation under unusual conditions and to provide a history of operating conditions. The system shall intelligently stage the unit to sustain leaving water temperature precision and stability while minimizing compressor cycling.

3. Equipment protection functions controlled by the microprocessor shall include high discharge pressure, loss of refrigerant, loss of water flow, freeze protection, and low refrigerant pressure. User controls shall include:

- a. auto/stop switch,
- b. chilled water set-point adjustment,
- c. anti-recycle timer,
- d. digital display with water temperature and setpoint,
- e. operating temperatures and pressures, and diagnostic messages.

4. The following features and functions shall be included:

- a. Durable liquid crystal display (LCD) screen type, having minimum four 20-character lines with 6 key input pad conveniently mounted on the unit controller. Default language and units of measure shall be English and I-P respectively. Messages shall be in plain English. Coded messages, LED indicators and LED displays are not acceptable.

- b. Separate control section and password protection for critical parameters.
- c. Remote reset of chilled water temperature using a 4-20mA signal
- d. Soft-load operation, protecting the compressor by preventing full-load operation during the initial chilled fluid pull-down period
- e. BAS communication flexibility through modular plug-in BACnet® with MSTP**
- f. Non-volatile program memory allowing auto-restart after a power failure.
- g. Recording of safety shutdowns, including date-and-time stamp, system temperatures and pressures. A minimum of six previous occurrences shall be maintained in a revolving memory
- h. Start-to-start and stop-to-start cycle timers, providing minimum compressor off time while maximizing motor protection
- i. Lead-lag compressor staging for part-load operation by manual selection or automatically by circuit run hours
- j. Discharge pressure control through intelligent cycling of condenser fans to maximize efficiency
- k. Pro-active compressor unloading when selected operating parameters exceed design settings, such as high discharge pressure or low evaporator pressure
- l. Diagnostic monitoring of unit operation, providing a pre-alarm signal in advance of a potential shutdown, allowing time for corrective action

PART 3: EXECUTION

3.01 INSTALLATION

- A. Install in strict accordance with manufacturer's requirements, submittal drawings, and contract documents.
- B. Measures must be taken to avoid accumulation of debris in the evaporator during initial system flushing. A contractor provided strainer with perforation no larger than 0.125" (3.2 mm) diameter must be placed in the supply water line just prior to the inlet of the evaporator. Care shall be exercised when welding pipe or flanges to the evaporator to prevent any slag from entering the vessel. Any welds after the strainer must be mechanically cleaned to avoid slag entering the evaporator.
- C. Adjust and level chiller in alignment on supports.
- D. Coordinate electrical installation with electrical contractor.
- E. Coordinate controls with control contractor.
- F. Provide all required accessories or accompanying parts to insure a fully operational and functional chiller.

3.02 START-UP

- A. Provide factory-authorized starting of chillers, and instruction to the owner on operation and maintenance.

PATHFINDER™ Air-Cooled Screw Chiller



Job Information		Technical Data Sheet
Job Name	Ortiz County Jail	
Date		
Submitted By		
Software Version	06.20	
Unit Tag	CH-1	



Unit Overview						
Model Number	CapaCOUNTY ton	IPLV* EER	Voltage	Unit Starter Type	ASHRAE 90.1	LEED EA Credit 4
AWV014A	224.0	17.7	460 / 60 / 3	VFD (without EMI Filters)	'07, '10, '13	Pass

* IPLV reflects AHRI standard rating conditions and may change with user defined conditions due to AWV product optimized configurability.

Unit						
Unit Type				Platform		Unit Revision
Air-Cooled Screw Compressor Chiller				Packaged		00
Head Pressure				Tubing		
AC Fan Motors / VFD (First Fans / Circuit)				With Liquid Line Solenoid Valves & Suction Shut-off Valves		
Display						
On Controller only						
Compressor				Economizer		
JFN				KGN		
Refrigerant Type				Refrigerant Weight		
R134-a				336 lb (per unit)		
Approval						
ETL/cETL, AHRI & ASHRAE 90.1						
Evaporator						
Evaporator Model::	EV5027A1407					
Water Volume:	106.4 gal					
Connection Hand:	Victaulic / Left Hand					
Connection Size:	8.0 in					
Insulation:	Double Layer Insulation on Evaporator					
Entering Fluid Temperature	Leaving Fluid Temperature	Fluid Type	Fluid Flow	Fluid Flow Min / Max	Pressure Drop	Fouling Factor
54.0 °F	44.0 °F	Water	535.0 gpm	219.3/ 876.6 gpm	11.7 ft H ₂ O	0.00010 °F.ft².h/Btu
Condenser						
Number of Fans:	14					
Coil Fins:	MicroChannel (Electro Fin Coating)					
Guards:	None					
Design Ambient Air Temperature	Altitude	Fan Diameter		Fan Motor Horsepower	Minimum Design Ambient Temperature	
95.0 °F	0 ft	31.5 in		1.2 hp	35.0 °F	

PATHFINDER™ Air-Cooled Screw Chiller



Unit Performance												
Design												
CapaCOUNTY			Input Power				Efficiency			IPLV*		
224.0 ton			257.1 kW				10.5 EER			17.7 EER		
Performance Points rated at AHRI Ambient Relief												
Point #	% Load	Unit					Evaporator				Condenser	
		CapaCOUNT Y ton	Input Power kW	Efficiency EER	Economizer Status #1; #2	Compressor RPS #1; #2	Fluid Flow gpm	Pressure Drop ft H ₂ O	Entering Fluid Temperature °F	Leaving Fluid Temperature °F	Ambient Air Temperature °F	Altitude ft
1	100.0	224.0	257.1	10.5	On; On	80; 50	535.0	11.7	54.0	44.0	95.0	0
2	90.0	201.6	199.8	12.1	On; On	69; 43	535.0	11.7	53.0	44.0	89.0	0
3	80.0	179.2	153.6	14.0	On; On	57; 38	535.0	11.7	52.0	44.0	83.0	0
4	70.0	156.8	119.7	15.7	Off; Off	52; 35	535.0	11.7	51.0	44.0	77.0	0
5	60.0	134.4	92.0	17.5	Off; Off	43; 29	535.0	11.7	50.0	44.0	71.0	0
6	50.0	112.0	69.2	19.4	Off; Off	35; 25	535.0	11.7	49.0	44.0	65.0	0
7	40.0	89.6	51.3	20.9	Off; Off	29; 20	535.0	11.7	48.0	44.0	59.0	0
8	30.0	67.2	36.5	22.1	Off; Off	23; 15	535.0	11.7	47.0	44.0	55.0	0
9	20.0	44.8	24.0	22.4	Off; Off	25	535.0	11.7	46.0	44.0	55.0	0
10	10.0	22.4	20.1	13.4	Off; Off		535.0	11.7	45.0	44.0	55.0	0
* IPLV reflects AHRI standard rating conditions and may change with user defined conditions due to AWV product optimized configurability.												

* IPLV reflects AHRI standard rating conditions and may change with user defined conditions due to AWV product optimized configurability.

Sound Data (Internal Discharge Compressor Muffler with Sound Wrap on Discharge Line)

Sound Pressure (at 30 feet)																									
% Load	63 Hz db			125 Hz db			250 Hz db			500 Hz db			1 kHz db			2 kHz db			4 kHz db			8 kHz db			Overall dBA
100	78			75			71			70			67			60			54			47			71
90	77			74			70			70			66			57			52			45			70
80	76			73			71			67			64			56			51			44			69
70	76			73			69			66			63			56			50			44			68
60	76			72			68			66			62			55			49			43			67
50	75			72			67			65			61			53			48			42			66
40	75			71			65			63			60			52			47			40			65
30	74			70			64			62			58			49			44			38			63
20	72			68			62			60			56			48			43			37			62
10	65			67			65			62			59			52			47			41			64
Sound Power																									
% Load	63 Hz db			125 Hz db			250 Hz db			500 Hz db			1 kHz db			2 kHz db			4 kHz db			8 kHz db			Overall dBA
100	105			102			98			97			94			87			81			74			98
90	104			101			97			97			93			84			79			72			97
80	104			100			98			94			91			83			78			71			96
70	103			100			96			93			90			83			77			71			95
60	103			99			95			93			89			82			76			70			94
50	102			99			94			92			88			80			75			69			93
40	102			98			92			90			87			79			74			67			92
30	101			97			91			89			85			76			71			65			90
20	99			95			89			87			83			75			70			64			89
10	92			94			92			89			86			79			74			68			91
One-third Octave Band Sound Power																									
% Load	50 Hz	63 Hz	80 Hz	100 Hz	125 Hz	160 Hz	200 Hz	250 Hz	315 Hz	400 Hz	500 Hz	630 Hz	800 Hz	1 kHz	1.25 kHz	1.6 kHz	2 kHz	2.5 kHz	3.15 kHz	4 kHz	5 kHz	6.3 kHz	8 kHz	10 kHz	
100	102	101	99	97	98	97	93	94	93	93	94	88	89	88	89	84	81	80	77	76	75	73	65	59	
90	100	100	98	96	96	96	92	94	90	95	90	86	90	86	88	81	79	77	75	74	73	71	63	58	
80	100	99	97	95	96	95	93	92	94	90	89	87	86	85	86	80	78	76	74	73	72	71	63	57	
70	99	99	97	95	95	95	91	92	92	90	89	87	86	84	86	79	78	76	74	72	72	70	62	56	
60	99	98	96	95	95	94	90	93	88	89	88	85	85	83	84	78	77	75	73	71	71	69	62	56	
50	99	98	96	94	94	93	89	90	87	88	87	84	84	83	83	77	75	74	71	70	69	68	60	54	
40	98	97	96	94	94	92	88	89	86	87	86	83	83	81	81	75	74	72	70	68	68	67	59	53	
30	97	97	95	93	93	89	86	87	85	85	85	81	81	79	79	73	71	70	67	66	65	64	56	51	
20	95	94	93	91	91	88	84	85	83	84	83	80	80	78	78	72	70	69	67	65	65	63	55	50	
10	91	86	77	85	87	92	87	89	85	86	85	81	82	82	81	76	74	73	71	69	68	67	59	53	

Octave band is non 'A' weighted and overall readings are 'A' weighted. Sound data rated in accordance with AHRI Standard-370.

Physical

Unit				
Length*	Height	Width*	Shipping Weight*	Operating Weight*
296 in	100 in	88 in	15252 lb	16140 lb

* Shipping and operating weights do not include the weights of any Options or Accessories. Contact Chiller Applications for additional information.

PATHFINDER™ Air-Cooled Screw Chiller



Electrical

Unit Electrical Data				
Voltage	Starter Type	Fan Motor Quantity	LRA Fan Motor (each)	FLA Fan Motors (each)
460 / 60 / 3	VFD (without EMI Filters)	14	10A	3.3A
Power Connection Type:	Single Point Disconnect Switch with Circuit Protection			
Drive Type(#1;#2):	CIMR-AU4A0250;CIMR-AU4A0208			
Phase Voltage:	Phase & Under/Over Voltage Protection with LED			
Single Point Power Connection				
MCA:	404 A			
Fuse Size (recommended):	500 A			
Fuse Size (maximum):	500 A			
Connector Wire Range:	(2) 3/0-500MCM			
Compressor Electrical Data				
Compressor Type		Compressor Quantity		Starter Type
Screw		2		VFD (without EMI Filters)
	Compressor #			
	1		2	
RLA:	194 A		123 A	
Inrush Current:	194 A		123 A	
Note: Power wiring connections to the chiller may be done with either copper or aluminum wiring. Wire should be sized per NEC and/or local codes. Wire sizing and wire count must fit in the power connection lina sizina listed in latest installation manual. Please contact your local sales office for more information.				

Options

Control	
Communication:	BACnet MS/TP
Electrical	
Water Flow Indicator:	Evaporator only (Thermal Dispersion)

Warranty

Unit Startup	Domestic
Standard Warranty:	1st Year Entire Unit Parts & Labor
Extended Unit Warranty:	Entire Unit; Extended 4 years parts & labor
Refrigerant Warranty	5 Years

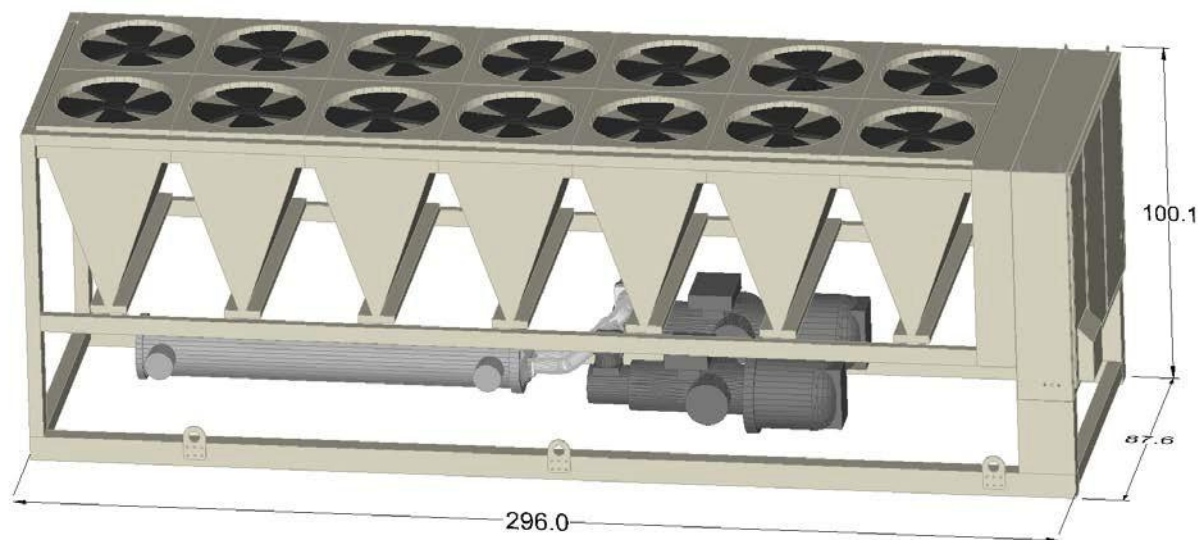
AHRI Certification




Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org

Accessories

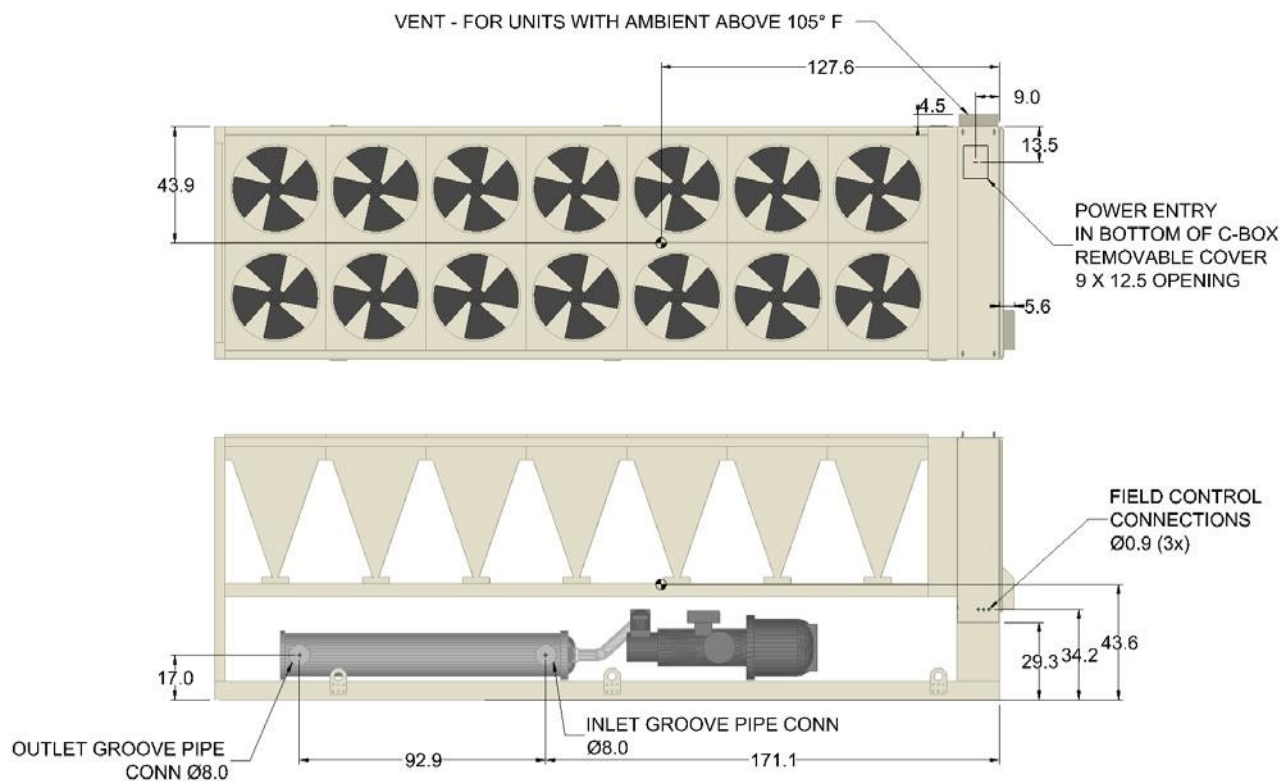
Optional	
Part Number	Description
332946470	RIS Isolator Kit; (8) RED




NOTE: A water strainer must be installed at the inlet of the evaporator to protect it from damage. Please refer to the IOM for additional details.

Product Drawing	Unit Tag: CH-1			Sales Office: Carroll Air Systems, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 06.20
Product:	Project Name: Ortiz County Jail			Sales Engineer:			
Model: AWW014A	June 03, 2016	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: (in)	

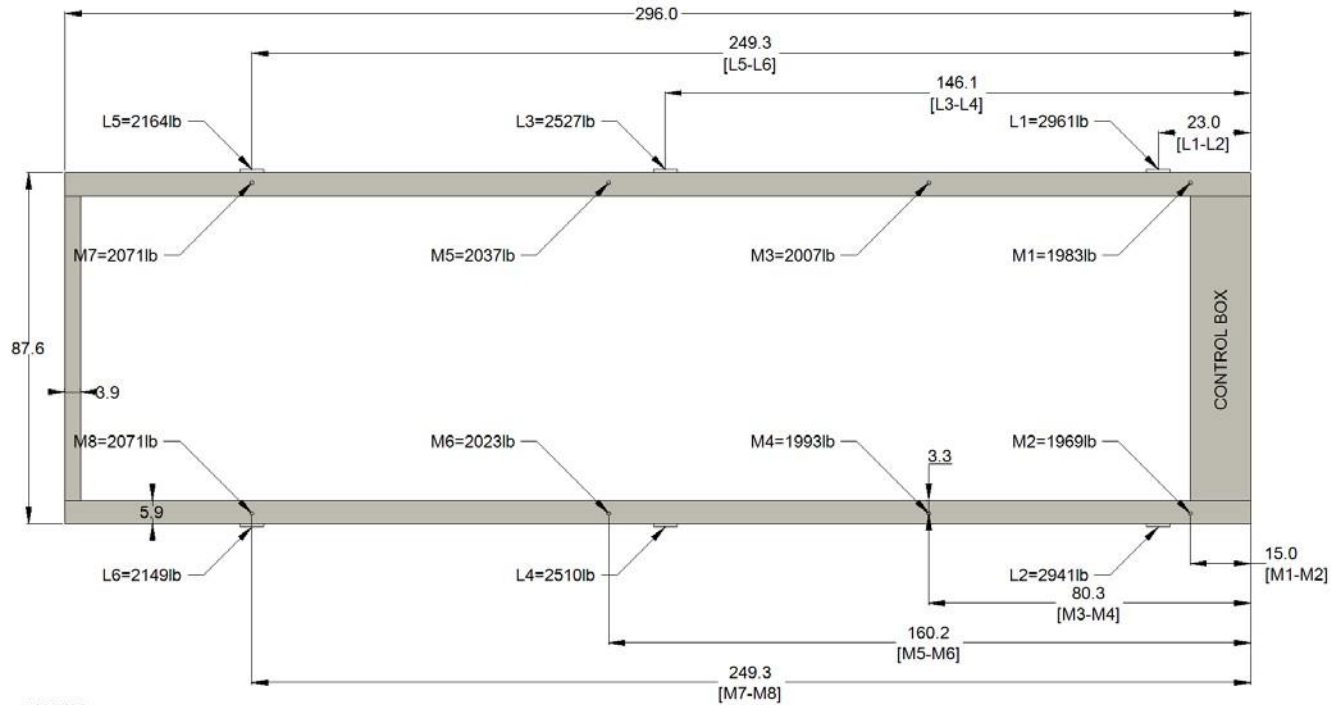
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.



Product Drawing		Unit Tag: CH-1			Sales Office: Carroll Air Systems, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 06.20
Product:		Project Name: Ortiz County Jail			Sales Engineer:			
Model: AWW014A		June 03, 2016	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: (in)	
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.								

Mounting and Lifting

BASE FRAME PLAN VIEW



Product Drawing

Product:

Model: AWW014A

Unit Tag: CH-1

Project Name: Ortiz County Jail

June 03, 2016

Ver/Rev:

Sheet: 1 of 1

Sales Office: Carroll Air Systems, Inc.

Sales Engineer:

Scale: NTS

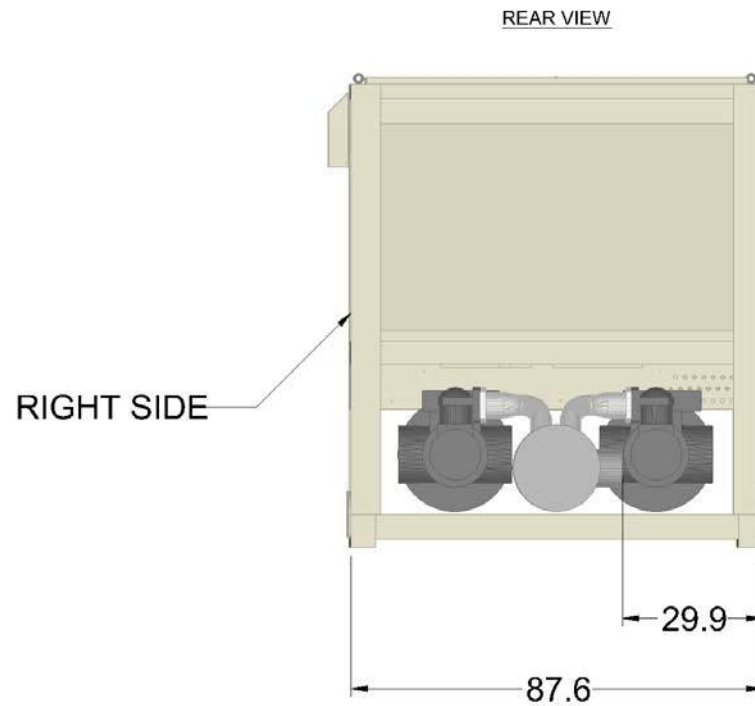
Tolerance: +/- 0.25"

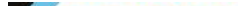
Dwg Units: (in)



13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 06.20

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.



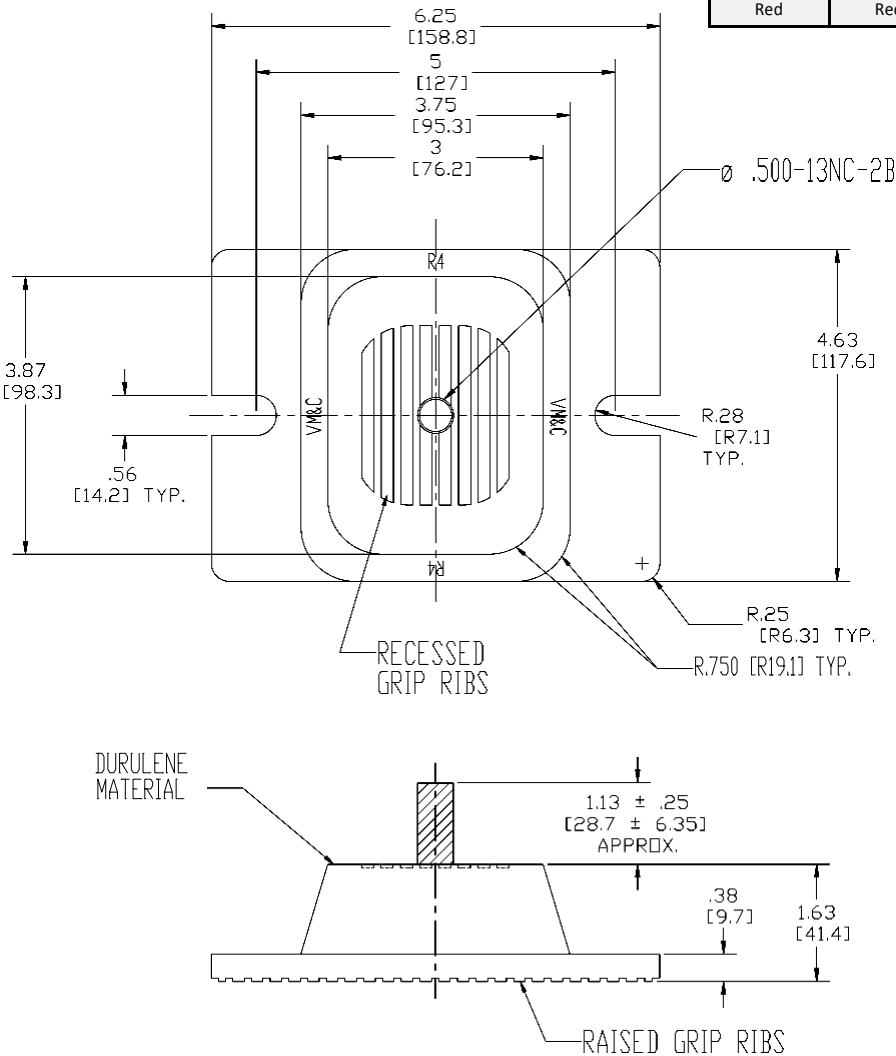
Product Drawing	Unit Tag: CH-1			Sales Office: Carroll Air Systems, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 06.20
Product:	Project Name: Ortiz County Jail			Sales Engineer:			
Model: AWW014A	June 03, 2016	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: (in)	

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

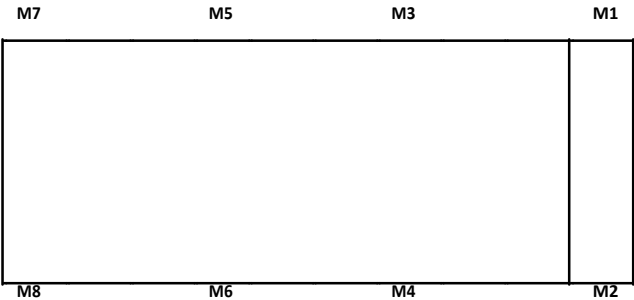
Rubber-in-Shear (RIS) Isolator Kit


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Dimensions and Placement

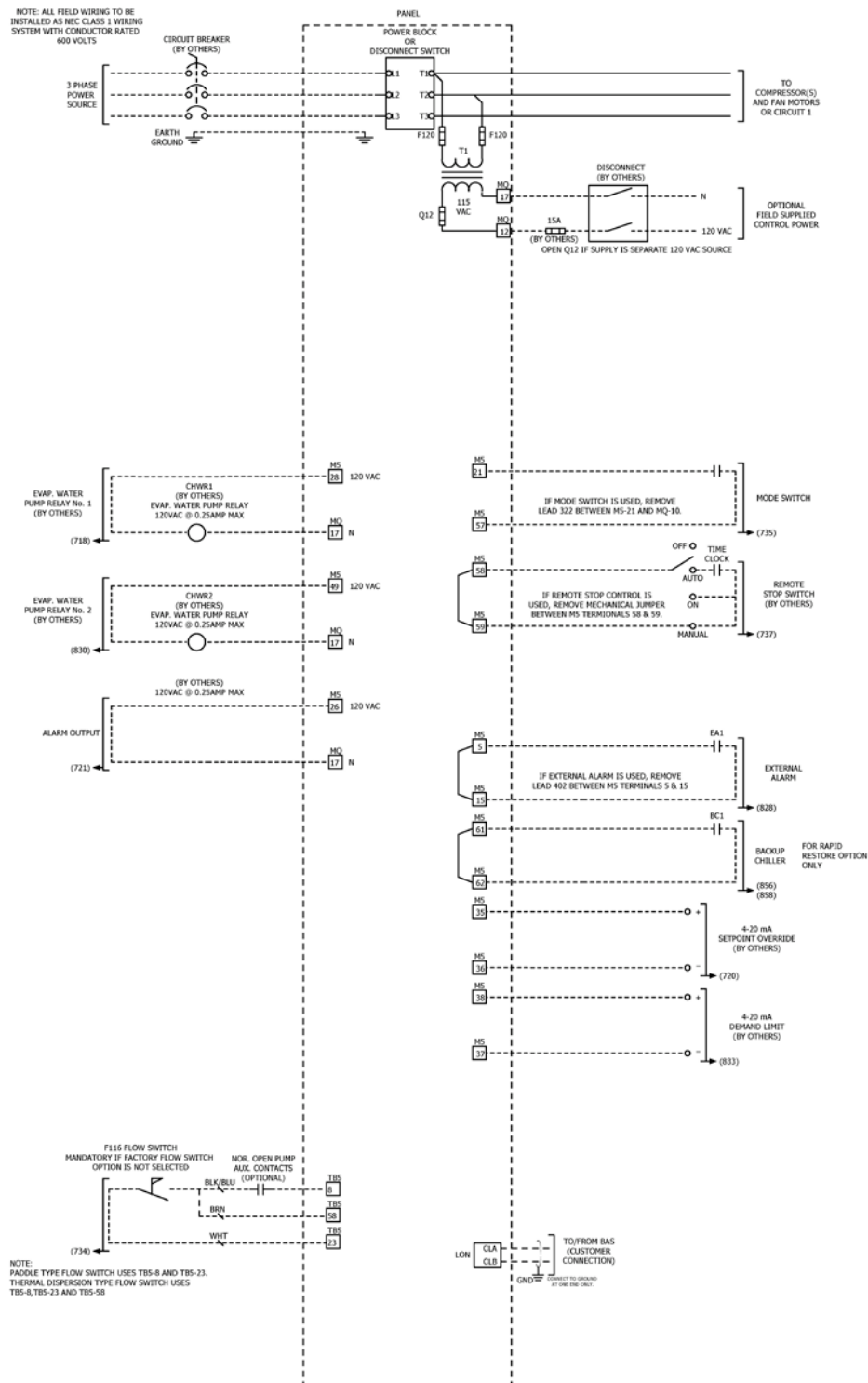



Mounting Location							
M1	M2	M3	M4	M5	M6	M7	M8
Red	Red	Red	Red	Red	Red	Red	Red



Product Drawing		Unit Tag: CH-1			Sales Office: Carroll Air Systems, Inc.			 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 06.20
Accessory: Rubber-in-Shear (RIS) Isolator Kit		Project Name: Ortiz County Jail			Sales Engineer: Andrew Kee			
Kit Part Number: 332946470		June 03, 2016	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 1.0"	Dwg Units: in [mm]	
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.								

AWV Single-Point Connection Field wiring Diagram



Field Wiring Diagram		Unit Tag: CH-1		 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 06.20
Product: Air-Cooled Screw		Project Name: Ortiz County Jail		
Model: AWW Single-Point		Sales Office: Carroll Air Systems, Inc.		
Sales Engineer: Andrew Kee		June 03, 2016	Ver/Rev: Sheet 1 of 1	
		Scale: N/A Tolerance: N/A Dwg Units: N/A		
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.				

Lakes Regional Library Chiller Specification

1.1 SUMMARY

A. Section includes design, performance criteria, refrigerants, controls, and installation requirements for air- cooled scroll compressor chillers.

1.2 REFERENCES

A. Comply with applicable Standards/Codes of AHRI 550/590, ANSI/ASHRAE 15, ETL, cETL, NEC, and OSHA as adopted by the State.

B. Units shall meet the efficiency standards of the current version of ASHRAE Standard 90.1, and FEMP standard 2012.

1.3 SUBMITTALS

A. Submit shop drawings and product data in accordance with the specifications.

B. Submittals shall include the following:

1. Dimensioned plan and elevation view drawings, required clearances, and location of all field connections

2. Summary of all auxiliary utility requirements such as electric, water, etc.

Summary shall indicate quality and quantity of each required utility.

3. Single line schematic drawing of the field power hookup requirements, indicating all items that are furnished.

4. Schematic diagram of control system indicating points for field interface/connection.

5. Diagram shall fully delineate field and factory wiring.

6. Installation and operating manuals.

1.4 QUALITY ASSURANCE

A. Qualifications: Equipment manufacturer must specialize in the manufacture of the products specified and have five years experience with the type of equipment and refrigerant offered.

B. Regulatory Requirements: Comply with the codes and standards specified.

C. Chiller manufacturer plant must be ISO Registered.

1.5 DELIVERY AND HANDLING

A. Chiller shall be delivered to the job site completely assembled and charged with refrigerant and oil by the manufacturer.

B. Comply with the manufacturer's instructions for rigging and handling equipment.

1.6 WARRANTY

A. Standard Warranty (Domestic): The refrigeration equipment manufacturer's guarantee shall be for a period of one year from date of equipment start-up but not more than 18 months from shipment. The guarantee shall provide for repair or replacement due to failure by material and workmanship that prove defective within the above period, excluding refrigerant.

B. 1st Year Labor Warranty: Entire unit

C. Extended Unit Warranty: Entire unit, four (4) years parts and labor.

D. Refrigerant Warranty: 5 years

1.7 MAINTENANCE

A. Maintenance of the chillers shall be the responsibility of the owner and performed in accordance with the manufacturer's instructions.

PART 2: PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Basis of Design - Daikin Model AGZ080E, including the standard product features and all special features required per the plans and specifications. No alternates accepted.

2.2 UNIT DESCRIPTION

A. Provide and install as shown on the plans factory-assembled, factory-charged air-cooled scroll compressor packaged chillers in the quantity specified. Each chiller shall consist of hermetic tandem scroll compressor sets (total four compressors), brazed plate evaporator, air-cooled condenser section, microprocessor-based control system and all components necessary for controlled unit operation.

B. Each chiller shall be factory run-tested to verify operation. Operating controls and refrigerant charge shall be checked for proper operation and optimum performance.

2.3 DESIGN REQUIREMENTS

A. Flow Range: The chiller shall have the ability to support variable flow range down to 40% of nominal design (based on AHRI conditions).

B. Operating Range: The chiller shall have the ability to control leaving chilled fluid temperature from 15F to 65F.

C. General: Provide a complete scroll compressor packaged chiller as specified herein and as shown on the drawings. The unit shall be in accordance with the standards referenced in section 1.02 and any local codes in effect.

D. Performance: Refer to the schedule of performance on the drawings. The chiller shall be capable of stable operation to a minimum percentage of full load (without hot gas bypass) of 25%.

Performance shall be in accordance with AHRI Standard 550/590.

E. Chiller shall qualify for FPL rebate via PATH B @ \$16.96/Ton or \$1309 per chiller.

F. Performance Penalty shall be calculated per chiller as follows: \$2000/KW over 85.4KW full load and

\$1000 per 0.10IPLV over the specified 15.8 IPLV.

Unit Performance										
Design										
CapaCOUNTY			Input Power		Efficiency			IPLV		
77.2 ton			85.4 kW		10.8 EER			15.8 EER		
Performance Points rated at AHRI Ambient Relief										
Point #	% Load	Unit			Fluid Flow gpm	Evaporator			Condenser	
		CapaCOUNT Y ton	Input Power kW	Efficiency EER		Pressure Drop ft H ₂ O	Entering Fluid Temperature °F	Leaving Fluid Temperature °F	Ambient Air Temperature °F	Altitude ft
1	100.0	77.2	85.4	10.8	185.4	7.2	54.0	44.0	95.0	0
2	75.0	57.9	49.6	14.0	185.4	7.2	51.5	44.0	80.0	0
3	50.0	38.6	27.5	16.9	185.4	7.2	49.0	44.0	65.0	0
4	25.0	19.3	12.5	18.6	185.4	7.2	46.5	44.0	55.0	0

G. Acoustics: Sound pressure levels for the unit shall not exceed the following specified levels. All manufacturers shall provide the necessary sound treatment (parts and labor) to meet these levels if required. Sound data shall be provided with the quotation. Test shall be in accordance with AHRI Standard370.

AHRI STD 370 Sound Data

Sound Pressure (at 30 feet)								
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA
66	63	63	63	62	56	53	53	66
Sound Power								
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA
95	95	95	89	87	81	76	71	92

Octave band is non 'A' weighted and overall readings are 'A' weighted. Sound data rated in accordance with AHRI Standard-370.

2.4 CHILLER COMPONENTS

A. Compressor

1. The compressors shall be sealed hermetic, scroll type with crankcase oil heater and suction strainer. The compressor motor shall be refrigerant gas cooled, high torque, hermetic induction type, two-pole, with inherent thermal protection on all three phases and shall be mounted on RIS vibration isolator pads. The compressors shall be equipped with an internal module providing compressor protection and communication capability.

B. Evaporator

1. The evaporator shall be a compact, high efficiency, dual circuit, brazed plate-to-plate type heat exchanger consisting of parallel stainless steel plates.
2. The evaporator shall be protected with an external, electric resistance heater plate and insulated with 3/4" (19mm) thick closed-cell polyurethane insulation. This combination shall provide freeze protection down to -20°F (-29°C) ambient air temperature.
3. The water-side working pressure shall be a minimum of 653 psig (4502 kPa). Evaporators shall be designed and constructed according to, and listed by, Underwriters Laboratories (UL).

C. Condenser

1. Condenser fans shall be propeller type arranged for vertical air discharge and individually driven by direct-drive fan motors. The fans shall be equipped with a heavy-gauge vinyl-coated fan guard. Fan motors shall be TEAO type with permanently lubricated ball bearings, inherent overload protection, three-phase, direct-drive, 1140 rpm. Each fan section shall be partitioned to avoid cross circulation.
2. Coil shall be all aluminum alloy microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds. Coils shall consist of a two-pass arrangement. Each condenser coil shall be factory leak tested with high-pressure air under water. **Condenser coils shall include ElectroFin™ baked epoxy coating providing 5000+ hour salt spray resistance (ASTM B117-90) applied to both the coil and the coil frames.**

D. Refrigerant Circuit

1. Each of the two refrigerant circuits shall include a replaceable-core refrigerant filter-drier, sight glass with moisture indicator, liquid line solenoid valve (no exceptions), expansion valve, and insulated suction line.

E. Construction

1. Unit casing and all structural members and rails shall be fabricated of pre-painted or galvanized steel to meet ASTM B117, 1000-hour salt spray test.
2. Upper condenser coil section of unit shall have protective, 12 GA, PVC-coated, wire grille guards.

F. Control System

1. A centrally located weatherproof control panel shall contain the field power connection points, control interlock terminals, and control system. Power and starting components shall include factory circuit breaker for fan motors and control circuit, individual contactors for each fan motor, solid-state compressor three- phase motor overload protection, inherent fan motor overload protection and two power blocks (one per circuit) for connection to remote, contractor supplied disconnect switches. Hinged access doors shall be lockable. Barrier panels or separate enclosures are required to protect against accidental contact with line voltage when accessing the control system.

2. **Shall include optional single-point connection to a non-fused disconnect** switch with through-the-door handle and compressor circuit breakers.

G. Unit Controller

1. An advanced DDC microprocessor unit controller with a 5-line by 22-character liquid crystal display provides the operating and protection functions. The controller shall take preemptive limiting action in case of high discharge pressure or low evaporator pressure. The controller shall contain the following features as a minimum:

2. The unit shall be protected in two ways: (1) by alarms that shut the unit down and require manual reset to restore unit operation and (2) by limit alarms that reduce unit operation in response to some out-of-limit condition. Shut down alarms shall activate an alarm signal.

3. Shutdown Alarms

- a. No evaporator water flow (auto-restart)
- b. Sensor failures
- c. Low evaporator pressure
- d. Evaporator freeze protection
- e. High condenser pressure
- f. Outside ambient temperature (auto-restart)
- g. Motor protection system
- h. Phase voltage protection (Optional)

4. Limit Alarms

- a. Condenser pressure stage down, unloads unit at high discharge pressures.
- b. Low ambient lockout, shuts off unit at low ambient temperatures.
- c. Low evaporator pressure hold, holds stage #1 until pressure rises.
- d. Low evaporator pressure unload, shuts off one compressor.

5. Unit Enable Section

- a. Enables unit operation from either local keypad, digital input, or BAS

6. Unit Mode Selection

- a. Selects standard cooling, ice, glycol, or test operation mode

7. Analog Inputs:

- a. Reset of leaving water temperature, 4-20 mA\
- b. Current Limit

8. Digital Inputs

- a. Unit off switch
- b. Remote start/stop
- c. Flow switch
- d. Ice mode switch, converts operation and setpoints for ice production
- e. Motor protection

9. Digital Outputs

- a. Shutdown alarm; field wired, activates on an alarm condition, off when alarm is cleared

- b. Evaporator pump; field wired, starts pump when unit is set to start
- 10. Condenser fan control - The unit controller shall provide control of condenser fans based on compressor discharge pressure.
- 11. Building Automation System (BAS) Interface
 - a. Factory mounted DDC controller(s) shall support operation on a BACnet®, Modbus® or LONMARK ® network via one of the data link / physical layers listed below as specified by the successful Building Automation System (BAS) supplier.
 - b. BACnet MS/TP master (Clause 9)
 - c. BACnet IP, (Annex J)
 - d. BACnet ISO 8802-3, (Ethernet)
 - e. LONMARK FTT-10A. The unit controller shall be LONMARK® certified.
 - f. The information communicated between the BAS and the factory mounted unit controllers shall include the reading and writing of data to allow unit monitoring, control and alarm notification as specified in the unit sequence of operation and the unit points list.
 - g. For chillers communicating over a LONMARK network, the corresponding LONMARK eXternal Interface File (XIF) shall be provided with the chiller submittal data.
 - h. All communication from the chiller unit controller as specified in the points list shall be via standard BACnet objects. Proprietary BACnet objects shall not be allowed. BACnet communications shall conform to the BACnet protocol (ANSI/ASHRAE135-2001). A BACnet Protocol Implementation Conformance Statement (PICS) shall be provided along with the unit submittal.

2.5 OPTIONS AND ACCESSORIES

- A. The following options are to be included:
 - 1. Liquid, Suction and Discharge Compressor isolation valves.
 - 2. Phase loss with under/over voltage protection and with LED indication of the fault type to guard against compressor motor burnout.
 - 3. BAS interface module to provide interface with the BACnet MSTP protocol.
 - 4. The following accessories are to be included:
 - a. Rubber-in-shear vibration isolators for field installation
 - b. Factory-mounted thermal dispersion type flow switch
 - c. Wye strainer, to be installed at the evaporator inlet and sized for the design flow rate , with perforation diameter of 0.063" (for Brazed Plate evaporators) or 0.125" (for Shell-and-Tube evaporators) with blowdown valve and Victaulic couplings (factory mounted or field installed)

PART 3: EXECUTION

3.1 INSTALLATION

- A. Install in strict accordance with manufacturer's requirements, shop drawings, and contract documents.
- B. Adjust and level chiller in alignment on supports.
- C. Coordinate electrical installation with electrical contractor.
- D. Coordinate controls with control contractor.
- E. Install a field-supplied or optional manufacturer-supplied strainer in the chilled water return line at the evaporator inlet; 40-mesh on units with brazed-plate evaporators.
- F. ALL CONTROL WIRE WILL BE DISCONNECTED AND RE-INSTALLED BY TEKPLAN SOLUTION

3.2 START-UP

- A. Provide testing and starting of machine, and instruct the Owner in its proper operation and maintenance.

TRAILBLAZER™ Air-Cooled Scroll Chiller



Job Information		Technical Data Sheet
Job Name	Lakes Regional Library	
Date		
Submitted By		
Software Version	06.20	
Unit Tag	Ch-1	

Unit Overview						
Model Number	CapaCOUNTY ton	IPLV* EER	Voltage	Unit Starter Type	ASHRAE 90.1	LEED EA Credit 4
AGZ080E	77.2	15.8	460 / 60 / 3	Across the Line	'07, '10, '13	Pass

* IPLV reflects AHRI standard rating conditions and does not change with user defined conditions.

Unit						
Unit Type				Platform		Unit Revision
Air-Cooled Scroll Compressor Chiller				Packaged		00
Head Pressure				Tubing		
Fanrol Only (32° Min)				Replaceable Filter Dryer with Discharge & Liquid Valves, with HGBP		
Unit Controls				Display		
Electronic Expansion Valve				On Controller only		
Refrigerant Type				Refrigerant Weight		
R410a				92 lb (per unit)		
Pump Controls						
Dual Evaporator Pumps - Dual Control Output						
Approval						
ETL/cETL, AHRI & ASHRAE 90.1						
Evaporator						
Water Volume:	8.7 gal					
Connection Hand:	Universal Connection - Facing out back					
Connection Size:	3.0 in					
Insulation:	Double Layer Insulation on Evaporator & Single on Suction Piping					
Entering Fluid Temperature	Leaving Fluid Temperature	Fluid Type	Fluid Flow	Fluid Flow Min / Max	Pressure Drop	Fouling Factor
54.0 °F	44.0 °F	Water	185.4 gpm	115.4/ 307.6 gpm	7.2 ft H ₂ O	0.00010 °F.ft ² .h/Btu
Condenser						
Coil Fins:	MicroChannel (Electro Fin Coating)					
Guards:	Condenser Coil Wire Grilles only					
Design Ambient Air Temperature	Altitude	Fan Diameter		Fan Motor Horsepower		Minimum Design Ambient Temperature
95.0 °F	0 ft	30.0 in		2.0 hp		35.0 °F

TRAILBLAZER™ Air-Cooled Scroll Chiller



Unit Performance

Design											
CapaCOUNTY			Input Power			Efficiency			IPLV*		
77.2 ton			85.4 kW			10.8 EER			15.8 EER		
Performance Points rated at AHRI Ambient Relief											
Point #	% Load	Unit		Input Power kW	Efficiency EER	Fluid Flow gpm	Evaporator		Condenser		
		CapaCOUNTY					Pressure	Entering	Leaving	Ambient	Altitude
		ton					Drop	Fluid	Fluid	Air	
							ft H ₂ O	Temperature	Temperature	Temperature	ft
							°F	°F	°F		
1	100.0	77.2		85.4	10.8	185.4	7.2	54.0	44.0	95.0	0
2	75.0	57.9		49.6	14.0	185.4	7.2	51.5	44.0	80.0	0
3	50.0	38.6		27.5	16.9	185.4	7.2	49.0	44.0	65.0	0
4	25.0	19.3		12.5	18.6	185.4	7.2	46.5	44.0	55.0	0
* IPLV reflects AHRI standard rating conditions and does not change with user defined conditions											

* IPLV reflects AHRI standard rating conditions and does not change with user defined conditions

AHRI STD 370 Sound Data

Sound Pressure (at 30 feet)								
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA
66	63	63	63	62	56	53	53	66
Sound Power								
63 Hz dB	125 Hz dB	250 Hz dB	500 Hz dB	1 kHz dB	2 kHz dB	4 kHz dB	8 kHz dB	Overall dBA
95	95	95	89	87	81	76	71	92

Octave band is non 'A' weighted and overall readings are 'A' weighted. Sound data rated in accordance with AHRI Standard-370.

Physical

Unit				
Length*	Height	Width*	Shipping Weight*	Operating Weight*
150 in	99 in	88 in	4510 lb	4579 lb

* Shipping and operating weights do not include the weights of any Options or Accessories. Contact Chiller Applications for additional information.

Electrical

Unit Electrical Data				
Voltage	Starter Type	Fan Motor Quantity	LRA Fan Motor (each)	FLA Fan Motors (each)
460 / 60 / 3	Across the Line	6	18A	3.6A
Power Connection Type:	Single Point Disconnect Switch with Circuit Protection			
Phase Voltage:	Phase & Under/Over Voltage Protection with LED			
Single Point Power Connection				
MCA:	152.6 A			
Fuse Size (recommended):	175 A			
Fuse Size (maximum):	175 A			
Connector Wire Range:	(1) 6-350			
Compressor Electrical Data				
Compressor Type		Compressor Quantity		Starter Type
Scroll		4		Across the Line
Circuit #:	1		2	
Compressor #:	1	3	2	4
RLA:	30.8 A	30.8 A	30.8 A	30.8 A
Inrush Current:	229 A	229 A	229 A	229 A

Note: Power wiring connections to the chiller may be done with either copper or aluminum wiring. Wire should be sized per NEC and/or local codes. Wire sizing and wire count must fit in the power connection lug sizing listed in latest installation manual. Please contact your local sales office for more information.

Options

Suction Shut-off Valve:	Included
Control	
Communication:	BACnet MS/TP
Electrical	
Water Flow Indicator:	Evaporator only (Thermal Dispersion)

Warranty

Unit Startup	By Others
Standard Warranty:	1st Year Entire Unit Parts & Labor
First Year Labor Warranty:	Parts & Labor
Extended Unit Warranty:	Entire Unit; Extended 4 years parts & labor

AHRI Certification



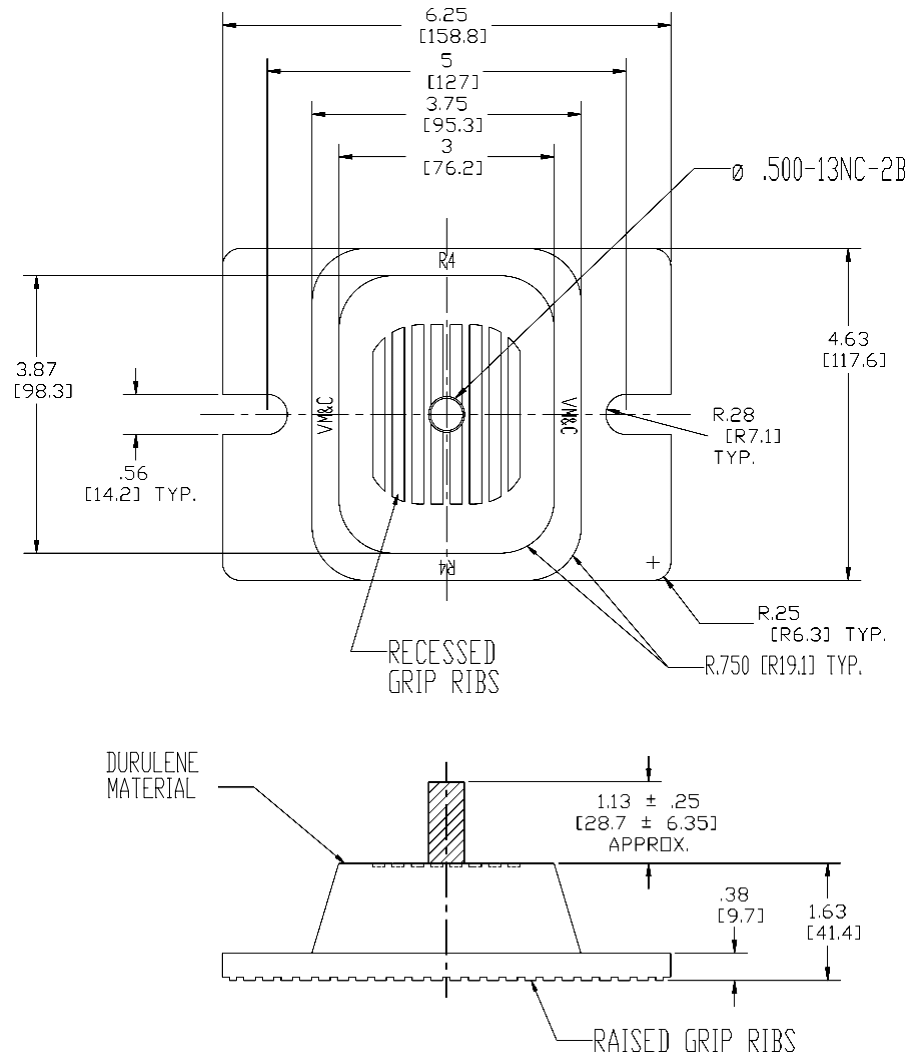
Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org

Accessories

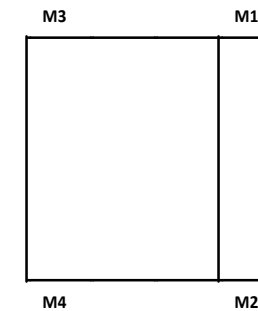
Optional	
Part Number	Description
332325101	RIS Isolator Kit; AGZ: Packaged, Microchannel, Al&Cu Fins, 030-070E (non-Seismic), 25-65D, 30-65C; M'Chnl, 75-100E (non-S'mc); Al Fin, 70C/D; Remote, Al&Cu Fin, 30-70E (non-S'mc); Pump Pkg, M'Chnl&Al Fin, 30-65E (non-S'mic); Cu Fin, 30-55E (non-S'mic)
331758922	Evaporator Strainer Kit; AGZ: 075-130E

Rubber-in-Shear (RIS) Isolator Kit

Dimensions and Placement



Mounting Location			
M1	M2	M3	M4
Brown	Brown	Brown	Brown



Product Drawing

Accessory: Rubber-in-Shear (RIS) Isolator Kit

Kit Part Number: 332325101

Unit Tag: Ch-1

Project Name: Lakes Regional Library

Apr. 20, 2016

Ver/Rev:

Sheet: 1 of 1

Sales Office: Carroll Air Systems, Inc.

Sales Engineer: Andrew Kee

Scale: NTS

Tolerance: \pm 1.0"

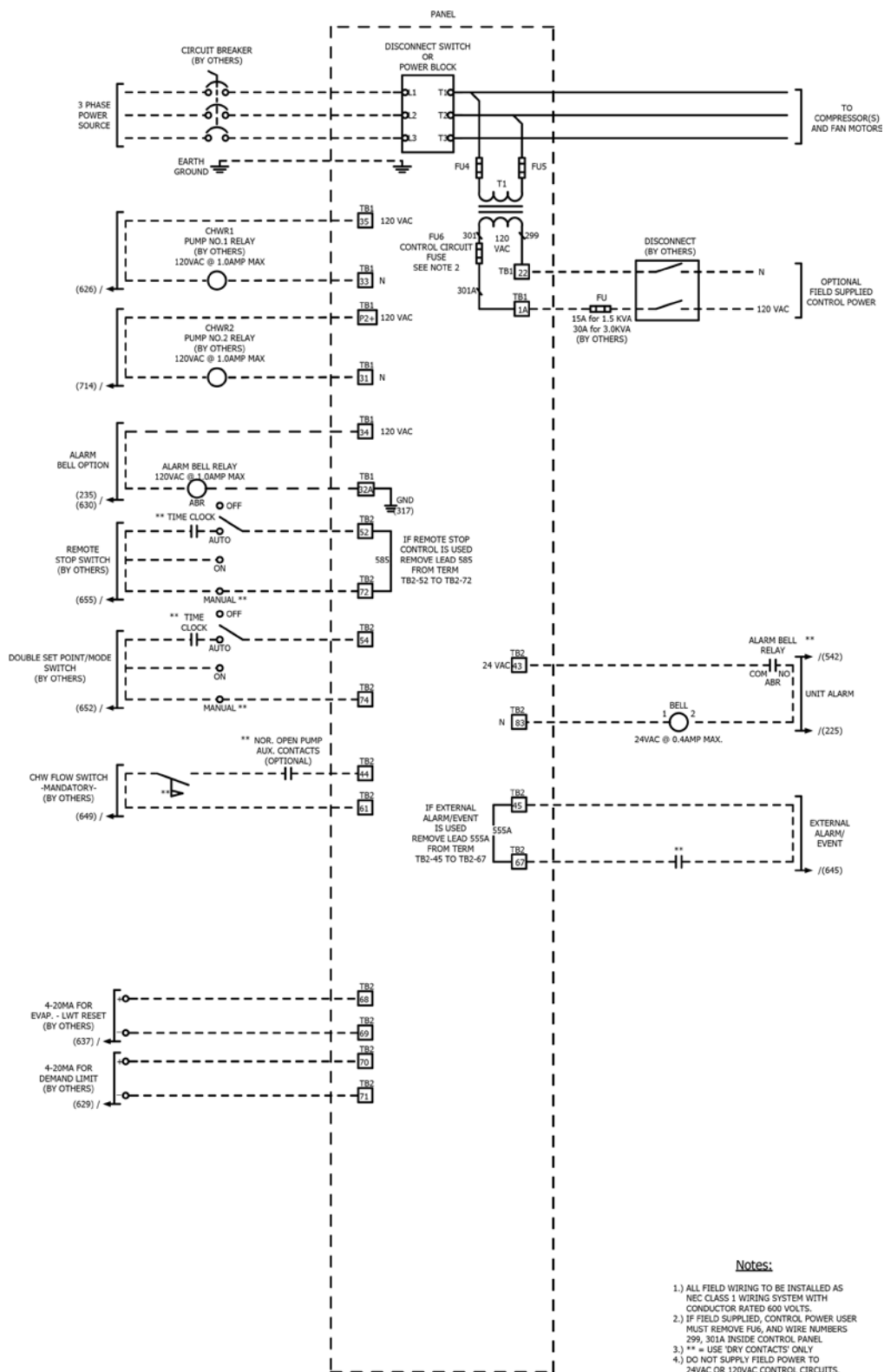
Dwg Units: in [mm]



13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 06.20

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AGZ030-240E Single-Point Connection Field wiring Diagram



Field Wiring Diagram

Product: Air-Cooled Scroll

Model: AGZ030-240E Single-Point

Sales Engineer: Andrew Kee

Unit Tag: Ch-1

Project Name: Lakes Regional Library

Sales Office: Carroll Air Systems, Inc.

Apr. 20, 2016

Ver/Rev:

Sheet 1 of 1



13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 06.20

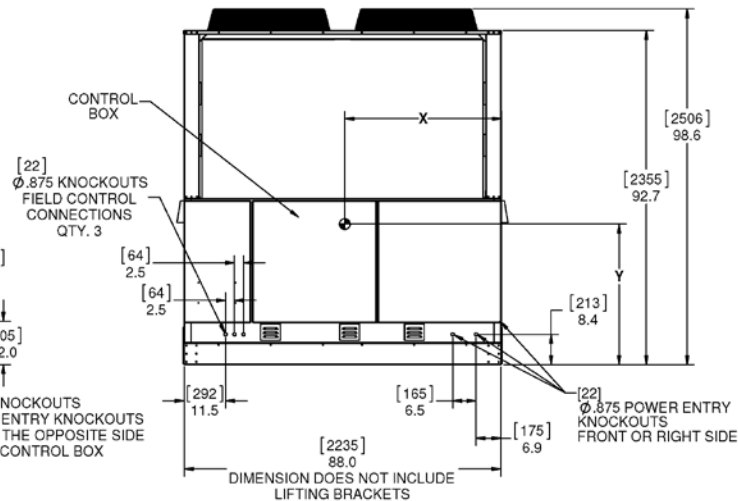
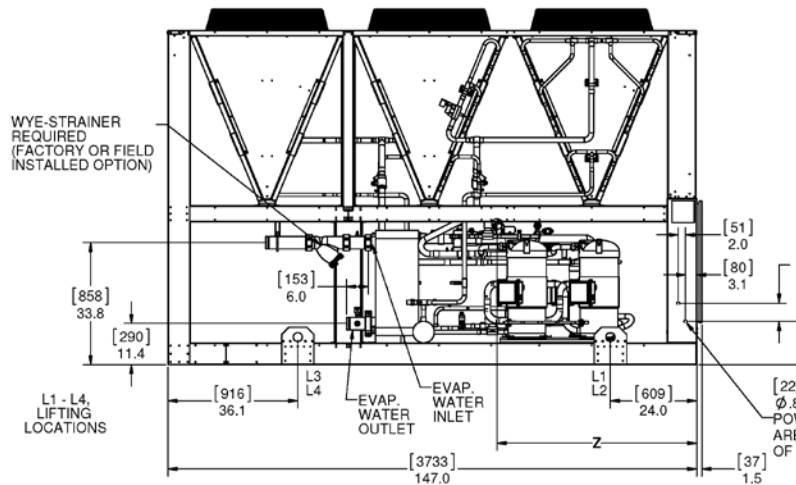
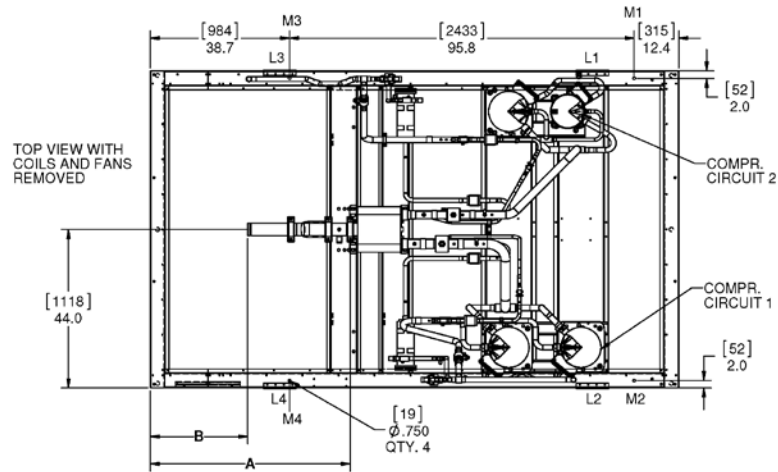
Scale: N/A Tolerance: N/A Dwg Units: N/A

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

AGZ100E Packaged (Microchannel Condenser)

Unit Dimensions

M1 - M4, ISOLATOR MOUNTING HOLE LOCATIONS ON BOTTOM SURFACE OF UNIT BASE.



Unit Weight Data

Units	Weight		Lifting Weight				Mounting Weight			
	Shipping	Operating	L1	L2	L3	L4	M1	M2	M3	M4
lb	4696	4780	1505	1480	863	848	1322	1299	1089	1070
kg	2130	2168	683	671	391	385	600	589	494	485

Unit and Center of Gravity Dimensions

Units	A (No Strainer)	B (With Strainer)	Connection Size (Victaulic)	Center of Gravity		
				X	Y	Z
in	51.6	23.1	3.0	43.6	38.9	55.7
mm	1311	587	76	1108	988	1415

NOTE

A water strainer must be installed at the inlet of the evaporator to protect it from damage. Please refer to the IOM for additional details.

Product Drawing

Product: Air-Cooled Scroll Chiller

Model: AGZ100E

Unit Tag: Ch-1

Project Name: Lakes Regional Library

Apr. 20, 2016

Ver/Rev:

Sheet: 1 of 1

Sales Office: Carroll Air Systems, Inc.

Sales Engineer: Andrew Kee

Scale: NTS

Tolerance: +/- 1.0"

Dwg Units: in [mm]



13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 06.20

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

REQUIRED FORMS

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

Form # Title/Description

1 Solicitation Response Form

The corporate or mailing address must match the company information as it is listed on the Florida Department of state Division of Corporations. Attach a copy of the certification from <http://www.sunbiz.org>. All signatures must be by an authorized company representative. Sample attached for your reference.

1a Proposal Form (required for Non-CCNA solicitations)

This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

1b Business Relationship Disclosure Requirement (if Applicable)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. **If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.**

2 Affidavit Certification Immigration Laws

Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

3 Reference Survey

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. Section 1: Proposer to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the proposer’s information)
2. In the “Subject” block enter the name of the project the Proposer completed for that reference respondent
3. Section 2: Enter the name of the Proposer
4. The reference respondent should complete “Section 3” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
5. A minimum of 3 reference responses must be returned.
6. Responses are due: *(see front cover for the solicitation type)*
 - **Bids and NON-evaluated (by Committee) solicitations:** Only the awarded proposer(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after the Notice of Intended Decision or Notice of Intent has been issued.
 - **CCNA and other Committee evaluated proposals:** All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.

Failure to obtain reference surveys may make your company non-responsive.

7. Section 4: The reference respondent to print and sign name

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, enter “None” in section 3 of the form. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the block number 3.

5 *Affidavit Principal Place of Business*

Certifies proposer’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List*

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

Self explanatory.

8 *Trench Safety (Required for Construction Projects Only)*

Self explanatory.

9 *Disadvantaged Business Enterprise Participation* (if applicable)

Self explanatory

10 *Bid Bond* (if applicable)

Self explanatory

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Proposer Checklist (not a required form)

Self explanatory.

Form 1 – Solicitation Response Form

LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted _____

Deadline Date: 9/7/2016SOLICITATION IDENTIFICATION: ITB-160439/ABSOLICITATION NAME: ORTIZ CORRECTIONAL CENTER & LAKES LIBRARY CHILLER REPLACEMENT

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____**ADDRESS MUST MATCH SUNBIZ.ORG**

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number _____

(1) Employer Identification Number -OR- (2) Social Security Number:

*** Lee County collects your social security number for tax reporting purposes only*

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. **ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY**

1 **Collusion Statement:** Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable

Business Relationship NOT Applicable

- 4 Disadvantaged Business Enterprise (DBE) proposers’ please attach a current certificate Yes No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County.
- 6 Are there any modifications to the solicitation or specifications Yes No
- Modifications:

Where Proposer is a Corporation, add:

Company Name: (Name printed or typed)

(Seal)

Secretary Signature:

Attest: (Secretary name printed or typed)

Authorized Proposer: (Name printed or typed)

Proposer Title

Authorized Proposer Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Form 1a – Proposal Form (not applicable for CCNA solicitations)

Lee County Procurement Management

PROPOSAL FORM**Company Name:** _____
Solicitation # ITB-160439/AB **Solicitation Name** Ortiz Correctional Center & Lakes Library Chiller Replacement

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term

From Notice to Proceed or Purchase Order date, whichever applies: **120** calendar days to substantial completion, **60**calendar days to final completion (total days **180**).

The grand total cost bid shall include turnkey installation of the units, including the removal and replacement of any reused, additional, or incidental items, to include but not limited to: data wire, actuators, upgrade control box, etc. There will be **NO** change orders allowed or approved under this bid. Contractor shall be responsible for all permits and fees and shall include that in the bid proposal. A crane will be required at each location at the cost of the awarded vendor. The County reserves the right to do a direct material purchase of the chillers if it's deemed in the best interest of the County.

Liquidated Damages (Construction) Liquidated damages of \$ **1500** per calendar day(s) will be assessed to the contractor/vendor for each consecutive calendar day completion of the project or work is delayed.

Please include this page with your submission package.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	Ortiz Correctional Center (2) Chiller Replacement	1	Each		
2	Lakes Library (2) Chiller Replacement	1	Each		
Grand Total					
Amount Written _____					

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: ITB-160439/AB SOLICITATION NAME: ORTIZ CORRECTIONAL CENTER & LAKES LIBRARY CHILLER REPLACEMENT

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey



LEE COUNTY
SOUTH WEST FLORIDA

Replacement

Lee County Procurement Management
REFERENCE SURVEY
Solicitation #ITB-160439/AB Ortiz Correctional Center & Lakes Library Chiller
ONLY REQUIRED FOR AWARDED VENDOR

Section 1

FROM:		BUYER: Adam Brooke
COMPANY:		DATE: 9/7/2016
PHONE #:		TOTAL # PAGES: 1
FAX #:		PHONE #: 239-533-8881 FAX #: 239-485-8383
EMAIL:		BUYER EMAIL: Abrooke@LeeGov.com
SUBJECT:	Reference for work completed regarding (Proposer project name):	

You as an individual or Your company has been given as a reference on a project identified above.

Description of Lee County Project: Lee County has issued this Solicitation to secure a qualified, licensed and insured Contractor to supply labor and materials to replace two (2) existing air cool chillers at the Ortiz Correctional Center located at 2501 Ortiz Ave, Fort Myers, FL 33916 with Daikin Model AWW014A and replace two (2) existing air cool chillers at the Lakes Library located at 15290 Bass Rd, Fort Myers, FL 33919 with Daikin Model AGZ080E. It is the intent of this Solicitation that all Work shall result in compliance with the specifications documents and all regulatory requirements applicable to such service.

Section 2

Proposer name (reference is being provided for):

Section 3

"YES" OR "NO"

1. Was the scope of work performed similar in nature?	
2. Did this company have the proper resources and personnel by which to get the job done?	
3. Were any problems encountered with the company's work performance?	
4. Were any change orders or contract amendments issued, other than owner initiated?	
5. Was the job completed on time?	
6. Was the job completed within budget?	
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	
8. If the opportunity were to present itself, would you rehire this company?	
9. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Adam Brooke
Email Abrooke@leegov.com or FAX # 239-485-8383

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 05/31/2016



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is **no action** pending or action taken in the last 10 years, complete the **company name and write "NONE" on line 3** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Form 5 - Affidavit Principal Place of Business

LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒ _____
Authorized Signature Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____, _____ who has produced

_____ as identification (or personally known)

_____ Type of ID and number

⇒ _____
Notary Public Signature Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

-
- This image shows a blank sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

- [illegible]

Attach additional page(s), if necessary

Form 6-Sub-contractor List**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

Form 7: Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(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: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (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 or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:

2. 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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a 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 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), 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 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 the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and 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, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime FormPage
2 of 2

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety (Required for Construction Projects Only)**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____
(name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____
(type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

_____ (serial number, if any)

Form 9: Disadvantaged Business Enterprise Participation

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUB-CONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____ %

CONTRACTOR NAME

SIGNATURE

DATE

Form 10: Bid Bond

BID BOND

Complete **EITHER** Lee County Paper Bid Bond or Cashiers Check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:
(Principal)

_____ (SEAL)

(By)

Printed Name

Witness as to Surety:
(Surety's Name)

_____ (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Sealed Proposal Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	ITB-160439/AB
SOLICITATION TITLE:	Ortiz Correctional Center & Lakes Library Chiller Replacement
DATE DUE:	9/7/2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 (Name of Company)
e-mail address	Telephone
DELIVER TO: Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901 <i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

Proposer Check List

LEE COUNTY PROCUREMENT MANAGEMENT
PROPOSER CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

1	The Solicitation has been signed and with corporate seal (if applicable).
2	The Solicitation prices offered have been reviewed (if applicable).
3	The price extensions and totals have been checked (if applicable).
4	Substantial and final completion days inserted (if applicable).
5	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.
6	All addendums issued, if any, have been acknowledged in the space provided.
7	Licenses (if applicable) have been inserted.
8	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
9	Provided a copy of corporate registration from www.sunbiz.org
10	Required Form 1: Solicitation form completed
	Required Form 1a: Proposal Form (not applicable for CCNA solicitations)
11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
12	Required Form 3: Reference Surveys have been sent to reference respondents
13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
14	Required Form 5: Affidavit Principal Place of Business
15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
16	Required Form 7: Public Entity Crime Form
	Business Relationship Disclosure Requirement (if Applicable)
17	Sealed Proposal Label (Required), completed and affixed to proposal documents, if hard copy is provided. The mailing envelope MUST be sealed and marked with: <ul style="list-style-type: none"> ✓ Solicitation Number ✓ Opening Date and/or Receiving Date ✓ Mailing Address: Lee County Procurement Management Division 1500 Monroe Street, 4th Floor Fort Myers, FL 33901
18	The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)
19	Two (2) identical sets of descriptive literature, brochures and /or data (if required)
20	All modifications have been acknowledged in the space provided
	<u>REQUIRED CONSTRUCTION FORMS & DOCUMENTATION</u>
21	Form 8: Trench Safety (if applicable)
22	Form 9: Disadvantaged Business Enterprise Participation (if applicable)
23	Form 10: Bid Bond and/or certified check, if required, have been submitted with the Solicitation in amount indicated (if applicable)
24	Two (2) identical sets of descriptive literature, brochures and /or data (if required)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**

LEE COUNTY PROCUREMENT MANAGEMENT

Post-Bid Documents

On a project specific basis, the following forms may require completion and execution by the awarded contractor:

- ⇒ Schedule of values, if requested.
- ⇒ Lee County Construction Contract Agreement Form
- ⇒ Lee County Construction Contract Public Payment and Performance Bond
- ⇒ Lee County Construction Contract Field Change Order
- ⇒ Lee County Construction Contract Field Directive Change Order
- ⇒ Lee County Construction Contract Change Order
- ⇒ Lee County Construction Contract Estimate and Requisition for Payment
- ⇒ Lee County Construction Contract Progress Payment Certification
- ⇒ Lee County Construction Contract Final Payment Certification and Contractors Affidavit
- ⇒ Lee County Construction Contract Certificate of Substantial Completion
- ⇒ Warranty
- ⇒ Lee County Board of County Commissioners Owner's Representative Certificate of Final Completion
- ⇒ Lee County Board of County Commissioners Disadvantaged Business Enterprise Participation Certification
- ⇒ Final Payment Checklist
- ⇒ Contractor Performance Evaluation (based on rating scale)

Samples of these documents may be viewed and download on-line at: <https://www.leegov.com/procurement/forms>.