

**Baker County, Florida  
INVITATION FOR BIDS  
Baker County Health Department- HVAC Replacement  
BID# 2022-11**



**Issued By:**  
**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613  
Website: <http://www.bakercountyfl.org>

**Date of Issue:** July 7, 2022  
**Due Date/Time for Receipt of Bids: August 4, 2022 at  
2:00 p.m.**

**Baker County, Florida**  
**INVITATION FOR BIDS**  
**Baker County Health Department- HVAC Replacement**  
**BID# 2022-11**

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**INVITATION TO BID**  
**Baker County Health Department- HVAC Replacement**

BID# 2022-11

The Baker County Board of County Commissioners is seeking sealed bids from qualified HVAC contractors to provide HVAC and Controls upgrades for the Baker County Health Department, located at 480 West Lowder Street, Macclenny, Florida 32063.

The County is seeking the following 1) New HVAC Units, 2) removal of old system 3) Insulation will need to be replaced with like material. Estimated cost of project \$200,000.00-\$300,000.00.

The deadline to submit questions is **July 28, 2022, at 5:00 PM.** Questions shall be submitted in writing to Sara Little at [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org). All answers will be issued in writing via addendum on the County's website.

**Due Date:** Bid will be received until **2:00 p.m., August 4, 2022** in the Office of the County Manager, Baker County Board of Commissioners, 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063.

**Bid MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.**

**Submit two (2) copies of your bid in a sealed envelope or similar package marked "Baker County Health Department- HVAC Replacement" on the front of the envelope.**

Bids will be opened and respondents announced at 2:00 P.M. local time, or as soon thereafter as practical, on August 4, 2022, in the Baker County Administrative offices, 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063. The bid opening is open to the public.

Bid information may be obtained on-line at <http://www.bakercountyfl.org/purchasing>

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Baker County Board of County Commissioners  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613  
Website: <http://www.bakercountyfl.org/purchasing>

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

\_\_\_\_\_  
Sara Little  
County Manager

## SECTION 1 – BIDDER INSTRUCTIONS

1. Submittal Location & Deadline. Bids must be submitted to the Baker County Administration Office at 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063 by **2:00 PM on August 4, 2022**. Bids will be time stamped upon receipt. **Bids submitted by fax, e-mail, or telephone will not be accepted. Late bids shall not be accepted.**
2. Submittal Envelope. Bids shall be submitted in a sealed envelope or box clearly marked "**BID # 2022-11 Baker County Health Department - HVAC Replacement**". Bidder shall write its name on the outside of the envelope.
3. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
4. Rejection. The County reserves the right to reject any or all bids at any time and for any reason. Bids submitted after the deadline shall be rejected. Bids submitted in an unsealed or incorrectly marked envelope or box shall be rejected. Fax, e-mail, or telephone bids shall be rejected. Bids which are incomplete, unbalanced, conditional, obscure, or which contain terms or additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the at the sole discretion of the County.
5. Response Form. Bids shall be made only on the form included in this packet. Bid forms shall be signed by the owner or other authorized individual.
6. **ITEMS THAT MUST BE INCLUDED WITH BID:**
  - a. **Completed Bid Response Form**
  - b. **Evidence that the bidder is qualified to transact business in the State of Florida.**
  - c. **A copy of bidder's Contractor's License**
  - d. **Current "ACORD" insurance certificate with at least \$1,000,000 in coverage per incident including worker's comp certificate or a photocopy of state certificate of exemption from Worker's Compensation.**
  - e. **Bid Bond. A cashier's check or bid bond equal to 2% of the total price for the work proposed must be included with each bid. Checks or bonds must be made payable to**

**"Baker County". The calculation for the bid bond should be based on the total price as indicated on the Bid Response Form.**

- f. Bidder references using forms under Bidder's Qualification and References**
- g. Completed form "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."**

7. Bid Bond. A cashier's check or bid bond equal to 2% of the total price for the work proposed must be included with each bid. Checks or bonds must be made payable to "Baker County".
8. Number of Copies. Bids shall be submitted in the following formats
  - a. Two (2) paper copies of all required forms and documents.
9. Completeness. The County may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
10. Review Documents. Bidders must review all specifications and Contract Documents related to this bid and project. Failure to review all specifications, forms, Contracts, addenda, or other documents shall not relieve a bidder from any obligations contained in this bid or a subsequent Contract with the County.
11. Familiarity with Project Area. Prior to submitting a bid, bidders shall become fully acquainted with the project areas. Please see "Scope of Work" for more detail about the project. Submittal of a bid shall serve as bidder's acknowledgement that they are fully familiar with the service area.
12. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in all required bid forms included in this packet. Bidder shall submit all documents listed in this Invitation for Bids. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid.
13. Certification. Submittal of a bid shall be deemed as certification that a bidder has fully considered all factors associated with this Invitation for Bids, including any addenda.

14. Project Owner. Baker County Board of County Commissioners owns this project. The County Manager or designee is the County's authorized representative on this project.

15. Verification of Bidder's Capability. The County will verify Bidder's ability to complete the work specified in this bid. The County may, at its sole discretion, determine Bidder's capacity to perform this contract based on, but not limited to, evaluation of the following:

- a. Comparable prior project experience (particularly ones similar to this project size/scope).
- b. Financial resources.
- c. Prior bond history.
- d. Licensure and certifications.
- e. Equipment, machinery, and/or facilities.
- f. Background & references.

Bidders deemed to be unqualified to perform the work may have their bid rejected.

16. Award. County personnel will evaluate the bids. Determination of the lowest responsive and responsible bid may be made on the basis of the base bid.

County staff will recommend the lowest responsive and responsible bid to the County Commission. The County Commission makes the final decision regarding award or rejection of bids.

The County may award a Contract based on bid responses received from bidders without further discussion of such bids with the selected bidder. Therefore, bids should be submitted based on the most favorable terms available.

17. Local Preference. Local preference will be given to the lowest responsive and responsible Local Business when its bid or quote is within five percent (5%) of and does not exceed by more than \$250,000.

Vendors desiring to receive preference as a Local Business shall be required to affirmatively state and provide documentation as set forth in the solicitation or as requested by the County in support of their status as a Local Business. Any business entity that fails to submit sufficient documentation as requested by the County shall not be granted local preference.

- "Local Business" means an individual entity whose primary residence is within Baker County, Florida;
- A partnership entity whose principals are all residents of Baker County, Florida; or
- A Florida corporation or other business entity whose principal place of business is within Baker County, Florida, or which maintains a full-time business office open to

the public within Baker County, Florida, and at least one of its officers or directors or shareholders is a resident of Baker County, Florida.

In the event more than one vendor is entitled to Local Business preference, said vendors shall be rated on a scale from one to ten (one being the lowest and ten being the highest score) based factors listed in the Baker County Purchasing Policies and Procedures Manual (11-15-16):

18. Protest procedure. Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the County's recommendation and intent to make a competitive award of a contract may protest to the County Manager in accordance with the Baker County Purchasing Policies and Procedures Manual (11-15-16).
19. Waiver of Irregularities. The County may waive informalities or irregularities that in the County's opinion do not materially affect a bid.
20. Notice of Award. When the bid award is scheduled for Commission action, the County shall post a Notice of Intent to Award to the County's website. The County shall notify the selected bidder (if any) in writing following County Commission action on the staff recommendation.
21. Contract Execution & Bid Bond. The selected bidder must sign and return the Contract, any required bonds or letter of credit, insurance certificates, and all other required documents within fourteen calendar days after the County sends the documents to the selected bidder. Once the County receives the signed Contract and all other required documents back from the selected bidder, then the County's authorized representative will sign the Contract.

Failure to sign and return the Contract and all other required documents within 14 days may result in the County calling the bid bond or cashing the cashier's check submitted by the selected bidder with its proposal; barring the selected bidder from consideration on future projects; or both. The County may then select another bidder to perform the work or provide the goods/services specified in this bid.

22. Notice to Proceed. Following Contract signing by the County, the County will issue a formal "Notice to Proceed" in writing to the Contractor. The Contractor's bid bond will subsequently be returned along with a formal Notice to Proceed.

If the Contractor begins work before receiving the Notice to Proceed, then the County may stop work on the project, may require the work to be redone at the Contractor's expense and without additional compensation from the County, or both. The County also may revoke the project award and select another

bidder to perform the work.

23. Revocation of Award. If the County discovers that the Contractor has misrepresented anything in their bid or that the Contractor – in the County’s opinion – is no longer reasonably capable of performing the work as bid, then the County may revoke the award at any time **before** issuing the formal Notice to Proceed. The County will issue the revocation in writing.
24. Bid Interpretations. The County has the right to define and interpret bid terms, specifications, and conditions.
25. Changes or Modifications. The County may at any time make changes within the general scope of the contract in any of the following areas:
  - a. Time of Performance (i.e., hours of the day, days of the week, etc.).
  - b. Location of performance of the services.
  - c. Quantities to be ordered.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed notice to proceed or purchase order issued by the County. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at the Contractor’s own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

26. Pre Bid - Site Visit. Each Bidder shall attend the Pre-bid site visit to fully acquaint itself with conditions relating to construction and labor so that the Bidder may fully understand facilities, difficulties and restrictions attending the execution of work under this Contract. The date of the Pre-bid site visit is provided at the beginning of this bid document.
27. Conditions of Performance. Bidders are required to inform themselves fully of the conditions relating to performance of the work required, including but not restricted to labor and operating conditions under which the work will be or is now being performed; and the successful bidder must apply, so far as possible, such methods and means in carrying out the work that will not cause any interruption or interference with any other work, construction or operation the Owner has underway.
28. Indefinite Quantity. The quantities of goods and services specified herein are estimates only and are not purchased by the resulting contract. Delivery or performance shall be as authorized by purchase or approved change orders in accordance with the terms of the resulting contract. The County may



issue orders requiring delivery to multiple destinations or performance at multiple locations.

29. Contract Documents. After award of bid by the Baker County Board of Commissioners, The Bidder shall review and understand the Construction Contract between the Bidder and the County. If the Bidder requires any modifications or additional terms and conditions to the Contract, the Bidder shall detail the desired changes on a separate page clearly titled "Additional Terms/Modifications".
30. Payment and Performance Bond. A Payment and Performance Bond is required for the amount of the contract. Contractor shall be responsible for recording the payment and performance bond and before commencing the work, Contractor shall provide to the County a certified copy of the recorded bond. As required by 255.05, Florida Statutes, the County may not make any payments to the Contractor until the County receives the certified copy of the recorded bond.
31. Insurance and Bonds. Insurance and bonds specified in this bid document and the Contract shall conform to and shall be insured by companies meeting the criteria outlined below and within the contract document in Section 8 - Exhibits.
- a. Insurance and bonds shall be countersigned by an agent licensed to do business in the State of Florida.
  - b. Surety must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
  - c. The surety shall have at least the following minimum rating as listed in Best's Financial Rating:
    - i. Financial Strength Rating of "A".
32. Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

Bidders must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." Failure to do so may disqualify the bid.

33. Other Forms & Documents. Bidders are responsible for reviewing and understanding all plans, photos, specifications, forms or other documents associated with the project described in this bid. Submittal of a bid shall serve as bidder's acknowledgement that it has reviewed and understood all such documents.
34. Indemnification. The County cannot indemnify bidders.
35. All-Inclusive Cost. The bid shall include all expenses necessary to complete the project or provide the services described in this Invitation for Bids. If selected by the County, the Bidder must pay applicable sales tax on any goods or services it purchases. The County is exempt from paying federal and state taxes, including sales tax. The County's sales tax exemption is not assignable and cannot be applied toward items the Contractor purchases, regardless of whether Contractor transfers those items to the County.
36. Bid Preparation & Submittal Expenses. The County shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this bid.
37. Legal Requirements. Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being solicited in this bid. A bidder's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Submittal of a bid shall constitute the bidder's affirmation that they are familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding shall be considered on account of the bidder's ignorance thereof. If a bidder believes provisions in the bid documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Bidder shall promptly report those provisions in writing to the County.

38. Public Records. Bidders understand that Florida has a broad public records law, and that documents in the possession of the County can only be maintained confidential to the extent allowed under the Florida Public Records Act, Florida Statute 119.

**SECTION 2 – BID RESPONSE AND FORMS**

Pursuant to and in compliance with your Invitation to Bid, Instruction to Bidders, the fixed Price Construction Contract between Owner and Contractor, Special Conditions and other documents related thereto, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the work as specified herein. All work is to be performed in accordance with the Baker County Standards, complete and ready to use; as required by and in strict accordance with the contract documents, specifications, drawings and all addenda, if any issued prior to the date of this proposal at the price listed herein as follows:

**BID PRICE SHEET**  
**Baker County Health Department- HVAC Replacement**  
**BID# 2022-11**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**E-mail (if applicable):** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

- 1) New AC Units (with an option for controls upgrade to provide proper HVAC Temperature and humidity control),
- 2) Removal of old system
- 3) Insulation will need to be replaced with like material.

**Total Bid Price**.....\$ \_\_\_\_\_

**Bid Price in Words:** \_\_\_\_\_

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**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Bidder Name: \_\_\_\_\_

NOTE: BIDDER NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

---

(Street No. or P.O. Box Number) (Street Name) (City)

---

(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

EMERGENCY CONTACT

Emergency Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

## BIDDER'S QUALIFICATIONS AND REFERENCES

Bidder shall identify experience as the general Contractor of record in the construction or modification of 3 similar projects completed during the previous 3 years in Florida. If firm is less than 3 years in existence, references could include similar projects performed by the principal(s) of the firm within the last 3 years.

<b>Reference #1</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
<b>Reference #2</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
<b>Reference #3</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			

**SECTION 00401**  
**BID BOND**

1. KNOW ALL PERSONS that we, \_\_\_\_\_ as Principal, and as Surety, are held and firmly bound unto Baker County Board of County Commissioners, (hereafter called the ("Owner")) in the penal sum of \_\_\_\_\_ dollars (\$ ), (2% of the Total Base Bid) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. The Principal has submitted a proposal to the Owner for the project known as the Baker County Health Department – HVAC Replacement. Bid 2022-11

3. The condition of this obligation is such that if the Owner shall accept the proposal of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's bond or bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the proposal or

(b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's bond or bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof between the amount specified in the proposal and such larger amount for which the Owner may in good faith contract with another party to complete the project, then this obligation shall be void, otherwise to remain in full force and effect.

4. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the county and state in which the Project is located.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(Seal)  
Principal

ATTEST: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Secretary Title  
Surety (Seal)

ATTEST: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Secretary Title



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal, or Contract No. \_\_\_\_\_  
for \_\_\_\_\_  
[print name of the public entity]

2. This sworn statement is submitted by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

3. 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 in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. 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 of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

a. Predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
  - c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that applies.]

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

STATE OF FLORIDA \_\_\_\_\_ COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first \_\_\_\_\_  
\_\_\_\_\_ being sworn by me, affixed his/her signature in the space  
[Name]

provided above on this day of \_\_\_\_\_, 20\_\_.

Notary Public

My commission expires \_\_\_\_\_

**PAYMENT AND PERFORMANCE BOND**

**Surety's Bond No. \_\_\_\_\_**

**BID 2022-11 Baker County Health Department – HVAC Replacement**

Contractor (Principal):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (        ) \_\_\_\_\_

Surety:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (        ) \_\_\_\_\_

Owner:

County Manager  
Baker County Board of  
Commissioners  
55 N. 3<sup>rd</sup> Street  
Macclenny FL 32063  
(904) 259-3613

BY THIS BOND, We \_\_\_\_\_,  
as Principal and \_\_\_\_\_, a Corporation,  
as Surety, are bound to the Baker County Board of County Commissioners, a Florida Municipal  
Corporation, herein  
called Owner, in the sum of \$ \_\_\_\_\_ for payment of which we bind

ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_

\_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses and damages, including, but not limited to, delay damages, and all expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Name of Surety

By: \_\_\_\_\_

Attorney-in-fact\*

\*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

## **SECTION 3 – SCOPE OF WORK AND SPECIFICATIONS**

### **SCOPE OF WORK**

Contractor shall provide all labor, material, tools, equipment, and supervision necessary to remove/discard 13 existing Trane split systems with 3 phase split heat pump units throughout the building and replace with like brand new units. Two Make-up air (MAU) units will need to be replaced as well. Address: 480 West Lowder Street, Macclenny FL 32063. Project completion- up to 90 days.

Replacement of 13 existing Trane split systems with new split heat pump systems

(3) 3-Ton systems 240V, 3ph – or equal

(8) 4-Tone systems, 240V, 3ph – or equal

(2) 5- Ton systems, 240V, 3ph – or equal

Heat Strips need to be 3ph, 240V – or equal

Replacement of (2) MAU Units

Complete replacement of all existing duct work with like material

WARRANTY: 5 year- all parts. 1 year- labor.

### **SPECIFICATIONS**

#### 3.1 MINIMUM QUALIFICATIONS:

The Respondent must meet the following minimum qualifications:

A. The Respondent shall be a Licensed Contractor in the State of Florida

B. The Respondent shall be a HVAC Contractor experienced in large projects, providing documentation and references in correlation with Respondent Profile and Experience.

C. The Respondent must demonstrate experience in the construction and management of five (5) projects of similar size and scope for pre-qualification.

D. The Respondent must be able to meet the required insurance, bonding and permitting requirements of the project.

E. Respondent must be capable of extending the Manufacturer's Labor and Materials guarantee.

F. Respondent must be capable of extending the Manufacturer's "No Dollar Limit" guarantee.

#### 3.2 PRODUCT DELIVERY, STORAGE AND HANDLING:

A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible.

B. Deliver in sufficient quantity to permit work to continue without interruption and comply with the manufacturer's written instructions for proper material storage.

C. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

D. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.

### 3.3 PROJECT CONDITIONS:

A. Proceed with work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.

B. Proceed with work so materials are not subject to construction traffic.

### 3.4 JOB SITE PROTECTION:

A. If applicable- The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The contractor shall repair or be responsible for costs to repair all property damaged during the application.

B. The contractor shall not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.

C. The contractor shall protect against fire and flame spread. Maintain proper and adequate fire extinguishers on site at all times during construction.

D. The contractor shall store moisture susceptible materials above ground and protect with waterproof coverings.

E. The contractor shall remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

### 3.5 WARRANTY:

A. Provide a warranty as stated in the Specifications section above.

### 3.6 CLEAN UP:

3.6.1 Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner. All debris storage and removal is the responsibility of the awarded contractor.

3.6.2 Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

### 3.7 PROTECTION:

3.7.1 Protect installed products until completion of project.



3.7.2 Touch-up, repair or replace damaged products before Substantial Completion.

3.8 SAFETY:

The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

## **SECTION 4 SPECIAL PROVISIONS**

### **1. Substitutions**

Unless otherwise stated, reference in the specifications to any article, device, product, materials, fixture, form, or type of construction, etc., by name, make or catalogue number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The determination of whether any article, device, product, material, fixture, form or type of construction is equal to that named is solely in the determination of the Owner. No Substitutions shall be permitted without the prior express written authorization from the Owner.

### **2. Patents**

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

### **3. Use of Premises**

- 3.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials. Any damage done to public or private property shall be repaired at the Contractor's expense to the preconstruction condition or better. It is mandatory that a preconstruction video be made to determine actual preconstruction conditions should a dispute arise. Be sure to note address, type of sod, any existing damage and show these items on the video.
- 3.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- 3.3 The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State Department of Environmental Regulation and Health Department. He shall commit no public nuisance.

### **4. Overtime Work by Owner's Employees**

Where the Contractor elects to work on a Saturday, Sunday or other holiday, or longer than an eight-hour work shift on a regular working day, such work shall be considered as overtime work. On all such overtime work an inspector will be present. The Contractor shall reimburse

the Owner for the full amount of the straight time plus overtime costs for employees of the Owner required to work overtime hours. The Contractor by these specifications does hereby authorize the Owner to deduct the cost of overtime work at the rate of \$35 per hour from the amount due or to become due him.

Overtime due to special construction problems such as concrete, finishing, asphalt rolling, making live sewer hookups, alleviating traffic problems, etc., may not be charged if the County Manager considers the overtime to be mutually justified. Normal engineering inspection hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Recognized Holidays shall be as follows:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Day After Christmas Day

## **8. References**

Any reference in this document to any specification, publication, or test method shall be construed as meaning the latest edition, revision, change, or modification of same.

## INSURANCE REQUIREMENTS

- A. Contractor's Insurance: The contractor shall not commence any work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with Insurers qualified and doing business in Florida.
- B. Worker's Compensation Insurance: The Contractor shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each subcontractor to Provide, adequate insurance, satisfactory to the County, for the protection of his employees not otherwise protected.
- C. Contractor's Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Agreement COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY, CONTRACTUAL LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE. These Policies shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Agreement whether such operations are by himself or by anyone directly, or indirectly employed by him. The amounts of such insurance shall be the minimum limits as follows:

1) Bodily Injury Liability:	\$1,000,000/claimant \$2,000,000/occurrence
2) Personal Injury Liability:	\$1,000,000/claimant \$2,000,000/occurrence
3) Automobile Bodily Injury & Property Damage Liability	\$1,000,000
4) Property Damage Liability (other than automobile)	\$1,000,000/claimant \$2,000,000/occurrence

Indemnification Rider: The Contractor's Liability Policy shall provide a "Hold Harmless" rider to cover the provision of Article 3.18 of the referenced AIA General Conditions.