

## PROPOSAL

**Alachua County  
Danny Moore  
Alachua County Camp Cuscowillo HVAC Replacement  
February 10, 2021**

**We propose to furnish the following equipment and services for the above referenced project. Upon approval of Customer's credit check, Brooks Building Solutions (BBS) will invoice for 50% of the project amount for material purchase and mobilization. The project will not commence until the payment of the 50% invoice has been deposited by BBS. Brooks Building Solutions standard TERMS AND CONDITIONS apply to this proposal and price quotation.**

**Equipment has a 2-3 week lead time.**

### **Scope of Work:**

**(11) Daikin Wall Mini Split Systems, each complete with:**

- Air Handler Model: FTXB18AXVJU
- Condenser Model: RXB18AXVJU
- 18,000 BTU Heat pump systems
- BRC944B2 wall mounted thermostat
- 208-230/1/60 single-point electric power
- 1-year entire unit parts, warranty provided by Daikin per their standard terms and conditions

### **Installation**

- Provide all necessary mechanical permitting
- Provide labor and material to isolate and demo existing condenser units and line sets up to ceiling height (air handler, associated ductwork, diffusers, and line set in ceiling will be abandoned in place)
- Provide labor and material to cap existing diffusers in place
- Provide labor and material to install new line sets and Dakin Systems
- Provide labor and material to reconnect existing electrical – adding new fusible disconnects and whips (at condensers) and reusing existing condenser pads
- Provide labor and material to install wall mounted thermostats
- Provide labor and material to remove duct work and cap diffusers (diffusers will be left in place)
- Provide Daikin Factory start-up on equipment
- Provide engineered "As-Built"

### **This proposal does not include:**

- Overtime or weekend work
- Anything not specifically listed above
- Any millworks cassette openings, rafter scab in's, sheetrock repairs or painting
- Removal or capping of any duct work



**Price:** \$69,996.00

- This proposal is only valid for thirty (30) days from the date of issue.
- Full freight is allowed, and all applicable taxes are included.

## TERMS AND CONDITIONS

This agreement is subject to the **TERMS AND CONDITIONS** included in this Proposal.

## Brooks Building Solutions

## Alachua County

Dustin Morgan

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Dustin Morgan

Date: 02/10/2021

Date:



# BROOKS BUILDING SOLUTIONS

## TERMS AND CONDITIONS

Revised: May 7, 2020

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, WITHOUT NOTICE, IN THE SOLE DISCRETION OF BROOKS BUILDING SOLUTIONS, INC. ("BBS" OR "WE", "US", "OUR"). CHANGES AND AMENDMENTS TO THESE TERMS AND CONDITIONS WILL BE POSTED TO OUR WEBSITE (<https://brookssolutions.net/about/terms-and-conditions/>). YOU WILL RECEIVE NO OTHER NOTICE OF CHANGES OR AMENDMENTS TO THESE TERMS AND CONDITIONS. These Terms and Conditions posted on our website shall govern and take precedence over any other version of Terms and Conditions that may be included in any other Agreement (as defined below).

### General

1. **Application.** These Terms and Conditions ("Terms") apply to any sale of equipment, materials, parts, or supplies ("Goods") and/or services ("Services") sold and furnished by BBS (together, the "Goods and Services") and covered by any BBS proposal, purchase order, invoice, service agreement and/or other agreement (which, when combined with these Terms and any other documents incorporated by reference, will constitute the "Agreement"). As used herein, the term "Customer" refers to any party who enters into an Agreement with BBS by which BBS agrees to sell or furnish Goods and Services to such party and acceptance of these Terms is an express condition of such a sale.
2. **Payment and Taxes.** Payment of any invoice issued by BBS in connection with this Agreement shall be due upon receipt. BBS reserves the right to require cash payment or other alternative method of payment prior to completion of work if BBS determines, in its sole discretion, that the Customer's financial condition at any time justifies such payment. BBS reserves the right to suspend or terminate the Services anytime payments have not been paid in accordance with this Agreement. In addition to the contract price, the Customer shall pay BBS any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement. Payments not received within thirty (30) days of the date due, BBS shall accrue interest at the rate of 1.5% per month until paid.
3. **Customer's Covenants and Obligations.** Customer covenants and agrees, at all times during the term hereof, to:
  - (a) Provide a safe work environment;
  - (b) Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service;
  - (c) Keep areas adjacent to Goods free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified Service;
  - (d) Promptly notify BBS of any unusual operating conditions;
  - (e) Upon mutual agreement of a timely schedule, allow BBS to stop and start equipment as necessary to perform Service;
  - (f) Provide the daily, routine, equipment operation (if not part of this Agreement) including availability of routine Equipment log readings;
  - (g) Operate the equipment properly and in accordance with instructions; and
  - (h) Assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.
4. **Hazardous Materials.** BBS is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that BBS encounters any asbestos, mold product or any hazardous material in the course of performing its work, BBS may suspend its work and remove its employees from the project site until such product or material, and any hazards connected with it, are abated. BBS shall receive an extension of time to complete its work and compensation for delays encountered as a result of such hazardous materials.
5. **BBS Devices.** During the Term and in combination with certain services, BBS may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) (each a "BBS Device") that shall remain the sole property of BBS. No BBS Device installed or attached to real property shall become a fixture thereof. Customer shall not acquire any right, title or interest in or to a BBS Device.
6. **Force Majeure.** Neither party shall have any liability hereunder for delays caused occasioned by a Force Majeure. As used herein, "Force Majeure" shall mean an event, casualty, occurrence, condition, or circumstance of any kind or nature reasonably beyond the control of either party, having a direct, material adverse effect on a party's ability to perform any of its obligations under this Agreement, in full or in part and which, with the exercise of due care, such party could not reasonably have been expected to avoid, including, without limitation, compliance in good faith with any applicable domestic or foreign government regulation or order whether or not it proves to be invalid, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, terrorist activity, fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake, or similar cataclysmic occurrence, hurricane, or tornado.
7. **Termination.**
  - (a) **Early Termination by Customer.** Customer shall have the right to terminate this Agreement upon a breach of BBS' obligations hereunder which is not cured within thirty (30) days following written notice and opportunity to cure.
  - (b) **Early Termination by BBS.** BBS shall have the right to terminate this Agreement upon any breach of Customer's obligations hereunder that is not cured within thirty (30) days following written notice and opportunity to cure. BBS shall have the right to immediately terminate this Agreement upon the commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, or in the event Customer shall become insolvent, make a general assignment for the benefit of creditors, or shall fail to pay its debts as and when they become due.
  - (c) **Effect of Termination or Expiration.** Upon early termination or expiration of this Agreement, BBS shall be given immediate access to Customer locations to disconnect and remove any BBS personal proprietary property or devices as well as remove all BBS owned parts, tools and personal property. Additionally, Customer agrees to pay BBS for all costs incurred by BBS in connection with this Agreement through the effective date of termination.
8. **Non-Solicitation.** Customer shall not, for whatever reason, directly or indirectly, whether for its or his own account or for the account of any other person or entity: (i) employ or engage any employee of BBS (each a "BBS Employee"), solicit for employment or engagement a BBS Employee, or encourage a BBS Employee to leave his or her employment or engagement at BBS; or (ii) in any way interfere with the relationship between BBS and any BBS Employee working at BBS. Should Customer employ or engage any BBS Employee, Customer shall pay to BBS liquidated damages of two (2) times the annual salary of such BBS Employee. The parties agree that in the event a BBS Employee is employed or engaged by Customer, BBS will suffer damages which are difficult to ascertain and that such amount is a reasonable estimate of BBS' damages and is not a penalty.
9. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL BBS, ITS SUBSIDIARIES, AFFILIATED ENTITIES, OFFICERS, EMPLOYEES, AGENTS, OR ITS SUPPLIERS (EITHER JOINTLY OR SEVERALLY) BE LIABLE TO COMPANY OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES OR OTHER LOSS OF ANY CHARACTER, RELATING TO THE SERVICES PROVIDED HEREUNDER, THIS AGREEMENT OR ACTIVITIES RELATING THERETO EVEN IF BBS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMIT OF THE AGGREGATE LIABILITY OF BBS FOR DIRECT DAMAGES SHALL NOT EXCEED THE CONSIDERATION PAID BY CUSTOMER FOR THE GOODS AND/OR SERVICES, SUBJECT TO BBS' RIGHT OF REMOVAL AND RETURN OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT TO BBS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE THEN BBS' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.
10. **Claims.** Any claim arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought pursuant to Section **Error! Reference source not found.**, within one (1) year from the date the claim arose.

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Corporate | 4501 Beverly Avenue | Jacksonville, FL 32210 | P 904.642.5303 | F 904.641.8722 | [www.BrooksSolutions.net](http://www.BrooksSolutions.net)

Tallahassee | 2815-1 Industrial Plaza Dr. | Tallahassee, FL 32301 | P 850.701.2350 | F 850.701.2355

FL: CA C058729 HVAC EQUIPMENT | BUILDING AUTOMATION | ENERGY SOLUTIONS | SERVICE | PARTS GA: CN 209606

2018.06.01



11. **Disputes.** Any controversy or claim (each a “Dispute”) arising out of or relating to this Agreement, or the breach thereof, which cannot be settled by good faith negotiation between the parties hereto, shall be settled in accordance with the following:

(a) **Mediation.** The parties shall endeavor to settle the Dispute by mediation in accordance with the then current mediation rules of the American Arbitration Association (“AAA”). The mediation process shall be initiated by a party giving a Notice of Request for Mediation (“Request”) to the other party, specifying the scope of the requested mediation. If the parties are unable to agree upon a mediator within ten (10) days of the date of the Request, then they shall request AAA to appoint a mediator, and the parties hereby agree to such mediator's service. The mediator's compensation and expenses shall be advanced equally by the parties. The place of mediation shall be Jacksonville, Florida, at any location as the mediator directs, having due regard for the convenience of the parties and of the mediator. All applicable statutes of limitation shall be tolled during the existence of any AAA mediation under this Section 11(a).

(b) **Arbitration.** If the Dispute has not been resolved pursuant to Section 11(a) within ninety (90) days of the commencement of such procedure (this period may be extended by mutual agreement), which commencement is a condition precedent to the initiation of proceedings under this Section 11(b), or if either party will not continue with said procedure, then the Dispute, including the arbitrability of the Dispute or any issue, shall be settled by binding arbitration in accordance with then current Construction Industry Arbitration Rules of AAA by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by AAA. The arbitrator shall have experience in the construction industry and shall have served previously as an adjudicator of business disputes. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of State law inconsistent therewith or that would produce a different result. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrator directs, having due regard of the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrator may consolidate arbitrations involving common questions of law or fact. The arbitrator may make any order to protect a party or person from annoyance, embarrassment, oppression or undue burden or expense that justice requires. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys’ fees and costs to the prevailing party. The arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive or consequential damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction.

12. **Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, with respect to the subject matter hereof.

13. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Customer may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of BBS.

#### **Service (Mechanical, Controls, Electrical) and Repairs**

These Service and Repairs Terms (“Services Terms”) incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

14. **Working Hours.** All Services, including major repairs, will be performed between 8 a.m. to 5 p.m. Monday through Friday unless otherwise agreed. Services performed outside of the foregoing hours shall be billed at the Overtime Rate or Holiday Rate, as applicable. As used herein, the “Overtime Rate” shall mean one and one-half (1 1/2) times the standard rate. The “Holiday Rate” shall mean two (2) times the standard rate and shall apply to all Services performed at any time on a federal holiday.

15. **Response Time.** BBS will use commercially reasonable efforts to respond to all calls within a four (4) hour time period.

16. **Additional Service.** Additional services or parts requested by Customer will be provided upon receipt of Customer’s written authorization and invoiced at BBS’ prevailing labor rate for the service area, plus mileage and consumables. In the event BBS is required to make any repairs, replacements, or emergency calls occasioned by improper operation or misuse of the Goods or any cause beyond BBS’ control, including but not limited to thermostat setting, air balancing or equipment resetting, Customer shall reimburse BBS for all expenses incurred in making such repairs, replacements, or emergency calls.

17. **Repair or Replacement.** Notwithstanding any warranty provisions, BBS shall not be responsible for repair or replacement of any heating, ventilation, and air conditioning (“HVAC”) or energy management and control systems (“EMCS”) equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. BBS shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authorities. However, in the event any such recommendations occur, BBS, at its option, may submit a proposal to Customer for performance of such work. BBS shall not be required to repair or replace equipment that has not been properly maintained.

18. **Warranty.** For a period of ninety (90) days from the date of final approval of the Work (the “Warranty Period”), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

19. **Equipment Condition and Recommended Service.** Upon any scheduled operating and/or stop inspection should BBS determine the need for repairs or replacement, BBS will provide the Customer in writing an “Equipment Condition” report, in addition to this Agreement, which includes recommendations for corrections and the price for repairs. In the event BBS recommends certain Services or repairs, and the Customer does not elect to have such Services properly performed in a timely fashion, BBS shall not be responsible for any resulting Equipment or control failures, operability and any long-term damage that may result. BBS at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such Equipment from this Agreement, adjusting the price accordingly



### **Controls, Electrical and Service Projects**

These Construction Terms ("Construction Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following:

20. **The Work.** BBS will supervise, perform and direct construction services in connection with a separate written construction agreement executed by BBS and Customer (the "Work"). The Work will be performed using BBS's best efforts, skill and attention. BBS shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement in accordance with best industry practices, unless the Agreement provides other specific instructions concerning these matters. BBS shall perform the Work in a good and workmanlike manner consistent with best industry standards in full compliance with all applicable governmental laws, codes and regulations, and shall prosecute such Work through to completion with reasonable due diligence and continuity.

21. **Provision and Payment.** Unless otherwise provided, BBS shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

22. **Warranty.** For a period of one (1) year from the date of final approval of the Work (the "Warranty Period"), BBS warrants to Customer that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Agreement. BBS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BBS, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. BBS does not warrant any appliances or the heating and air conditioning equipment. Customer agrees to rely solely on the warranty of the respective manufacturers of such equipment. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION.

23. **Fees and Taxes.** Unless otherwise provided, BBS shall pay all sales, consumer, use, and other similar taxes that have been legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect, and shall secure and pay for the permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

24. **Condition of Site.** BBS shall keep the work site and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, BBS shall remove from and about the work site waste materials, rubbish, BBS's tools, construction equipment, machinery and surplus materials.

25. **Access and Instructions.** BBS shall provide Customer access to the Work in preparation and progress wherever located. BBS shall comply with all reasonable instructions and requirements of Customer provided same are not inconsistent with this Agreement.

### **Equipment and Parts**

These Parts Terms ("Parts Terms") incorporate in their entirety by this reference Sections 1 through 13 above and include the following specific provisions:

26. **Condition of Goods.** Customer represents and warrants to BBS that the Goods are in proper working condition upon execution of the Agreement. BBS may inspect the Goods within sixty (60) days of the effective date of the Agreement (unless such inspection cannot be performed due to seasonal or other conditions, in which case BBS shall have sixty (60) days from the first date on which such inspection is able to be performed) and inform Customer in writing of any malfunctions or defects in the Goods. BBS shall make recommendations and assist Customer in restoring the Goods to proper operating condition, however, Customer shall be solely responsible for all costs associated with such restoration.

27. **Suitability.** Before using any Goods, Customer shall determine the suitability of such Goods for Customer's intended use. Customer shall assume all risk and liability whatsoever resulting from the use of the Goods.

#### **28. Material and Workmanship Warranty.**

(a) **Sole Express Warranty.** BBS warrants that the Goods conform to BBS' proposal and any specifications directly incorporated into the Agreement. Parts sold by BBS are new and warranted against defects in material and workmanship in accordance with the terms and conditions of the Original Equipment Manufacturer ("OEM") warranty.

**Exclusive Remedy.** In the event of a defect in material or BBS' workmanship, BBS' sole obligation is to repair or provide replacement parts for the Goods, at its option. All parts to be shipped F.O.B. point of manufacture. Removal and reinstallation expenses for replacement parts are the responsibility of the Customer and will be billed at BBS' then prevailing labor rates. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If BBS fails to so repair or replace, BBS' liability shall not exceed the contract price of the specific defective Goods. It is agreed that there is no failure of essential purpose of this warranty so long as BBS is willing to repair or replace defective Goods.



# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

## INVITATION TO BID

**SPECIFICATION FOR:** Firm Fixed Bid Prices for **Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102** for the benefit of the **Facilities Management** Department on an as needed basis.

**BID NUMBER:** 21-980

**PRE-BID CONFERENCE:** 2:00 pm, January 19, 2021  
210 SE 134th Ave  
Micanopy, FL 32667

**E-BID OPENING DATE:** 2:00 pm, Wednesday, February 10, 2021

### PART A - INSTRUCTIONS TO BIDDERS

#### 1.0 GENERAL PROVISIONS

##### 1.1 Purpose

Alachua County Board of County Commissioners are calling for and requesting the submission of bids for Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102.

The herein included Instructions to Bidders ([PART A](#)), Terms and Conditions ([PART B](#)), Technical Specifications ([PART C](#)), Bidder's Check List ([PART D](#)); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

##### 1.2 Distribution of Information

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar](#).

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through "E-Bidding" on [DemandStar](#). In order to submit a bid response to this solicitation the bidder must be registered with [DemandStar](#).

##### 1.3 Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

**THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.**

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.



The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar](#) in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form [EXHIBIT A](#) should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. **An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution [EXHIBIT B](#) granting authorization to the representative to execute on behalf of the business.**

The submittal of a proposal by a bidder will be considered by the County as constituting an offer by the bidder to perform the required services at the stated fees.

#### 1.4 **Bid Opening-Zoom Meeting**

The scheduled bid opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the bid opening is not required.

##### **Join Zoom Meeting**

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTtEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number: <https://zoom.us/u/adtsfJybhW>



1.5 **Electronic Signatures**

The Parties agree that an electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

1.6 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 **must be submitted in a separate electronic file**, clearly identified as "**PUBLIC RECORDS EXEMPT**" with your name and the proposal number marked on the outside. Furthermore, you must complete **[EXHIBIT C](#), PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.7 **Non-Warranty of Specifications**

Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.8 **Inquiries/Questions**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Theodore White** at **[twhite@alachuacounty.us](mailto:twhite@alachuacounty.us)** no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **[DemandStar](#)**. Oral answers will not be authoritative. All addenda so issued shall become part of the bid documents.



1.9 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.10 **Withdrawal of Bids**

Modifications to or withdrawal of a bid can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the County.

All prices bid shall remain firm for a period of one hundred and twenty (120) days after the bid opening.

1.11 **Small Business Enterprise (SBE) Program Participation**

1.11.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

1.11.2 The SBE Program Participation Form, [EXHIBIT D](#), should be completed for your proposal to be considered responsive.

1.11.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

1.11.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its bid response.

1.11.5 The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.

1.11.6 The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Contractor that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.

1.11.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Procurement Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

1.11.8 **Proposed Subcontractors Requirements**

1.11.8.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, [EXHIBIT D, Option 3](#).

1.11.8.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, [EXHIBIT D, Option 4](#).



### **1.11.9 Good Faith Effort Requirements**

1.11.9.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>

1.11.9.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's. , The good faith efforts that may be considered by the County are listed under Section 22.11-207, of the Alachua County Procurement Code:

1.11.9.2.1 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT D.**

### **1.12 Alachua County Government Minimum Wage (GMW)**

1.12.1 Services solicited through this Invitation to Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Procurement Code of Ordinances ("Alachua County Government Minimum Wage") which establishes a government minimum wage for certain consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.

1.12.2 The consultant shall certify via **EXHIBIT E** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

### **1.13 U.S. Department of Homeland Security E-Verify System**

The Contractor/Professional shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the Invitation to Bid (ITB). The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

The Contractor/Professional shall expressly require any subcontractors performing work or providing services pursuant to the County's Invitation to Bid (ITB) to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the solicitation. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.



1.14 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.15 **Drug Free Workplace**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete [EXHIBIT F](#).

1.16 **Proposed Subcontractors NON-SBE**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, [EXHIBIT G](#). No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

2.0 **QUALIFICATION OF BIDDERS**

2.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

2.2 **Bidder's Questionnaire**

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 in accordance with specifications, terms and conditions. Bidders are requested to complete and return along with their bid the Bidder's Questionnaire [EXHIBIT H](#).

2.3 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 **EXAMINATION OF PROPERTY**

3.1 **Bidder's Responsibility**

3.1.1 Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

3.1.2 The bidder is also required to carefully examine the specifications and contract documents,



to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

#### 4.0 **QUALITY**

All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

#### 5.0 **LAWS, PERMITS AND REGULATIONS**

Permit, Application, and License Fees

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

##### 5.1 **Compliance**

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

#### 6.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.

If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within one hundred twenty days (120) days after the opening of the bids by written notice to the successful bidder(s). Additional days may be added upon mutual written agreement between the County and the successful bidder.

The County reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the County's judgment, will best serve its interest.



**7.0 ACCEPTANCE OF BID**

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the County.

**8.0 PERFORMANCE TIME**

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

**9.0 COLLUSION**

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the [bid form](#), declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

**10.0 ADDENDA**

Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

**11.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the County. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the County (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

**11.1 Notice of Solicitations and Awards**

The County Shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the County Shall provide notice in accordance with the requirement of the Florida Statutes.

**11.2 Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

11.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

11.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;



11.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and

11.2.1.3 The Solicitation instructions are unclear or contradictory.

#### **11.2.2 Timing and Content of the Solicitation Protest**

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the County. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

### **11.3 Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

#### **11.3.1 Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

- 11.3.1.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
- 11.3.1.2 The County failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
- 11.3.1.3 The County made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

#### **11.3.2 Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager at [lsapp@alachuacounty.us](mailto:lsapp@alachuacounty.us) no later than 3:00 PM on the fourth Business day after this Proposed Award Decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.



11.4 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

11.5 **Stay of Procurement during Protests**

In the event of a timely protest, the County shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

11.5.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;

11.5.2 necessary to avoid or substantial reduce significant damage to County property;

11.5.3 necessary to avoid or substantially reduce interruption of essential County Services; or;

11.5.4 otherwise in the best interest of the public.



## **PART B - TERMS AND CONDITIONS**

### **1.0 DEFINITION OF TERMS**

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

**COUNTY/OWNER:** Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

**BID PRICE:** The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

**BIDDER:** Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

**CONTRACT:** The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

**CONTRACT DOCUMENTS:** The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

**CONTRACTOR:** Any person, firm, corporation, or governmental entity with whom the County has executed a contract for the performance of the work, or his duly authorized representative.

**DIRECTOR:** The duly authorized representative of the Board of County Commissioners during the contract period as identified herein.

**RESPONSIBLE AGENT:** The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

**SPECIFICATIONS:** The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the County of Alachua are hereby adopted and made part hereof as specifications.

**WORK:** To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

### **2.0 CONTRACTOR'S INSURANCE**

The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, [\*\*EXHIBIT J.\*\*](#)

Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

### **3.0 BONDING REQUIREMENTS (Not Applicable)**



#### **4.0 MODIFICATIONS**

This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

#### **5.0 SEVERABILITY**

If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

#### **6.0 INDEPENDENT CONTRACTOR**

In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

#### **7.0 TERM OF THE CONTRACT**

The Agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order.

It is the intent of the County to issue a purchase order.

A contract or purchase order as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

#### **8.0 RESPONSIBLE AGENT**

The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, [EXHIBIT I](#).

The Department Director will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

#### **9.0 ASSIGNMENT OF PERSONNEL**

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

#### **10.0 GOVERNING LAW**

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

#### **11.0 AWARD OF CONTRACT(S)**

The County reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the County.



## **12.0 ASSIGNMENT OF INTEREST**

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

## **13.0 INDEMNIFICATION**

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

## **14.0 AMENDMENTS**

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

## **15.0 DEFAULT AND TERMINATION**

The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.



The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the County.

If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

**16.0 SUCCESSORS AND ASSIGNS**

The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

**17.0 NON WAIVER**

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

**18.0 BOOKS AND RECORDS**

The county shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

**19.0 ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

**20.0 WORKPLACE VIOLENCE**

Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.



## **PART C- TECHNICAL SPECIFICATIONS**

### **1.0 SCOPE**

The Design-Build Contractor shall provide all the necessary engineering, material procurement, management, labor, materials, tools, equipment, supplies, services, components, and disposal and comply with the Owner's General Conditions to successfully complete the replacement of existing HVAC units to the satisfaction of the Owner. This project emphasizes energy savings. All replacement units shall meet maximum efficiency requirements.

#### **1.1 General Requirements**

##### **1.1.1 HVAC Equipment**

- 1.1.1.1 Demolish existing Condenser units and Cap related ductwork
- 1.1.1.2 Procure and install new like-for-like tonnage VRF system
- 1.1.1.3 Reuse existing condenser pads
- 1.1.1.4 Install new disconnect switch and conduit to the new units
- 1.1.1.5 Test and balance all modified systems

##### **1.1.2 Controls**

- 1.1.2.1 Connect new HVAC equipment and/or controls

#### **1.2 Scope**

For cases in which the Scope of Work and applicable Code conflict, Code shall prevail. In cases where Code and Safety Conflict, Contractor shall immediately inform and consult with County Project Coordinator for guidance.

#### **1.3 Verification of Details**

This scope of work and specifications are provided to the Design-Build Contractor for information purposes only. Designer-Build Contractor assumes all the responsibility for site verification of equipment for replacement with VRF units, controls and other items required to successfully complete the HVAC replacements and meet the necessary building and safety codes as more fully described in the specifications and general conditions. Design-Build Contractor shall become familiar with details of work in the field and shall advise OWNER of any discrepancy prior to performing any tasks, including but not limited to existing and proposed equipment quantities, building and area locations, etc. The Design-Build Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start. It is the responsibility of the contractor to find HVAC units that meet the energy performance requirements. If the contractor is unable to find the units that meet the above stipulation, the Design-Build Contractor will immediately inform and consult with the County Project Coordinator for guidance.



1.4 **Design Submittal Requirements**

The Design-Build contractor shall obtain all required approvals and permits prior to proceeding with the installation of the work in this scope. Design-Build Contractor is responsible for the creation of electrical specifications, equipment performance specifications, and related design criteria prior to the purchase of equipment, materials and installation of the work. Design-Build Contractor shall submit the following information considered as the Design Submittal.

1.5 **Material Product Submittals**

Provide submittal with equipment type, manufacturer, model, EER Rating, options, quantity; cut sheets, and product warranties (submitted within 10 days of accepted design).

1.6 **Closeout Documents**

Design-Build Contractor shall meet all requirements of the General Conditions for closeout; Design-Build Contractor shall provide to the County the following document prior to Closeout:

- 1.6.1 List of Manufacturers with contact information and parts reordering information for all products installed.
- 1.6.2 As-built drawings of HVAC unit replacements and thermostats (as applicable) installations at each site
- 1.6.3 Fully executed warranty documents from the Contractor and Manufacturer



## **PART D – BIDDERS CHECK LIST**

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ [Bid Form](#) (Remember to fill this form out completely) THIS FORM MUST BE SIGNED.
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Fill out all of the exhibits as required, especially [Exhibit D](#), Small Business Enterprise (SBE) Program Participation Form and [Exhibit E](#) Alachua County Government Minimum Wage (GMW) Form.
- ☐ Include any insurance requirements.
- ☐ Include any bonds that may be applicable.
- ☐ Remember to post your Bid on [DemandStar](#) prior to the submittal deadline.

If you have questions concerning these items or other, sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.



**EXHIBIT A**  
**BID FORM**

BID NUMBER: **21-980**

BID OPENING DATE: **2:00 pm, Wednesday, February 10, 2021**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

DESCRIPTION	AMOUNT BID
BASE BID – 1 Replacing DX systems for each cabin	\$ 69,996.00
Total Bid (add all rows above)	\$ 69,996.00

Acknowledge Receipt of Addendum(s) (if applicable circle):

☒ #1 ☒ Yes ☐ No ☒ #2 ☐ Yes ☐ No #3 ☐ Yes ☐ No #4 ☐ Yes ☐ No

Bidder: Dustin Morgan Company: Brooks Building Solutions

Address: 4501 Beverly Ave, Jacksonville, FL 32210

Authorized Signature: *Dustin Morgan* Title: Sales Engineer

Clearly Print Name: Dustin Morgan

Phone: 850-524-2677 Fax: 904-641-8722 Date: 02/10/2021

Email Address: dmorgan@brookssolutions.net



**EXHIBIT B**

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**Brooks Building Solutions**  
**CORPORATE RESOLUTION**  
**GRANTING SIGNING AUTHORITY**  
**AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of Brooks Building Solutions, a  
(insert name of company)

Florida corporation (the “Corporation”), at a duly and properly  
(insert state of incorporation)

held meeting on the 10th day of February, 2021, did hereby consent to, adopt,  
ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of  
the State of Florida and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and  
conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation  
listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts  
and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to  
the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications  
for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related  
to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision  
of the State of Florida:

**NAME**

**TITLE**

Dustin Morgan

Sales Engineer

Hugh N Jenkins III

President

Thomas McGuire

Sales Manager



**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 10th day of February, 20 21, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal) Secretary of the Corporation**

By:

  
Hugh Neff Jenkins

(Print Secretary's Name)





**EXHIBIT C**

**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: *Dustin Morgan* Date: 02/10/2021

--- **OR** ---

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

---

---

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT D**

**Small Business Enterprise (SBE) Program Participation Form**

**BID NUMBER: 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**

# ***OPTION 1***

**I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.**

**Circle One:**

**Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to Option 2).**

## ***OPTION 2***

**I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.**

**Circle One:**

**Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to Option 3.)**



**EXHIBIT D**

**BID NUMBER: 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**

***OPTION 3***

**SBE Participation.** I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

**SBEs are located in the [Alachua County Small Business Enterprise Directory](#).**

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort.**

SBE Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

SBE Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

SBE Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %



**EXHIBIT D**

**BID NUMBER: 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**  
***OPTION 4***

**SBE Good Faith Effort. To be considered responsive all Vendors should have SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

**In accordance with Section 22.11-207, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)**

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

SBE Response when contacted: \_\_\_\_\_



**EXHIBIT D**

**BID NUMBER: 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**

**I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):**

**OPTION 1      OPTION 2      OPTION 3      OPTION 4**

**If you are unable to certify that, you have completed to the best of your knowledge and belief OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening) Procurement at 352.374.5202, for direction.**

Vendor Name: Brooks Building Solutions Date: 02/10/2021

Signature: *Dustin Morgan* Title: Sales Engineer

Printed Name: Dustin Morgan



**EXHIBIT E**

**ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**

**BID 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Code.

Please mark the appropriate box below that applies to how you pay your employees:

- ☒ Employees involved with Alachua County projects are paid a minimum of **\$14.50** hourly or the current prevailing wage and are provided health benefits?
- ☐ Employees involved with Alachua County projects are paid a minimum of **\$16.50** hourly or the current prevailing wage but are not provided health benefits?

Bidder: Dustin Morgan Company: Brooks Building Solutions

Address: 4501 Beverly Ave, Jacksonville, FL 32210

Authorized Signature: *Dustin Morgan* Title: Sales Engineer

Clearly Print Name: Dustin Morgan

Phone: 850-524-2677 Fax: 904-641-8722 Date: 02/10/2021

Email Address: dmorgan@brookssolutions.net



**EXHIBIT F**  
**DRUG FREE WORKPLACE**

Florida Statute, Section 287.087 states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned vendor in accordance with §287.087, Florida Statute hereby certifies that

Brooks Building Solutions

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Dustin Morgan

Bidder's Signature

02/10/2021

Date



**EXHIBIT G**

**Proposed Subcontractors (Non-Small Business Enterprise) Form**

**BID NUMBER: 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**

**This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit D.**

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

Name of Contractor: \_\_\_\_\_

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

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

If additional space is required for your subcontractor listing, make copies of this **Exhibit G** and submit with you bid package.



**EXHIBIT H**  
**BIDDER'S QUESTIONNAIRE**

Bidder's Name: Brooks Building Solutions

Bidder's Address: 4501 Beverly Ave, Jacksonville, FL 32210 Phone: 850-524-2677

Number of years in this type of service? 37 Number of years licensed in Alachua County: 13

Number of employees "ON THE JOB" each week: 3 Number of employees "ON CALL" each week: 1

Will you subcontract any part of this work: Yes ☐ No ☒

If so, give details:

\_\_\_\_\_

\_\_\_\_\_

List all major equipment which will be available upon commencement of the agreement to perform the required service: All equipment is available with a 2 week lead time

Do you currently hold any municipality contracts ☒ Yes ☐ No

If so, please indicate below:

Alachua County Facilities, St Johns County Facilities, Nassau County Facilities

\_\_\_\_\_

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: Nassau County Facilities Phone: 904-753-0373

Contact Person: Bill Howard

2) Firm: Capital City Bank Phone: 850-402-7141

Contact Person: Kathleen Dawson

3) Firm: Landstar Phone: 904-314-0954

Contact Person: Mikey Butterbrodt

Are your employees screened by: (indicate below)

1) ☐ Polygraph

☒ 2) General Interview

☒ 3) Background Investigation - Background as required when we are working on Military bases etc...

4) ☐ Police Record Check

5) ☐ Additional

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_\_\_ No ☒ . If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: 7:30 AM - 4:30 PM

Describe below, your firm's operational plan for providing the services under this agreement:

See attached proposal

\_\_\_\_\_

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: 02/10/2021 AUTHORIZED SIGNATURE: Dustin Morgan



**EXHIBIT I**  
**RESPONSIBLE AGENT FORM**

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between Alachua County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: McKenzi Chiocca

ADDRESS: 4501 Beverly Ave, Jacksonville, FL 32210

PHONE NO.: 904-537-5891

FAX NO.: 904-641-8722

EMAIL ADDRESS: mchiocca@brookssolutions.net

ALTERNATE RESPONSIBLE AGENT: Thomas McGuire

ADDRESS: 4501 Beverly Ave, Jacksonville, FL 32210

PHONE NO.: 904-228-3433

FAX NO.: 904-641-8722

EMAIL ADDRESS: tmcguire@brookssolutions.net

SIGNED: Dustin Morgan DATE: 02/10/2021



**EXHIBIT J**  
**TYPE “A” INSURANCE REQUIREMENTS**  
**“ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

**COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

**AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

**WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

**BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:



## **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

## **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

## **SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**            **Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

**The Certificate of Insurance must contain the following:**

Department Contact: **Danny Moore**

Department: **Facilities Management**

Dept. Contact Phone: **352-374.5229**

Dept. Contact Email: [jdmoore@alachuacounty.us](mailto:jdmoore@alachuacounty.us)

Written Quote: **BID 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Florida 10739 Deerwood Park Blvd Ste 200 Jacksonville FL 32256		<b>CONTACT NAME:</b> Jessica Rainey, AINS <b>PHONE (A/C, No, Ext):</b> 904-446-3138 <b>FAX (A/C, No):</b> 904-396-7432 <b>E-MAIL ADDRESS:</b> Jessica.Rainey@Hubinternational.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Westfield Companies	
		<b>INSURER B:</b> FFVA Mutual Insurance Company	
		<b>INSURER C:</b> Old Dominion Insurance Company	
		<b>INSURER D:</b> St. Paul Fire & Marine Insurance Company	
		<b>INSURER E:</b> Markel American Insurance Company	
		<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 1827216161

**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TRA4677509	9/11/2020	9/11/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		B2T5905S	9/11/2020	9/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-71M64901-20	9/11/2020	9/11/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC840-0020891-2020A	9/11/2020	9/11/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	BR/ Installation Floater			MKLM3IM0052611	9/11/2020	9/11/2021	Any Single Location 200,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Bid 21-980 Design-Build for the HVAC System @ Camp Cuscowilla - Project #8204102  
Alachua County Board of County Commissioners, its officials, employees and volunteers are Additional Insured as respects General Liability and Auto Liability on a Primary and Non-Contributory basis as required by written contract with Named Insured. 30 day notice of cancellation applies except 10 days for non-payment of premium as respects to General Liability when required by written contract.

## CERTIFICATE HOLDER

Alachua County Board of County Commissioners Risk Management 12 SE 1st Street, 3rd Floor Gainesville FL 32601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) And Description Of Covered Operations</b>
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



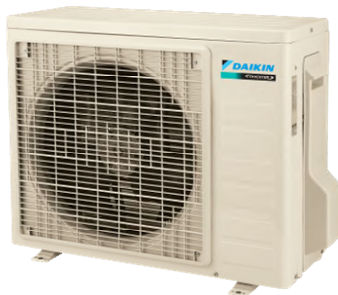
Job Name:	
Tag#	



## Submittal Data Sheet

FTXB18AXVJU / RXB18AXVJU

1.5-Ton Wall Mounted Heat Pump System



Complete warranty details available from your local dealer or at [www.daikincomfort.com](http://www.daikincomfort.com). To receive the 10-Year Parts Limited Warranty, online registration must be completed within 60 days of installation. Online registration is not required in California or Quebec. *If product is installed in a commercial application, limited warranty period is 5 years.*

### Indoor Specifications

Airflow Rate (cfm)	Cooling		Heating	
	H	M	H	M
	430	374	435	374
	L		L	
	318		318	
Sound (dBA) H / M / L	40 / 37 / 35		40 / 37 / 35	
Dimensions (H × W × D) (in)		12-5/8 × 46-1/8 × 9-1/2		
Weight (Lbs)		31		

### Outdoor Specifications

Compressor	Hermetically Sealed Swing Type			
Refrigerant	R-410A			
Factory Charge (Lbs)	2.75			
Refrigerant Oil	PVE (FVC50K)			
Airflow Rate (cfm)	Cooling		Heating	
	H	1690	H	1690
Sound Pressure Level (dBA)	53			
Dimensions (H x W x D) (in)	25-11/16 x 33-11/16 x 12-15/16			
Weight (Lbs)	82			

### Efficiency

Cooling		Heating	
SEER	17	HSPF	9
EER	10.5	COP	3.3

### Performance

Cooling (Btu/hr)	
Rated (Min/Max)	18,000 (4,300 – 21,200)
Sensible @ AHRI	12,864
Operating Range	50°F – 115°F

Rated Cooling Conditions: Indoor: 80°F DB/67°F WB  
Outdoor: 95°F DB/75°F WB

Heating (Btu/hr)	
1: @ 47° Rated (Min/Max)	17,900 (4,000 – 22,500)
2: @ 17° Rated	10,200
3: @ 5°	8,765
Operating Range	5°F – 65°F

1: Rated Heating Conditions: Indoor: 70°F DB/60°F WB  
Outdoor: 47°F DB/43°F WB  
2: Rated Heating Conditions: Indoor: 70°F DB/60°F WB  
Outdoor: 17°F DB/15°F WB  
3: Heating Conditions: Indoor: 69.8°F DB  
Outdoor: 5°F WB

### Electrical

	208/60/1	230/60/1
System MCA	16.2	16.2
System MFA	20	20
Compressor RLA	16	16
Outdoor fan motor FLA	.50	.50
Outdoor fan motor W	61	61
Indoor fan motor FLA	.24	.24
Indoor fan motor W	40	40

MFA: Max. fuse amps MCA: Min. circuit amps (A) FLA: Full load amps (A)  
RLA: Rated load amps (A) W: Fan motor rated output (W)

### Piping

Liquid (in)	1/4
Gas (in)	1/2
Drain (in)	3/4
Max. Interunit Piping Length (ft)	98.4
Max. Interunit Height Difference (ft)	32.8
Chargeless (ft)	24.6
Additional Charge of Refrigerant (oz/ft)	.21

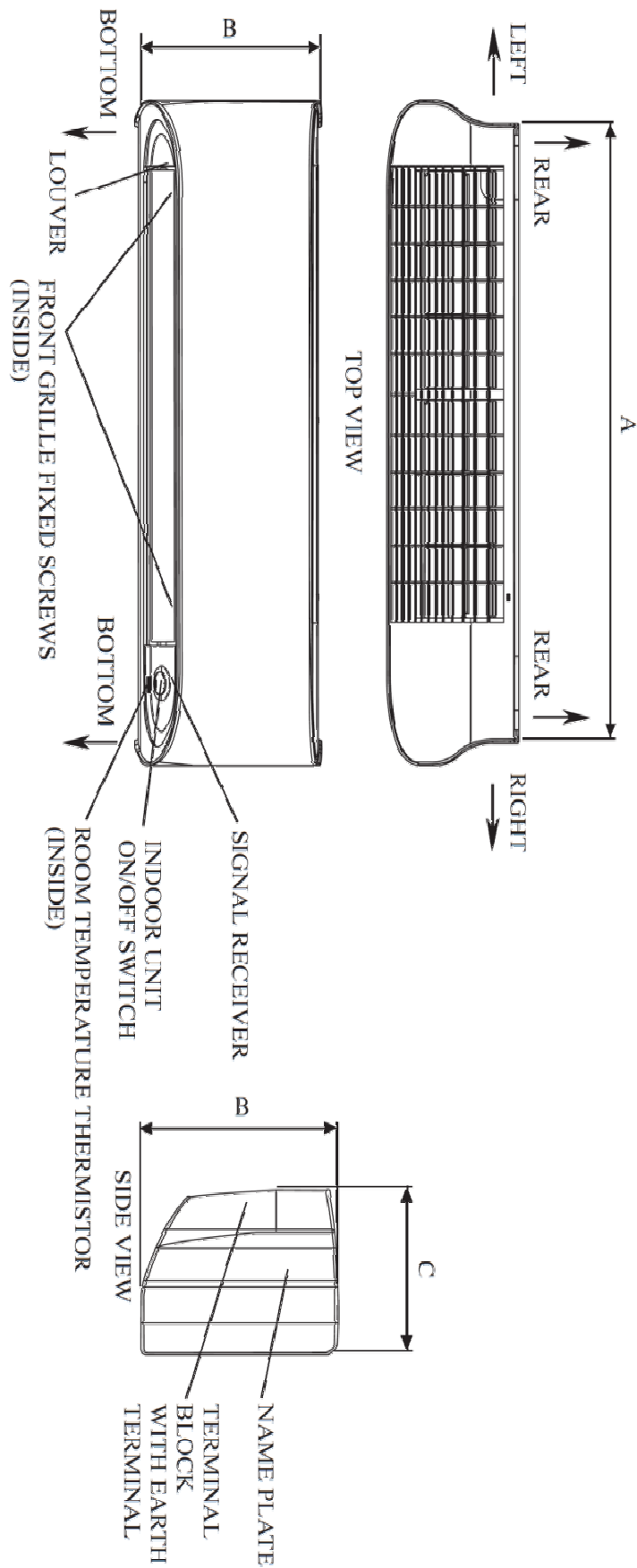
Daikin North America LLC San Felipe, Suite 500 Houston, TX 77056

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Submittal Revision Date: May 2019

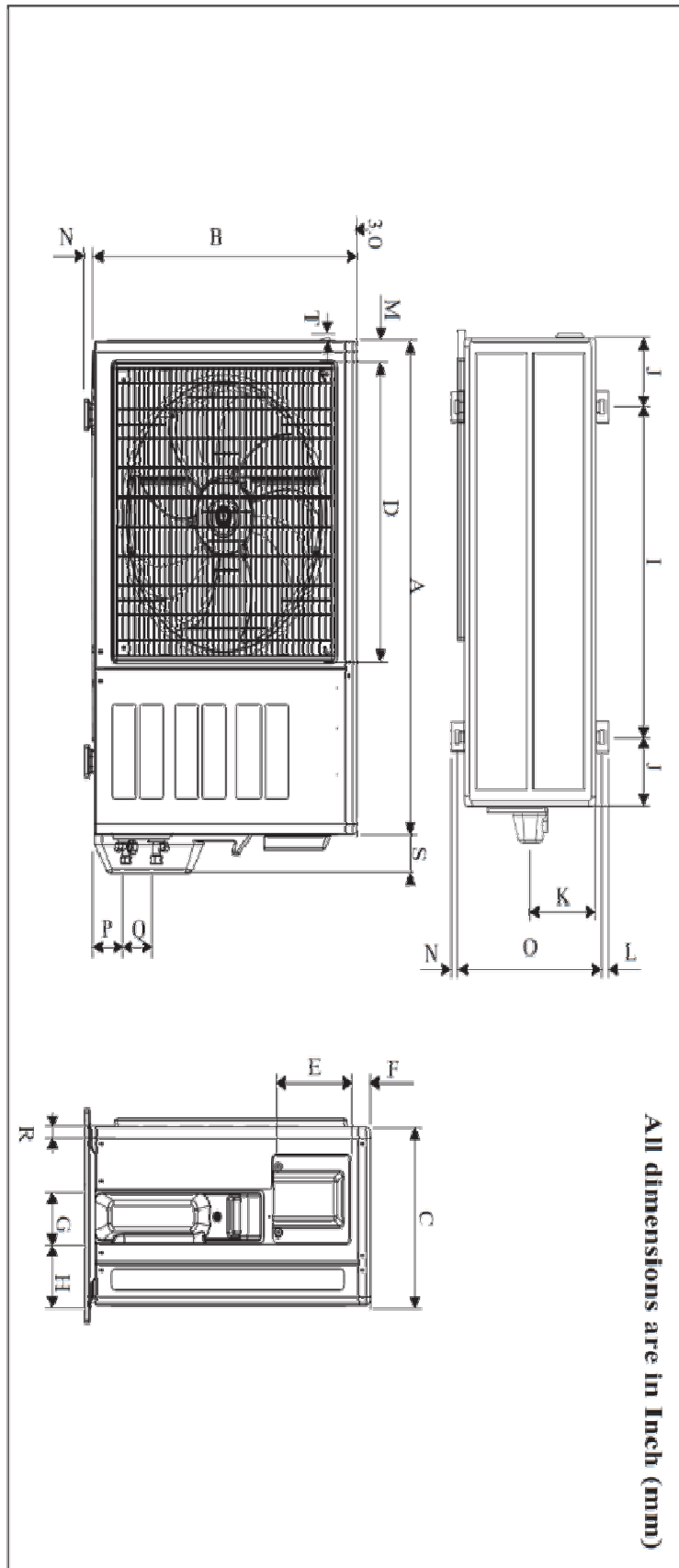
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Model	Dimension		
18/24	A	B	C
	46-1/8 (1172)	12-5/8 (320)	9-1/2 (242)





Model	Dimension	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
18		33-11/16 (855)	24-3/4 (628)	12-15/16 (328)	20-1/2 (520)	7-1/16 (179)	5-3/4 (46)	4 (101)	4-7/16 (113)	23-3/4 (603)	4-15/16 (126)	6-7/16 (164)	9/16 (15)	1-5/16 (34)	15/16 (23)	14-1/4 (362)
24		33-11/16 (855)	28-3/4 (730)	12-15/16 (328)	20-1/2 (520)	7-1/16 (179)	5-3/4 (46)	4 (101)	4-7/16 (113)	23-3/4 (603)	4-15/16 (126)	6-7/16 (164)	9/16 (15)	1-5/16 (34)	15/16 (23)	14-1/4 (362)
Model	Dimension	P	Q	R	S	T										
18		2-7/8 (73)	2-15/16 (75)	5/16 (8)	2-5/8 (67)	1/4 (7)										
24		2-7/8 (73)	2-15/16 (75)	5/16 (8)	2-5/8 (67)	1/4 (7)										



# FTXB18AXVJU / RXB18AXVJU Performance Tables



## Cooling Mode

AFR (CFM)	EWB	EDB	Outdoor temperature																	
			66.2°F			77.0°F			86.0°F			95.0°F			104.0°F			114.8°F		
			TC	SC	PI	TC	SC	PI	TC	SC	PI	TC	SC	PI	TC	SC	PI	TC	SC	PI
318	61.6°F	69.2°F	16971	11207	1.30	16371	10914	1.41	15762	10620	1.52	15130	10316	1.65	13893	9600	1.79	12826	9030	1.97
		74.6°F	16994	13419	1.30	16390	13112	1.41	15783	12807	1.52	15152	12489	1.65	13921	11664	1.79	12876	11005	1.97
		80.0°F	17128	15215	1.30	16558	14869	1.41	15976	14518	1.53	15374	14147	1.65	14186	13165	1.80	13198	12364	1.98
		85.4°F	17655	17655	1.31	17148	17148	1.42	16628	16628	1.54	16093	16093	1.67	14917	14917	1.81	13956	13956	2.00
		74.6°F	18719	10463	1.32	18063	10198	1.43	17400	9926	1.55	16711	9646	1.68	15358	8984	1.82	14198	8460	2.01
		80.0°F	18732	11971	1.32	18072	11701	1.43	17411	11433	1.55	16725	11156	1.68	15373	10436	1.82	14216	9886	2.01
	67.0°F	85.4°F	18761	14772	1.32	18113	14457	1.43	17473	14137	1.55	16810	13797	1.68	15478	12902	1.82	14359	12210	2.01
		90.8°F	18983	18983	1.32	18365	18365	1.43	17770	17770	1.55	17164	17164	1.69	15881	15881	1.83	14847	14847	2.02
		80.0°F	20594	10241	1.34	19881	9993	1.46	19157	9743	1.58	18408	9475	1.71	16927	8829	1.86	15669	8324	2.05
		85.4°F	20601	12480	1.34	19889	12214	1.46	19160	11937	1.58	18412	11653	1.71	16933	10908	1.86	15675	10344	2.05
		90.8°F	20612	14575	1.34	19899	14298	1.46	19174	14014	1.58	18425	13724	1.71	16955	12884	1.86	15714	12239	2.05
		96.2°F	20679	16528	1.35	19996	16197	1.46	19302	15860	1.58	18600	15510	1.72	17152	14541	1.86	15948	13796	2.05
	72.4°F	69.2°F	17659	11688	1.31	17021	11387	1.42	16376	11084	1.54	15707	10772	1.66	14412	10030	1.81	13296	9440	1.99
		74.6°F	17712	14187	1.31	17075	13855	1.42	16436	13524	1.54	15772	13184	1.67	14490	12300	1.81	13394	11608	1.99
		80.0°F	17925	16114	1.31	17323	15738	1.42	16725	15334	1.54	16125	14877	1.67	14886	13818	1.82	13869	12926	2.00
		85.4°F	18672	18672	1.32	18132	18132	1.43	17579	17579	1.56	17008	17008	1.69	15759	15759	1.83	14730	14730	2.03
		74.6°F	19454	11058	1.33	18761	10780	1.44	18058	10499	1.56	17331	10210	1.69	15916	9514	1.84	14704	8968	2.02
		80.0°F	19488	12736	1.33	18793	12455	1.44	18090	12173	1.56	17364	11884	1.70	15954	11110	1.84	14749	10519	2.03
67.0°F	85.4°F	19581	15712	1.33	18900	15372	1.44	18223	15028	1.57	17527	14660	1.70	16137	13708	1.84	14972	12950	2.03	
	90.8°F	19908	19908	1.34	19301	19301	1.45	18686	18686	1.57	18066	18066	1.71	16734	16734	1.86	15645	15645	2.05	
	80.0°F	21375	10826	1.36	20623	10572	1.47	19856	10305	1.59	19067	10027	1.73	17521	9352	1.87	16206	8824	2.06	
	85.4°F	21401	13285	1.36	20647	13010	1.47	19877	12720	1.59	19089	12423	1.73	17544	11635	1.87	16229	11041	2.06	
	90.8°F	21440	15568	1.36	20695	15270	1.47	19935	14959	1.60	19150	14640	1.73	17618	13732	1.88	16330	13038	2.07	
	96.2°F	21572	17598	1.36	20876	17265	1.47	20146	16906	1.60	19414	16512	1.74	17911	15452	1.88	16699	14577	2.08	
430	61.6°F	69.2°F	18313	12197	1.32	17641	11887	1.43	16964	11574	1.55	16261	11250	1.68	14914	10478	1.82	13748	9861	2.01
		74.6°F	18409	14821	1.32	17739	14469	1.43	17072	14115	1.55	16382	13744	1.68	15046	12826	1.82	13900	12093	2.01
		80.0°F	18705	16984	1.33	18093	16546	1.44	17482	16082	1.56	16855	15585	1.69	15576	14437	1.83	14514	13479	2.02
		85.4°F	19641	19641	1.34	19066	19066	1.45	18480	18480	1.57	17872	17872	1.71	16548	16548	1.86	15455	15455	2.05
		74.6°F	20156	11699	1.34	19427	11410	1.45	18688	11117	1.58	17928	10816	1.71	16453	10083	1.85	15190	9511	2.04
		80.0°F	20215	13535	1.34	19489	13226	1.46	18756	12916	1.58	18000	12600	1.71	16527	11784	1.85	15274	11148	2.04
	67.0°F	85.4°F	20382	16657	1.35	19661	16294	1.46	18957	15921	1.58	18230	15522	1.71	16785	14497	1.86	15582	13665	2.05
		90.8°F	20824	20824	1.35	20215	20215	1.47	19592	19592	1.59	18946	18946	1.73	17552	17552	1.88	16415	16415	2.07
		80.0°F	22117	11444	1.37	21331	11194	1.48	20529	10913	1.61	19703	10626	1.74	18098	9915	1.89	16726	9363	2.08
		85.4°F	22163	14109	1.37	21373	13842	1.48	20570	13540	1.61	19743	13233	1.74	18140	12391	1.89	16777	11747	2.08
		90.8°F	22240	16535	1.37	21471	16246	1.49	20681	15904	1.61	19868	15553	1.75	18279	14578	1.89	16934	13835	2.09
		96.2°F	22437	18670	1.37	21735	18330	1.49	20983	17929	1.62	20229	17484	1.75	18691	16308	1.90	17435	15353	2.10

## Heating Mode

Indoor DB°F	Outdoor WB°F											
	5.0		14.0		23.0		32.0		42.8		50.0	
	TC	PI	TC	PI	TC	PI	TC	PI	TC	PI	TC	PI
60.8	8981	1.14	11141	1.23	13302	1.30	15493	1.38	18086	1.48	19814	1.54
64.4	8888	1.20	11049	1.28	13240	1.36	15400	1.44	17993	1.53	19721	1.60
68.0	8796	1.25	10956	1.34	13148	1.41	15308	1.50	17900	1.59	19629	1.66
69.8	8765	1.28	10925	1.37	13086	1.44	15246	1.52	17870	1.62	19598	1.68
71.6	8703	1.31	10895	1.39	13055	1.47	15215	1.55	17808	1.65	19536	1.71
75.2	8611	1.37	10802	1.45	12962	1.53	15123	1.61	17715	1.70	19444	1.77

Remark:

AFR: Air flow rate (CFM)

EWB: Entering Wet Bulb Temp. (°F)

EDB: Entering Dry Bulb Temp. (°F)

TC: Total Cooling Capacity (Btu/h)

SC: Sensible Cooling Capacity (Btu/h)

PI: Power Input (kW)

Notes:

1. Ratings shown are net capacities.
2.  Shows nominal capacities.
3. Direct interpolation is permissible. Do not extrapolate.

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