



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS  
 PROCUREMENT DEPARTMENT  
 P.O. BOX 310  
 BRONSON, FL 32621  
 PHONE: (352) 486-5218 EXT 2  
 FAX: (352) 486-5167  
 EMAIL: [TRETHERWAY-ALI@LEVYCOUNTY.ORG](mailto:TRETHERWAY-ALI@LEVYCOUNTY.ORG)

COVER PAGE

ITB\_2023\_014 – AIR CONDITIONING REPLACEMENT LEVY COUNTY GOVERNMENT CENTER AUDITORIUM

LAST DAY FOR QUESTIONS: 7/27/2023 – 4:00 PM Est.

DUE DATE AND TIME: 8/2/2023 – 12:00 PM Est.

SUMMARY OF SCOPE: Levy County is seeking bids for the provision of selecting a contractor for the replacement of four (4) Air Conditioning units at the Levy County Government Center Auditorium located at 310 School Street, Bronson, FL 32621.

SUBMITTAL OF BID: Levy County only accepts electronic submittals through “E-Bidding” on the DemandStar platform [www.DemandStar.com](http://www.DemandStar.com). In order to submit a bid in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to the Bid, contact Ali Tretheway, Procurement Coordinator at [Tretheway-ali@levycounty.org](mailto:Tretheway-ali@levycounty.org).

ITEMS THAT MUST BE INCLUDED WITH BID: Submitting an incomplete document may deem the bid non-responsive, causing rejection. Please check each box for each item submitted with bid. Prior to submitting my bid, I have verified that all forms are attached and are considered as part of my bid:

- COVER PAGE
- ATTACHMENT “1” BID PRICING FORM
- ATTACHMENT “2” SUBCONTRACTOR LIST FORM
- SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM
- NON-COLLUSION AFFIDAVIT FORM
- BID SIGNATURE FORM
- DRUG-FREE WORKPLACE FORM
- CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM
- CERTIFICATE OF INSURABILITY – AS NOTED IN PART 2, SUBSECTION 2.11
- EVIDENCE THAT THE BIDDER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- COPIES OF ANY APPLICABLE AND CURRENT LICENSE OR CERTIFICATIONS REQUIRED
- VENDOR INFORMATION FORM
- W9

Company Name: Johnson Controls  
 Name: \_\_\_\_\_  
 Address: 4603 NW 6th Street Gainesville, FL 32609  
 Mailing Address (if Different): \_\_\_\_\_  
 Email Address (Required): Jeremy.b.L.Switley@JCF.com  
 Telephone: 352-213-7068 FEIN: \_\_\_\_\_

By signing the form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

DATE SUBMITTED: 8/2/23

AIR CONDITIONING REPLACEMENT LEVY COUNTY GOVERNMENT CENTER AUDITORIUM

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ADVERTISEMENT  
BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA  
INVITATION TO BID

Notice is hereby given that Levy County, Florida will be receiving sealed bids via "E-Bidding" at [www.DemandStar.com](http://www.DemandStar.com), for

ITB\_2023\_014

**AIR CONDITIONING REPLACEMENT LEVY COUNTY GOVERNMENT CENTER AUDITORIUM**

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from firms or companies for the provision of selecting a contractor for the replacement of four (4) Air Conditioning Units, as described in the Invitation Bid documents.

LEVY COUNTY GOVERNMENT CENTER

310 SCHOOL STREET

BRONSON, FL 32621

**BID DUE DATE: 12:00 P.M., EST, Wednesday, August 2, 2023**

**E-BID OPENING DATE: 12:15 P.M., EST, Wednesday, August 2, 2023**

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218 ext. 2, or online through the DemandStar system by Onvia at [www.DemandStar.com](http://www.DemandStar.com). If you have any questions, please call Ali Tretheway, Procurement Coordinator.

Chiefland Citizen:

Date(s): 7/17/2023, 7/20/2023

# STATEMENT OF NON-SUBMITTAL

Levy County  
Board of County Commissioners  
310 School Street  
Bronson, FL 32621  
(352) 486-5218

If you do not intend to submit a response to the Invitation to Bid, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **INVITATION TO BID FOR AIR CONDITIONING REPLACEMENT LEVY COUNTY GOVERNMENT CENTER AUDITORIUM** for the following reason(s):

- Insufficient time to respond to the Invitation to Bid
- We do not offer this service
- Our schedule would not permit us to perform
- Unable to meet bond/insurance requirements
- Unable to meet bid specifications or scope of anticipated services
- Specifications are unclear (explain below)
- Remove us from your vendors' list for this service
- Other (specify below)

Remarks: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

# PART 1 – SCOPE OF WORK

ITB\_2023\_014

## AIR CONDITIONING REPLACEMENT LEVY COUNTY GOVERNMENT CENTER AUDITORIUM

- 1.1. **DESCRIPTION OF WORK:** The Levy County Board of County Commissioners is seeking bids for the replacement of four (4) Air Conditioning Units at the Levy County Government Center Auditorium located at 310 School Street, Bronson, FL 32621.
- 1.2. **CURRENT SYSTEM:** The Levy County Government Center Auditorium currently has four (4) 4-ton Air Handlers, each has a 10kw heat strip on a 50 amp breaker. The Condenser we have is a 4-ton heat pump with a 30 amp (3 phase) breaker. The copper line set is 7/8 & 3/8.
- 1.3. **GENERAL REQUIREMENTS AND SPECIFICATIONS:** The Contractor shall furnish and/or install and/or construct all necessary items and equipment that meets the following scope of work for the replacement of four (4) Air Conditioning Units at the Levy County Government Center Auditorium, as applicable, contained in this ITB:
  - 1.3.1. The Contractor shall install four (4) 4-ton Air Handlers with 10kw 50 amp breakers.
  - 1.3.2. The Contractor shall install four (4) Condensers with a 4-ton heat pump 30 amp (single phase) breaker and the copper line shall be 7/8 & 3/8.
  - 1.3.3. The Contractor shall install return vent grills in doors behind the stage.
  - 1.3.4. The Contractor shall replace and install all four (4) thermostats with 2 heat 1 cool non-programmable thermostats.
  - 1.3.5. Obtain all necessary permits.
- 1.4. **DIAGRAM:** Attachment "A" can be found in Part 4 - Required and Optional Forms in this ITB.

The equipment supplied by the Contractor and the installation performed by the Contractor shall conform to and comply with all existing federal, state, and local statutes, laws, rules, regulation, and ordinances, including but not limited to all Levy County codes and regulations. In addition, the work shall be accomplished in accordance with the best management and professional methods and standards of the trade.

The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the employees and all person in or around the work area, and for compliance with all local, State of Florida and Federal statutes and regulations.

All written documentation provided by the Contractor to the County shall become property of the County without restrictions.

END OF PART 1

## PART 2 – INTENT AND GENERAL INFORMATION

ITB\_2023\_014

### AIR CONDITIONING REPLACEMENT LEVY COUNTY GOVERNMENT CENTER AUDITORIUM

Thank you for your interest in working with Levy County. Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

- 2.1. INTENT:** It is the intent of Levy County ("County") to award a contract to the lowest responsive responsible bidder, qualified by experience and solvency, with proven reliability and the ability for the replacement of four (4) Air Conditioning Units at the Levy County Government Center Auditorium, and subject to provisions of this Invitation to Bid ("ITB"). Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify the above requirements.
- 2.2. QUESTIONS AND ADDENDA:** There shall not be any contact between a potential bidder/bidder or the representative(s) and any member of County Staff or County Commissioners regarding this Project or ITB.

The County will not respond to verbal (in person or phone) questions regarding this ITB. Bidder must submit written questions (via fax, email, mail or hand delivery) to the Procurement Coordinator at P.O. Box 310 or 310 School Street, Bronson, Florida 32621; Fax Number: (352) 486-5167; email: [Tretheway-ali@levycounty.org](mailto:Tretheway-ali@levycounty.org).

All questions must be received by the County prior to the deadline to receive a response. The County will respond to each question and will issue written addenda for any supplemental instructions or clarifications to the ITB. All addenda will be sent to all bidders who receive the ITB from the County and will also be posted on DemandStar. Each bidder must acknowledge receipt of addenda as part of its bid and is presumed to have read and be thoroughly familiar with the provisions of this ITB and its addenda.

- 2.3. HOW TO SUBMIT A BID:** The County only accepts electronic submittals through "E-Bidding" on the DemandStar platform. In order to submit a response to this solicitation the bidder must be registered with DemandStar. The bidder's complete bid should be uploaded in PDF format unless the ITB specifically states otherwise. Any bid that is attempted to be submitted after the due date and time will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading of a bid caused by any issues a bidder may experience in attempt to upload on the DemandStar platform or caused by any other occurrence. A bidder should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its bid.
- 2.4. HOW TO ASSEMBLE YOUR BID:** Bids shall be submitted on the Required and Optional Forms (herein "Bid Forms" or "bid forms") supplied by the County, or duplicates thereof and attached thereto, or as specified. Bidders shall indicate the number of calendar days required of delivery of goods/services (if applicable).

Any erasures or other corrections in the bid forms must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The following documents must accompany any bid submitted in the order identified below. Please do not include items not requested. A submittal returned without these documents may deem the bid non-responsive. Levy County reserves the right to request additional information from any bidder prior to award.

- COVER PAGE
- ATTACHMENT "1" BID PRICING FORM\*
- ATTACHMENT "2" SUBCONTRACTOR LIST FORM

- SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM
- NON-COLLUSION AFFIDAVIT FORM
- BID SIGNATURE FORM
- DRUG-FREE WORKPLACE FORM \*\*
- CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM
- CERTIFICATE OF INSURABILITY -- AS NOTED IN SUBSECTION 2.11
- EVIDENCE THAT THE BIDDER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- COPIES OF ANY APPLICABLE AND CURRENT LICENSE OR CERTIFICATIONS REQUIRED
- VENDOR INFORMATION FORM
- W9

\* Bids shall be made only on the form included in this packet (Part 4 Attachment 1 Bid Pricing Form). Bid forms must be signed by the owner or other authorized individuals.

\*\* It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid forms. In the event of a tie bid, the submittal of a completed Drug Free Workplace Form may be used as a basis for awarding the contract.

- 2.5. WITHDRAWAL OF BIDS:** Modifications to or withdrawal of a bid may be made up to the deadline. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- 2.6. CRITERIA FOR AWARD:** Award of this bid shall be to the overall lowest responsive, responsible bidder meeting or exceeding the requirements of this ITB.  
The County reserves the right to reject the bid of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) days from the date of this notice to dispute the determination and to provide to County any additional information it deems relevant regarding bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.
- 2.7. BID GUARANTEE:** The bid once signed and submitted guarantees that the bidder will not withdraw its bid for a period of 90 days after the scheduled time for opening bids.
- 2.8. ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:
- 2.8.1.** Obviously misplaced decimal points will be corrected.
  - 2.8.2.** In case of discrepancy between unit price and extended price, the unit price will govern.
  - 2.8.3.** Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

- 2.9. BID PREPARATION & SUBMITTAL EXPENSES:** The County is not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this ITB.
- 2.10. ALL-INCLUSIVE COST:** The bid shall include all expenses necessary to complete the delivery of products or provide the services described in this ITB.
- 2.11. INSURANCE REQUIREMENTS:** Bidder shall submit a Certificate of Insurability with its bid, evidencing its ability to at its sole cost and expense, procure and maintain throughout the term of the contract, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida Law. In addition, for those policies that are allowed by law to carry an additional named insured, contractor will provide endorsed certificates of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the ITB/project name on the certificate generated and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

Coverage and limits for the insurance required herein shall be as follows:

- 2.11.1. Workers Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- 2.11.2. Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
- 2.11.3. Public liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- 2.11.4. Commercial General Liability – Occurrence Form Required:** Contractor/vendor shall maintain Commercial General Liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- 2.11.5. Commercial Automobile Insurance:** Contractor/vendor shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-hired autos). The policy shall be endorsed to provide contractual liability coverage.
- 2.12. BID TABULATIONS:** In accordance with Section 119.071(1)(b)2, Fla. Stat.: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Fla. Stat., and s. 24(a), Art. I of the State Constitution, except as provided by Section 255.0518, Fla. Stat., until such time as



the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if a bidder wishes to obtain the intended decision, a bidder may do so by visiting the DemandStar website. No information regarding the submittal will be divulged over the telephone.

- 2.13. RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduce requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.
- 2.14. CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Fla. Stat., such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for County.
- 2.15. COLLUSION:** If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its bid, or it is discovered that collusion existed between Contractor and any other bidders or parties, the responses of all participants in such collusion will be rejected and/or the Contract be terminated and no participants in the collusion will be considered in future procurement processes for all work.

**END OF PART 2**

## PART 3 – GENERAL CONDITIONS

**3.1 FORM OF CONTRACT:** Upon award of the bid by the County, the submitted bid forms signed by the bidder, together with the complete bid documents and any terms contained in a purchase order issued by the County, shall constitute a binding contract (the "contract" or "agreement"). The bidder shall be required to perform according to the bidder's submitted Bid Forms and the County's bid documents when a purchase order signed by the Procurement Coordinator or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and a Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the bid package, Bid Forms, or purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties. A successful bidder to whom a contract is awarded pursuant to this ITB may be sometimes referred to herein as "successful bidder" or "contractor" or "vendor."

**3.2 NOTICE TO PROCEED/DELIVERY:** After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, the successful bidder/contractor shall acknowledge receipt of the same by either fax or mail, and shall commence processing of order so that the agreed upon delivery date will be satisfied.

**3.3 PAYMENT:** Request for payment must be submitted to the receiving department on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (Sections 218.70 through 218.79, Fla. Stat.).

**3.4 PERFORMANCE EVALUATION:** At the end of the contract, if awarded, the receiving department may evaluate the contractor's performance. This evaluation will become public record.

**3.5 QUALITY GUARANTEE:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the successful bidder represents to the County the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to the County any money which has been paid for the same. The successful bidder will be responsible for reasonable attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

**3.6 TAXES:** The Contractor shall assume liability for local, state, or federal tax that is applicable to the goods or work.

**3.7 ASSIGNMENT:** The agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by contractor without prior written consent of the County.

**3.8 CANCELLATION/TERMINATION OF CONTRACT:** The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the contractor 30 days' written notice by certified mail.

It is expressly understood by the County and the contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Levy County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

**3.9 INDEMNITY:** A contractor that enters into a contract as a result of this ITB, shall defend, indemnify and hold harmless County and all County's elected officials, officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such goods and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of an agreement resulting from this ITB. Compliance with any insurance requirements required elsewhere within an agreement resulting from this ITB shall not relieve contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision.

**3.10 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the bid package, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless otherwise stated in these bid documents, any manufacture's names, trade names, brand names, patented process, information or catalog numbers listed in a specification are to establish a standard of quality for information and not intended to limit competition. If the bid documents do not state that a substitution is not allowed for any particular manufacturer, trade name, brand name, patented process, information or catalog number, the bidder may offer any substitute for which it is an authorized representative, or which meets or exceeds the specifications for any item listed in this bid. At the request of the County, the bidder shall submit cuts, sketches, or descriptive literature and/or complete specifications for said substitute item(s). The County reserves the sole right to determine acceptance of the substitute item(s) as an approved equivalent for the item(s) set out in the applicable bid specification.

**3.11 PUBLIC ENTITY CRIMES:** In accordance with Section 287.133(2)(a), Fla. Stat., "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

**3.12 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in publicly traded corporation, or an employee of the contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his/her probation requirements.

**3.13 EQUAL EMPLOYMENT OPPORTUNITY:** The County, in accordance with the provisions of Title VI of Civil Rights Act of 1964 and the Regulations of the Department of Commerce issued pursuant to such Act, hereby notifies Contractor that the Contractor shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, and Levy County Resolution 2011-59, all as the same may be amended. Specifically, but without limitation, the Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded by this Agreement.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notes setting forth the provision of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics or marital status.
- If requested by the County, Contractor shall submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be necessary to determine compliance with non-discrimination laws.

**3.14 REGULATIONS:** it shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply. Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Levy County will apply to any resulting contract.

REMAINDER OF COLUMN INTENTIONALLY LEFT BLANK

**3.15 COMPLIANCE WITH LAWS; PUBLIC RECORDS:** Bidder shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement. In addition to compliance with any other laws as required by Section 119.071, Florida Statutes, the following notice is given regarding the Bidder's duty to comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended and to retain and maintain any public record created pursuant to this Contract by either party. Failure to comply with the provision of this subsection shall constitute a breach of contract. Specifically, but not by way limitation. Bidder shall:

- i. Keep and maintain public records required by County to perform the services;
- ii. Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
- iv. Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Fla. Stat., apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this ITB.

For purposes of this ITB, the term "custodian of public records" shall mean the County Coordinator of County, or his/her designee.

**IF THE SUCCESSFUL BIDDER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**EMAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**

**MAILING ADDRESS: P.O. BOX 310,  
BRONSON, FL 32621**

END OF PART 3

PART 4 – REQUIRED AND OPTIONAL FORMS  
(Forms begin on the following page)

ATTACHMENT "1" BID PRICING FORM

The undersigned, as bidder, does hereby declare that he/she has read the Invitation to Bid, Scope of Work, Intent and General Information, General Conditions, Bid Form and Required and Optional Forms, any addenda that may have been issued, and any other documentation required for ITB\_2023\_014, Air Conditioning Replacement Levy County Government Center. Total bid price shall constitute the cost portion of the determination of bid award.

Total bid price to furnish and/or install and/or construct all necessary items and equipment that meets the scope of work and all requirements therefor contained in this Invitation to Bid:

\$ 53,317.00

Time for completion of the work bid in the above noted bid price after notice to proceed:

30 Days

Bids shall be firm for the contract period. Please list any substitutions (if any), on a separate page.

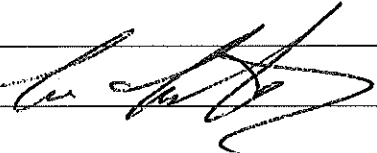
Name of Business: Johnson Controls, Inc.

Contact Person: Jeremy Swilley

Email Address: Jeremy.b1.swilley@jci.com

Phone Number: 352-213-7068

Date: 08/02/2023

Authorized Signature: 

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ATTACHMENT "2" SUBCONTRACTOR LIST

The following subcontractors will be used for the Air Conditioning Replacement at the Levy County Government Center Auditorium. If bidder does not have a subcontractor or subcontractors, insert "To be Determined." When a source or subcontractor is determined, selection will be subject to County approval. If not applicable, stat N/A.

Subcontractor(s):

1. None
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Name of Firm Submitting Bid: \_\_\_\_\_

OR

Name of Person Submitting Bid: \_\_\_\_\_

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

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crime

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

1. This sworn statement is submitted to Levy County

By Jeremy Swilley Sales Representative  
(Print this individuals name and title)

For Johnson Controls, Inc.  
(Print name of entity submitting statements)

Whose business address is 4603 NW 6<sup>th</sup> street Gainesville FL, 32609

and if applicable whose Federal Employer Identification Number (FEIN) is 39-0380010.

If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months AND (Please indicate which additional statement applies).

The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

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

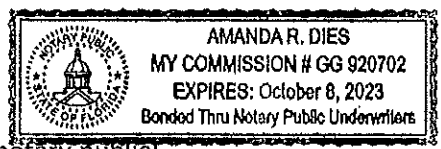
[Signature]  
(Signature)

State of FL

County of Alachua

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2 day of August, 2023, by Jeremy Switley (name), as Sales Representative (title) for Johnson Controls Inc (name of bidder) Personally known  OR Produced Identification  \_\_\_\_\_ (type of identification).

Amanda R. Dies  
(Signature) Notary Public



(SEAL)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

My Commission expires \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**



NON-COLLUSION AFFIDAVIT

I, Jeremy Swilley of the County of Alachua

According to law on my oath, and under penalty of perjury, depose and say that:

- 1. I am the sales representative of the firm of Johnson Controls providing that I executed the said bid with full authority to do so.
- 2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
- 3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

[Signature]  
(Signature of Proposer Representative)

8/2/23  
(Date)

State of FL  
County of Alachua

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2 day of August, 2023, by Jeremy Swilley (name), as Sales Representative (title) for Johnson Controls Inc (name of bidder).  
Personally known  OR Produced Identification  (type of identification).

Amanda R Dies  
(Signature) Notary Public



(SEAL)

(Printed, typed or stamped commissioned name of notary public)

My Commission expires \_\_\_\_\_

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BID SIGNATURE FORM

The undersigned attests to his/her authority to submit this bid and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Invitation to Bid package, and any other documentation relating to the Invitation to Bid, and that this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein, and that the prices bid herein are guaranteed for a period of ninety (90) days following the due date for bids.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: Johnson Controls, Inc.

Home Office Address: 4603 NW 6<sup>th</sup> street

City, State, Zip: Gainesville FL 32609

Address (Servicing Levy County if Different from Above): \_\_\_\_\_

Name/Title of Levy County Representative (Bidder): Jeremy Swilley / Sales Rep

Email: Jeremy.Swilley@JCI.com

Telephone: 352-212-7068 Fax: \_\_\_\_\_

Signature: [Signature] Date: 8/2/23

Is Bidder a small or minority business, women's business enterprise, or labor surplus area firm?  Yes  No

As addenda are considered binding as if contained in the original Invitation to Bid, it is critical each Bidder acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_

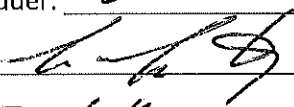
**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Section 287.087, Florida Statutes hereby certifies that the Bidder \_\_\_\_\_ Johnson Controls, Inc. \_\_\_\_\_ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, 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 State 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.

Name of Bidder: Johnson Controls  
Signature:  Luis Leitao  
Title: Install manager  
Date: 8/2/23

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All bidders must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All bidders must also disclose the name of any employee, agent lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this ITB. All bidders are also required to include a disclosure statement of any potential conflict of interest that the bidder may have due to other clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

\_\_\_\_\_

Names of County Officer or Employee that owns five percent (5%) or more in Bidders Firm:

\_\_\_\_\_

Names of applicable person(s) who have received compensation:

\_\_\_\_\_

Description of potential conflict(s) with other clients, contracts or interests:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

None of the above applicable:

Signature: 

Printed Name: Luis Hei Foo

Bidder Name: Johnson Contacts

Date: 8/2/23

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION FORM

DATE: August 2 2023

COMPANY NAME: Johnson Controls

PHYSICAL ADDRESS: 4603 NW 6th street

MAILING ADDRESS: \_\_\_\_\_

CITY: Gainesville STATE: FL ZIP: 32609

TELEPHONE NUMBER: 352-213-7068

FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FEID NUMBER: \_\_\_\_\_ OR SSN: \_\_\_\_\_

CONTACT PERSON: Jeremy Swilley

TITLE: Service Sales Rep

CONTACT NUMBER: 352-213-7068

\*\*\*\*\*

The information requested above is necessary to update our files or to add your name to the County's vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>JOHNSON CONTROLS INC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>E</u>  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>5757 N Green Bay Ave</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Milwaukee WI 53209</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	9	-	0	3	8	0	0	1	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/6/2023
------------------	----------------------------	-----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*