

FLORIDA
DEPARTMENT OF HEALTH (DOH)
ITB DOH DOH13-075



INVITATION TO BID (ITB)
FOR
Air Conditioning Maintenance

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SECTION 1.0: INTRODUCTORY MATERIALS

1.1. Statement of Purpose

The purpose of this Invitation to Bid (ITB) is to obtain competitive prices for Air Conditioning Maintenance for six (6) Pinellas County Health Department locations. (St. Petersburg, Mid County, Largo, Clearwater, Pinellas Park and Tarpon Springs)

1.2. Scope of Service

Detailed specifications for this solicitation are provided as **Attachment A** in this ITB.

1.3. Definitions

Bidder: the vendor or entity that submits materials to the Department in accordance with these instructions.

Bid and Response: the complete written response of the Bidder to the Invitation to Bid, including properly completed forms, supporting documents, and attachments.

Business hours: 8 A.M. to 5 P.M. Eastern Time, Monday-Friday, excepting state holidays.

Calendar days: all days, including weekends and holidays.

Contract: the formal agreement or order that will be awarded to the successful Bidder under this Invitation to Bid, unless indicated otherwise.

Department: the Department of Health; may be used interchangeably with DOH.

Minor Irregularity: as used in the context of this solicitation, indicates a variation from the ITB terms and conditions which does not affect the price of the Bid, or give the Bidder an advantage or benefit not enjoyed by other Bidders, or does not adversely impact the interests of the Department.

Order: as used in the context of this solicitation refers to a Purchase Order or a Direct Order.

Provider: the business entity awarded a contract by the Department in accordance with the Bid submitted by that entity in response to this ITB.

Vendor Bid System and VBS: refers to the State of Florida internet-based vendor information system at: http://myflorida.com/apps/vbs/vbs_main_menu.

SECTION 2.0: PROCUREMENT PROCESS, SCHEDULE & CONSTRAINTS

2.1. Procurement Officer

The Procurement Officer assigned to this solicitation is:

Florida Department of Health
Attention: Pankaj Doshi
205 Dr. Martin Luther King Jr. St. N.
St. Petersburg, FL 33701
Fax: 727-820-4296
Email: Pankaj.doshi@flhealth.gov

2.2. Restriction on Communications

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

2.3. Term

It is anticipated that the Contract resulting from this ITB will be for a one (1) year period from July 1, 2014 or the Contract execution date whichever is later, subject to renewal as identified in **Section 4.2.**

2.4. Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	May 5, 2014	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Site Visit Pre-Bid Conference	May 14, 2014 9:00 AM	St. Petersburg Health Department 205 Dr. Martin Luther King Jr. St. N St. Petersburg, FL 33701 Will also travel to the other five (5) centers,

Questions Submitted in Writing	Must be received PRIOR TO: May 19, 2014 5:00 PM	Submit to: Florida Department of Health St. Petersburg, FL Attention: Pankaj Doshi 205 Dr. Martin Luther King Jr. St. N St. Petersburg, FL 33701 E-mail: Pankaj.doshi@flhealth.gov
Answers to Questions (Anticipated Date)	May 22, 2014	Posted to Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Bids Due and Opened	Must be received PRIOR TO: June 10, 2014 1:00 PM	Submit to: Florida Department of Health St. Petersburg, FL Attention: Pankaj Doshi 205 Dr. Martin Luther King Jr. St. N St. Petersburg, FL 33701
Anticipated Posting of Intent to Award	June 13, 2014	Posted to the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu

2.5. Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the Bidder to be aware of any addenda that might affect their Bid.

2.6. Site Visit

A **Mandatory** site visit will be held at the time and location indicated in the Timeline. The site visit will provide Bidders with an opportunity to tour the facilities identified in this ITB.

Attendance at the mandatory site visit is a prerequisite for the acceptance of a bid response. Only Bidders that complete the attendance sheet for the mandatory site visit will be considered responsive.

2.7. Pre-Bid Conference

A Mandatory pre-bid conference will be held at the time and location indicated in the Timeline. Bidders may ask questions and seek clarification during the pre-bid conference and submit written questions by the time set forth in the Timeline.

The Department may answer any questions at the pre-bid conference or defer them to a later date as identified in the Timeline. Only written answers are binding. Attendance at the mandatory pre-bid conference is a prerequisite for the acceptance of a bid response. Only Bidders that complete the attendance sheet for the mandatory pre-bid conference will be considered responsive.

2.8. Inquiries

This provision takes precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed in 2.4, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.9. Basis of Award

A single award Solicitation will be made to the responsive, responsible Bidder offering the lowest price for items requested in this ITB.

2.10. Identical Tie Bids

Where there is identical pricing from multiple bidders, the Department will determine the order of award in accordance with Florida Administrative Code Rule 60A-1.011.

2.11. Protests

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the U.S. Postal Service, a private delivery service, in person, or by facsimile during business hours (8:00 a.m. - 5:00 p.m., Eastern time) will be accepted. Documents received after hours will be filed the following business day. **No filings may be made by email or any other electronic means.** All filings must be made with the Agency Clerk ONLY and are only considered "filed" when stamped by the official stamp of the Agency Clerk. It is the responsibility of the filing party to meet all filing deadlines.

The Agency Clerk's mailing address is:

Agency Clerk
Florida Department of Health
4052 Bald Cypress Way, BIN A-02
Tallahassee, Florida 32399-1703
Telephone No. (850) 245-4005

The Agency Clerk's physical address for hand deliveries is:

Agency Clerk, Department of Health
2585 Merchants Row Blvd.
Tallahassee, Florida 32399
Fax No. (850) 410-1448

SECTION 3.0: INSTRUCTIONS FOR BID SUBMITTAL

3.1. General Instructions to Respondents (PUR 1001)

This section explains the General Instructions to Bidders (PUR 1001) of the solicitation process, and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Bid. <http://dms.myflorida.com/content/download/2934/11780>

The terms of this solicitation will control over any conflicting terms of the PUR1001.

3.2. Instructions for Submittal

1. Bidders are required to complete, sign, and return the "Price Page" with the bid submittal. **(Mandatory Requirement)**
2. Bidders must submit all technical and pricing data in the formats specified in the ITB.
3. Submit one (1) original bid and one electronic copy of the bid on CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
4. Bids may be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated in the Timeline.
5. Bids submitted electronically will NOT be considered.
6. Bids must be submitted in a sealed envelope/package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
7. The Department is not responsible for improperly marked Bids.
8. It is the Bidder's responsibility to ensure its submittal at the proper place and time indicated in the ITB Timeline.
9. The Department's clocks will provide the official time for Bid receipt.

Materials submitted will become the property of the State of Florida and accordingly, the State reserves the right to use any concepts or ideas contained in the response.

3.3. Cost of Preparation

Neither the Department of Health nor the State is liable for any costs incurred by a Bidder in responding to this solicitation.

3.4. Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records must be made available pursuant to the provisions of the Public Records Act. If the Bidder considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Bidder must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, the Bidder will provide the Department with a separate redacted paper and electronic copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy must contain the solicitation name, number, and the name of the Bidder on the cover, and must be clearly titled “**REDACTED COPY**”.

The Redacted Copy must be provided to the Department at the same time the Bidder submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder will be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder must protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Bidder in answer to a public records request for these records.

3.5. Price Page (Mandatory Requirement)

The Price Page is **Attachment B** of this ITB. It must be filled out as indicated, signed, and returned with the Bid response.

3.6. Documentation

Bidders must complete and submit the following information or documentation as part of their Bid:

3.6.1. Experience

Bidders must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use **Attachment C**, Experience Form of this ITB to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department’s determination of the Bidder’s responsibility. The Department’s determination is not subject to review or challenge.

3.6.2. Required Certifications

Bidders must sign and return with their Response the Required Certifications form, **Attachment D**.

3.7. Special Accommodations

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (850) 245-4199 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, at 1-800-955-8771 (TDD).

3.8. Responsive and Responsible

Bidders must complete and submit the following mandatory information or documentation as part of the Bid Package. Any bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified (**Section 2.4**).
- Bid Guarantee
- Attachment B – Price Page, completed, signed and returned with the Bid submittal
- Attachment D – required Certifications

3.9. Late Bids

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline (Refer to **Section 2.4**). Bids that are not received by the time specified will not be considered.

3.10. Bid Bond

All Bids must be accompanied by a surety bond in the amount of ten percent (10%) of the annual contract value and are conditioned upon the successful bidder submitting the specified performance bond specified in Section 4.8 within ten (10) calendar days following notice of award, in the form and manner required by the purchaser. Failure of a Bidder to provide the required bid bond in the manner stated will cause the Bid to be considered non-responsive to this solicitation. The bid bond will be returned, to all bidders, upon conclusion of the posting of a Notice of Agency Decision, except for the successful Bidder. The bid bond will be returned to the successful Bidder after the Contract is executed. The cost of the bid bond will be borne by the Bidder.

SECTION 4.0: SPECIAL CONDITIONS

4.1. **General Contract Conditions (PUR 1000)**

The General Contract Conditions (PUR 1000) form is a downloadable document incorporated in this solicitation by reference, that contains general contract terms and conditions that will apply to any contract resulting from this ITB, to the extent they are not otherwise modified. This document should not be returned with the Bid. <http://dms.myflorida.com/content/download/2933/11777>

The terms of this solicitation will control over any conflicting terms of the PUR1000. Paragraph 30 of PUR 1000 does NOT apply to this solicitation or any resulting contract.

4.2. **Renewal**

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis or for multiple years, for a total of up to three (3) years beyond the initial contract or for the total term of the contract, whichever is longer. Renewals must be in writing, made by mutual agreement, and be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

4.3. **Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Refer to **Attachment D: Statement of Non-Collusion**

4.4. **Certificate of Authority**

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapters 607, 608, 617, and 620, Florida Statutes, respectively prior to award.

4.5. **Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012. Florida Statutes must register in the

MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030, Florida Administrative Code. State agencies must not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 Florida Statutes, with any vendor not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Bidder must be registered in the MyFloridaMarketPlace system within five (5) days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

4.6. Minority and Service-Disabled Veteran Business-Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses that may be available for subcontracting or supplier opportunities.

4.7. Subcontractors

The successful Bidder may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the Contract resulting from this solicitation. Anticipated subcontract agreements known at the time of Bid submission and the amount of the subcontract must be identified in the Bid. If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the Bidder enters into with respect to performance under the Contract will in any way relieve the Bidder of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

4.8. Performance Bond

Within ten (10) days after notification of award, the successful Bidder must submit a performance bond in the amount of 100% of annual contract. If a successful Bidder fails to provide the required performance bond within the time designated it will forfeit its surety bond. The Department, in its sole discretion, will withdraw the award and proceed with the next lowest responsive bidder or procure. The bond must be renewed annually before the end of the Contract period and must be issued by a surety company licensed to do business in the State of Florida. The cost of the performance bond will be borne by the Bidder.

4.9. Commercial General Liability Insurance

The Contractor must secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect himself, any subcontractor(s), and the State of Florida. The Contractor must save and hold harmless and indemnify the

purchaser against any and all liability, claims, judgments or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage to any property resulting from the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contract, his subcontractor, or any of the employees, agents, or representatives of the contractor or subcontractor.

- A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a per occurrence limit of not less than \$200,000.
- B. General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than a per occurrence limit of \$1 million and an aggregate limit of \$2 million.
- C. Commercial Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than \$1 million combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser's premises.

Certificates of insurance coverage described above must be furnished by the awarded vendor on request of the Department.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.

4.10. Performance Measures

By statute, the resulting contract must contain performance measures. It is the Department's intent to require the Provider to complete one hundred percent (100%) of the deliverables as required by any contract resulting from this ITB.

4.11. Order Terms and Conditions

Bidders must be familiar with the Department's Order which contains administrative, financial and non-programmatic terms and conditions mandated by federal law, state statute, administrative code rule, or directive of the Chief Financial Officer.

Use of the Order is mandatory for Departmental Direct Orders issued in MFMP as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The Order terms and conditions are **Attachment E**

4.12. Conflict of Law and Controlling Provisions

Any contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida.

4.13. Termination

Termination shall be in accordance with Department of Health Purchase Order Terms and Conditions **Attachment E, Section 11**.

4.14. Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in Section 119.011(1), Florida Statutes, said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, must be made available for inspection and copying by any interested person upon request as provided in Chapter 119, Florida Statutes, or otherwise. It is expressly understood that the successful Bidder's refusal to comply with Chapter 119, Florida Statutes, will constitute an immediate breach of the Contract resulting from this ITB and entitles the Department to unilaterally cancel the Contract agreement. The successful Bidder will be required to promptly notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB must be retained by the successful Bidder for a period of six years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. During the records retention period, the successful Bidder agrees to furnish, when requested to do so, all documents required to be retained. Submission of such documents must be in the Department's standard word processing format (currently Microsoft Word 6.0). If this standard should change, it will be at no cost incurred to the Department. Data files will be provided in a format readable by the Department.

The successful Bidder must maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public must be permitted without delay.

Pursuant to Section 119.0701, Florida Statutes, the successful Bidder must keep and maintain public records that ordinarily and necessarily would be required by the Provider in order to perform the service; provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

ATTACHMENT A
Scope of Service

- A. REQUIREMENTS: Total maintenance of complete units. This coverage encompasses all parts, labor, material, mechanical components, drive motors, pumps, fans, compressors, belts, complete hot water boiler systems, dryers, strainers, electrical panels, condensing units, air handlers, duct repairs, oil, refrigerant(adding or replenishing), unit starters, controls, evaporators, control panels, system temperature controls, gages, zone controls, thermostats, air modulation boxes (VAV boxes), pneumatic lines, air cooled condenser, freight, travel, miscellaneous expenses, and all other parts that are not mentioned above that directly or indirectly affect the satisfactory operational condition of listed units including direct digital controls. Includes all electronic and mechanical repair and maintenance of all exhaust fans. This includes controls, motors, belts, pulleys, bearings and physical housing of units including duct work.**

Initial response to a service call (with verification of receipt of call and dispatch by contractor) must occur within a maximum of four (4) hours. Restoration of service must be within twenty-four hours after on site arrival. Exceptions are failed compressors and outages caused by (E)) below on page 15. Restoration of service within the exception category will be negotiated between the Pinellas Health Department and awarded contractor on a case by case basis. Cost of service as submitted on price page shall include unlimited service calls during the term of any awarded contract

- B. Monthly Maintenance: Factor a minimum of five (5) hours maintenance per location.**

1. Compressors:

Check oil level, system operation and unloading, starter contact for excessive pitting, operation for excessive vibration. Tighten all electrical connections.

2. Controls:

Tighten all electrical connections and check system interlocks.

3. Chiller Units:

Check operation of flow switches, system water strainers.

Check and calibrate freeze stat. and Check and clean condenser coil.

4. Air Handlers:

Check evaporator fan belts and drives, check and clean evaporator coil, drain pan and blower wheel.

Check and change prefilters and the main filters every two month.

5. Chilled Water Pumps:

Record Amp draw of motor, lubricate as needed

Check pump seal for leakage.

6. Control Air Compressors:

Check oil level in compressors

Record amp draw of all motors

Check belts and replace as necessary

Check auto drains for proper operation.

Ensure belt guards are in place

Check pressure switch and adjust as needed

Check air dryer and clean condenser coils as needed.

Check air dryer auto drain.

Check pressure regulator.

7. Operation:

Lubricate moving parts as per manufacturer's specification

Provide a written report on operating pressure, voltage and amperage.

All labor and repair shall be performed in a workmanship manner using accepted industry standards and procedures.

8. Direct Digital Control System:

Check and calibrate sensors

Check and move actuators through full range of motion.

Check controllers.

Check schedules and total system operation.

C. Annual Maintenance: Factor a minimum of sixteen (16) hours per location.

Meg compressor motor and evaporator and condenser fan motor and pump motors.

Test oil and change if needed.

Check and set oil pressure control, low and high pressure controls.

Check pump down cycle.

Dry run system interlocks.

Leak check system.

Calibrate unit thermostat.

Clean chilled water coil.

Set superheat on expansion valves.

Log all unit operating conditions for 90 minutes at 15 minute intervals.

Spectrographic oil analysis as needed.

Internal inspections as needed.

Test chilled water loop.

Replace UV light bulbs (5) at Mid County location only.

Replace cartridge filters 12" deep – Varicel SH at mid County

D. Maintenance Records: Contractor shall develop a separate file for each center air conditioning system(s) in which the contractor or his designated technician(s) shall record all activities completed, including the number of hours spent on the center's A/C system(s), monthly, quarterly and annually. This log shall reside in each center and be signed by the PCHD maintenance personnel or any other designated person whenever the contractor's technician(s) pays a visit to the center. Also, a copy of the maintenance report should be emailed to Pankaj Doshi (Pankaj.doshi@flhealth.gov) within 48 hours of service rendered.

E. Exclusions: Acts of God, power surges, power failures, electrical services, air volume adjustment or balancing, system design, equipment obsolescence or physical deterioration due to corrosion.

Bidders may submit "or equivalent" specifications that meet or exceed the specifications provided herein. All bids with "or equivalent" specifications must include detailed specifications so the Department can make an accurate comparison. The Department or its designee, at their sole discretion, will determine if the submitted specifications meet or exceed the required specifications.

Equipment List

1. Clearwater Center

310 North Myrtle Avenue
Clearwater, FL 33755

4 ea. Chilled water Air Handlers Type #561-0024-1A
Hot water boiler, pumps, motors and controls (natural gas)
1 ea. Frigidaire wall unit, Serial #IK71605931 maint.
1ea. Kenmore wall unit, Serial #E41811882
1 ea. Mitsubishi split unit, computer room, Serial #000586T
1 ea. Mitsubishi split unit, elevator room MUA12WA1, serial #0002808T
7 Exhaust fans

2. Tarpon Springs Center

301 South Disston Avenue
Tarpon Springs, FL 34689

5 Exhaust fans

3. St. Petersburg Center

205 Dr. Martin Luther King Jr. St. N
St. Petersburg, FL 33701

4 Liebert remote condensers, Model #CDF205LA
4 Liebert computer room units, Model #FH199AUAAm
1 Trane Air Handling unit, Model #TWE048C14FCO
2 Trane Air Handling unit, Model #TWE240B300BL
1 Trane Air Handling unit, Model #TWE060A400BB
1 Trane Air Handling unit, Model #TWE090B300DA
1 Trane Air Handling unit, Model #TWE090A300DA
1 Trane Air Handling unit, Model #TWE180B300BC
1 Trane Air Handling unit, Model #TWE120A100BB
1 Trane roof top package unit, Model #TCD121B300DA
1 Trane condensing unit, Model #TTA048C400A0
1 Trane condensing unit, Model #TTP048D100A0
3 Trane condensing unit, Model #TTA180B300BA
4 Trane air handling units, Model #TWE120B300BB
4 Trane roof top package units, Model #TSC120A3RGA2NA
3 Trane roof top package units, Model #TSC090A3RCA25A
1 Trane roof top package unit, Model #THC092A3RCA2CA
4 Trane condensing units, Model #TTA180B300BA
1 Trane condensing unit, Model #TTA120B300BA
1 Trane condensing unit, Model #TTA240B300BA
1 Aonon make up air unit, Model #RK402-FO-LF2
1 Trane condensing unit, Model #2TTR1018A100A
1 Trane air handling unit, Model #TWE024C14FB
1 Trane roof top package unit, Model #TSC072E3R0A0K
6 Exhaust fans

4. Mid County
8751 Ulmerton Road
Largo, FL 33771

Chiller	McQuay,	Model: AWS210AD	(210 nominal tons)
AHU1	McQuay	Model: CAH032GDAM	
AHU2	McQuay	Model: CAH023GDAM	
AHU3	McQuay	Model: CAH027GDAM	
AHU4	McQuay	Model: CAH027GDAM	
AHU5	McQuay	Model: CAH005GDAM	
Pump 1+2	Baldor	Model: EM3313T	(10hp)
VFD P1	Danfoss	Model: 174G7785	Ser: 934804Y171
VFD P2	Danfoss	Model: 174G7785	Ser: 934904Y171
VFD1	Danfoss	Model: 174Z4153	Ser: 943604Y171
VFD2	Danfoss	Model: 174Z3209	Ser: 943904Y171
VFD3	Danfoss	Model: 174Z4153	Ser: 943704Y171
VFD4	Danfoss	Model: 174Z4153	Ser: 943804Y171
VFD5	Danfoss	Model: 174G7783	Ser: 934704Y171
Minisplit	Mitsubishi	Model: PUY-A36NHA4	

VAV, Temperature controls and Johnson Controls Metasys Building automation system.
5 exhaust fans in restrooms.
1 duct blower WIC kitchen

5. Pinellas Park
6350 76th Avenue, North
Pinellas Park, FL 33781

Trane unit Split System, Condenser and Air Handler, Model #2TTA0048A3000AA
Serial #725375E3F
Trane unit Split System, Condenser and Air Handler, Model #2TTA0048A3000AA
Serial #7302M6G3F
Trane unit Split System, Condenser and Air Handler, Model #2TTA0048A3000AA
Serial #7272PBP3F
Trane unit Split System, Condenser and Air Handler, Model #2TTA0048A3000AA
Serial #725377N3F
Trane unit Split System, Condenser and Air Handler, Model #2TTA0060A3000AA
Serial #8173R5MAD
Trane unit Split System, Condenser and Air Handler, Model #2TTA0060A3000AA
Serial #8164M734F
Trane unit Split System, Condenser and Air Handler, Model #TTA090A300FA
Serial #8174KM6AD
Trane Unit Split System, Condenser and air handler, Model #TTA090A300FA
Serial #8173R5MAD
Fredrick wall unit in telephone room, Serial #LEER02674
Whirlpool wall unit, maintenance, Model ACE124X50
LG wall unit, IT, model LG091X0802
6 Exhaust fans

6. Largo Center
12420 130th Avenue, North

Largo, FL 33774

Trane Unit Split System and air handler, 2.5 Ton, Model #TTR030C100A3
Serial #M25269AF

Trane Unit Split System and air handler, 2.5 Ton, Model #TTA120E300AA
Serial #7102SMR5F

Trane Unit Split System and air handler, 10 ton, Model #TTA120B300BC
Serial #M014HYGAH

Trane Unit Split System and air handler, 20 Ton, Model #TTA180B300CC
Serial #M184DKAAH

Trane Unit Split System and air handler, 7.5 Ton, Model #TTA150B300BC
Serial #M24368GAH

Trane Unit Split System and air handler, 7.5 Ton, Model #TTA150B300BC
Serial #M244024AH

Carrier Unit Split System in computer room, Model #QSCC121
Serial #0505093391

6 Exhaust fans

***New equipment under warranty for the first year. Do not include in first year pricing.**

Clearwater –

40 Ton Carrier Chiller Model #30RAP0405F-50100

50 Ton Carrier Chiller Model # 30RAP0505FA40100

Tarpon -

Carrier 50TCD028A2B5 and all associated VAV boxes and duct heaters.

Wall unit LG LW1213ER, serial # 303CSFTA1819

St. Pete. -

1 Carrier condensing unit, Model #24ABB336A610

The Pinellas County Health Department expressly states that it does not commit to the accuracy to each of the above serial and model numbers and advises it is the responsibility of each bidder to verify such during each center walk around. Ample time will be allotted.

**ATTACHMENT B
PRICE PAGE**

A Single Award Solicitation shall be made to the responsive, responsible Bidder offering the lowest price for items requested in this ITB

Location	Monthly Price	Yearly price	Renewal Pricing (Optional)
205 Dr. M.L. King St. N St. Petersburg, FL 33701 Approx. 114,000 SF	\$ _____	X 12 months = \$ _____	1 st year renewal \$ _____ 2 nd year renewal \$ _____ 3 rd year renewal \$ _____
6350 76 th Ave. N Pinellas Park, FL 33781 Approx. 14,000 SF	\$ _____	X 12 months = \$ _____	1 st year renewal \$ _____ 2 nd year renewal \$ _____ 3 rd year renewal \$ _____
310 N. Myrtle Ave. Clearwater, FL 34623 Approx. 25,000 SF	\$ _____	X 12 months = \$ _____	1 st year renewal \$ _____ 2 nd year renewal \$ _____ 3 rd year renewal \$ _____
12420 130 th Ave. N. Largo, FL 33774 Approx. 17,000 SF	\$ _____	X 12 months = \$ _____	1 st year renewal \$ _____ 2 nd year renewal \$ _____ 3 rd year renewal \$ _____
301 S. Disston Ave. Tarpon Springs, FL 34689 Approx. 13,000 SF	\$ _____	X 12 months = \$ _____	1 st year renewal \$ _____ 2 nd year renewal \$ _____ 3 rd year renewal \$ _____
8751 Ulmerton Road Largo, FL 33771 Approx. 54,280 SF	\$ _____	X 12 months = \$ _____	1 st year renewal \$ _____ 2 nd year renewal \$ _____ 3 rd year renewal \$ _____

Bidder Name: _____

Bidder Mailing Address: _____

City-State-Zip: _____

Telephone Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ THE ENTIRE ITB TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS AND ALL ITS ATTACHMENTS, INCLUDING THE REFERENCED PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and any resulting contract including those contained in the attached Order (Attachment E).

Signature of Authorized Representative*: _____

Printed (Typed) Name and Title: _____

*An authorized representative is an officer of the Bidder's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

**ATTACHMENT C
EXPERIENCE FORM**

Bidder's Name: _____

Bidders must provide contact information for three (3) entities the Bidder has provided commodities or services of a similar size and nature of those requested in this solicitation. Bidders may use this experience form to provide the required information. The Department of Health will not be accepted as a reference for this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Department's determination of the Bidder's responsibility. The Department's determination is not subject to review or challenge.

1.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$
2.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

3.	Company/Agency Name:	
	Address:	
	City, State, Zip:	
	Contact Name:	
	Contact Phone:	
	Contact Email Address:	
	General Description of Work:	
	Service Dates:	
	Approximate Contract Value:	\$

**ATTACHMENT D
STATEMENT OF NON-COLLUSION**

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant bid, proposal or reply. This bid, proposal or reply is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Bidder, Respondent, or Vendor to the provisions of this bid, proposal or reply.

Signature of Authorized Representative*

Date

*An authorized representative is an officer of the Bidder's organization who has legal authority to bind the organization to the provisions of the Bids. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the Bid if signed by other than the President, Chairman or owner.

ATTACHMENT E
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)
ORDER TERMS AND CONDITIONS

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services / commodities provided pursuant to this order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this order, as well as for any determination arising out of or related to this order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the DOH. This order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne

by the Vendor. The Department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the Department's determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. **TERMINATION:** This order agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this order agreement become unavailable, the Department may terminate the agreement upon no less than twenty-four (24) hours' notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. Unless the provider's breach is waived by the department in writing, the Department may, by written notice to the provider, terminate this order agreement upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the Department's right to remedies at law or to damages.

12. The terms of this order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this order shall govern.

13. In accordance with Executive Order 11-116, “[t]he provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”
14. The employment of unauthorized aliens by any vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act, 8 U.S.C. § 1324(a) (2006). A Vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting Contract.
15. DOH will not contract with a Vendor that restricts the employment of its employees or contractors after conclusion or termination of a DOH order. By accepting this order, the Vendor specifically agrees to this provision.
16. Pursuant to Section 119.0701, Florida Statutes, Vendor must keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service(s) required by this contract. Vendor must allow access to the public records it maintains on the same terms and conditions that a public agency would, at a cost that does not exceed the costs provided in Chapter 119 or otherwise by law. Vendor must ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed, except as authorized by law. Vendor must meet all requirements for retaining public records and transfer, at no cost, to the Department, all public records in the possession of the contractor upon termination of the contract and destroy duplicates that are exempt or confidential from public records disclosure requirements. Vendor must provide any electronic records to the Department in a format that is compatible with IT systems of the Department.
17. The State of Florida, Department of Financial Services requires vendors doing business with the State to submit a Substitute Form W-9 electronically. Vendors who do not have a verified Substitute Form W-9 on file will experience delays in processing contracts or payments from the State of Florida. For more information go to: <https://flvendor.myfloridacfo.com/>.