



DEPARTMENT OF  
**MILITARY AFFAIRS**

**Invitation to Bid**  
**HVAC – Service Contract-Preventive/Remedial Maintenance**  
**For the AASF #1 Facility located in Jacksonville, FL**

Contact Information

John D. Connor, Purchasing Director

[John.D.Connor2.nfg@mail.mil](mailto:John.D.Connor2.nfg@mail.mil) (904) 823-0241

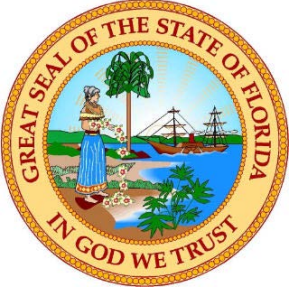
Erin Lewis, Purchasing Agent

[Rannah.E.Lewis.nfg@mail.mil](mailto:Rannah.E.Lewis.nfg@mail.mil) (904) 823-0403

82 Marine Street

St. Augustine, FL 32084

Fax No. (904) 823-0153



**Attachment H  
Notice of Intent to Attend Mandatory  
Site Visit**

**Item(s) being Procured      HVAC – Service Contract-Preventive/Remedial Maintenance  
for the AASF #1 Facility located in Jacksonville, FL**

Potential proposers/bidders are requested to notify our office by returning this Form no later than the date specified on the schedule of events. Complete the information below and fax this sheet only to the Department of Military Affairs at (904) 823-0153, email to [Rannah.E.Lewis.nfg@mail.mil](mailto:Rannah.E.Lewis.nfg@mail.mil) or mail to **Department of Military Affairs, State Quartermaster – P&C, P.O. Box 1008 St. Augustine, Florida 32085**

Completion/Submission of this form is for informational purposes only. No information will be provided as a result of submission.

**The Site Visit will be held at:**

**Dept. of Military Affairs  
Army Aviation Support Facility (AASF #1)  
13650 AeroSpace Way,  
Jacksonville, Florida 32221**

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

**Authorized Company Representative:** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Email Address** \_\_\_\_\_

Advance questions may be submitted in writing and sent to [John.D.Connor2.nfg@mail.mil](mailto:John.D.Connor2.nfg@mail.mil) or by fax to (904) 823-0153 in accordance with the date and time scheduled on the calendar of events. The intent of this deadline is to provide DMA sufficient time to prepare responses for discussion at the site visit.

**CALENDAR OF EVENTS**

The following time schedule will be strictly adhered to in all actions relative to the ITB, unless modified by the Department by addendum to this ITB.

<b>Date</b>	<b>Time</b>	<b>Action</b>	<b>Location</b>
<b>7/31/14</b>	C.O.B.	Release of Solicitation	MyFlorida.com web site, Vendor Bid System
<b>8/8/14</b>	<b>2:00PM</b>	Discussion Questions for the Site Visit - Last date and time written questions will be accepted for discussion at the conference.	Send to: <a href="mailto:John.D.Connor2.nfg@mail.mil">John.D.Connor2.nfg@mail.mil</a> and <a href="mailto:Rannah.E.Lewis.nfg@mail.mil">Rannah.E.Lewis.nfg@mail.mil</a> or fax to (904) 823-0153
<b>8/11/14</b>	<b>2:00PM</b>	Deadline for submission of Intent to Attend Solicitation Conference Form (Attachment H)	Send to: <a href="mailto:John.D.Connor2.nfg@mail.mil">John.D.Connor2.nfg@mail.mil</a> and <a href="mailto:Rannah.E.Lewis.nfg@mail.mil">Rannah.E.Lewis.nfg@mail.mil</a> or fax to (904) 823-0153
<b>8/12/14</b>	<b>10:00AM</b>	Mandatory Site Visit	Dept. of Military Affairs Army Aviation Support Facility 13650 AeroSpace Way, Jacksonville, Florida 32221
<b>8/15/14</b>	<b>2:00 PM</b>	Final date and time for written question submission. Questions may be submitted earlier.	Send to: <a href="mailto:John.D.Connor2.nfg@mail.mil">John.D.Connor2.nfg@mail.mil</a> and <a href="mailto:Rannah.E.Lewis.nfg@mail.mil">Rannah.E.Lewis.nfg@mail.mil</a> or fax to (904) 823-0153
<b>8/15/14</b>	C.O.B.	Anticipated date that questions and response will be posted on the vendor bid system.	MyFlorida.com web site, Vendor Bid System
<b>8/15/14</b>	C.O.B.	Anticipated date that solicitation amendment may be posted as a result of questions submissions, omissions, changes or clarifications.	MyFlorida.com web site, Vendor Bid System
<b>8/27/14</b>	<b>2:00 PM</b>	<b>All Proposals/Bids Due - Proposal/Bid Opening</b>	Dept. of Military Affairs 82 Marine Street, SQM P & C Saint Augustine, Florida 32084
<b>8/28/14</b>	C.O.B.	Anticipated Date of Posting Bid Tab & Notice of Intended Award	MyFlorida.com web site, Vendor Bid System

C.O.B –By Close of Business

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**1.0 Invitation and General Information:**

**1.1 Invitation:** This solicitation is to procure a Heating, Ventilation and Air Conditioning (HVAC) service – preventative/remedial maintenance contract for the Department of Military Affairs (DMA), the Army Aviation Support Facility (AASF #1) located at 13650 Aerospace Way Jacksonville, Florida. The contract services are expected to begin on or about September 1, 2014 and end on or about September 30, 2017.

Vendors submitting a proposal/bid must be registered in MyFloridaMarketPlace prior to contract award. (see **NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS** section, 4.1). A vendor shall not be considered for an award if not registered in MyFloridaMarketPlace.

**1.2 Purchasing Director:** The Purchasing Director, acting on the behalf of the Department of Military Affairs, is the sole point of contact (exception of question submissions regarding the solicitation prior to award) with regard to all procurement matters relating to the ITB, from the date of release until the Department's Notice of Agency Decision.

John Connor, Purchasing Director  
Department of Military Affairs  
State Quartermaster – P&C  
P. O. Box 1008  
St. Augustine, Florida 32085-1008  
Telephone No. (904) 823-0241 Fax No. (904) 823-0153  
Email: [John.D.Connor2.nfg@mail.mil](mailto:John.D.Connor2.nfg@mail.mil)

**Alternate Physical Address:** Department of Military Affairs, State Quartermaster,  
82 Marine Street, St Augustine, Florida 32084

**1.3 Contract Administrator and Contract Manager:** The DMA employee identified below is designated as Contract Administrator and shall act on behalf of the Department of Military Affairs for contractual matters and is responsible for maintaining the contract file, certifying invoices and financial information, final acceptance of all deliverables and serves as a liaison with the Project Managers.

Erin Lewis, Purchasing Agent, CPPB  
Department of Military Affairs  
State Quartermaster – P&C  
82 Marine Street  
St. Augustine, Florida 32084  
Telephone No. (904) 823-0403 Fax No. (904) 823-0153  
Email: [Rannah.E.Lewis.nfg@mail.mil](mailto:Rannah.E.Lewis.nfg@mail.mil)

**1.4 Project Manager:** The DMA employees identified below are designated as Project Managers and shall act on behalf of the Department of Military Affairs. The Project Managers are responsible for enforcing performance of the contract terms and conditions and serves as a

liaison with the vendor **after** the Notice of Agency Decision has been completed and the Contracts are executed.

Kelly Maynard  
Department of Military Affairs  
Army Aviation Support  
13650 Arrow Space Way  
Jacksonville, Florida 32221  
Telephone No. (904) 573-2300 x1031  
Email: Charles.K.Maynard8.nfg@mail.mil

## **2.0 General Conditions: General Instructions to Respondents (PUR1001)**

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return the document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2934/11780>

Exception: Item 3- DMA does not currently accept Electronic Submission of Responses.  
Exception: Item 5 - Refer to Section 4.3

## **3.0 General Conditions: General Contract Conditions (PUR 1000)**

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2933/11777>

## **4.0 Special Conditions**

### **4.1 MyFloridaMarketPlace**

Since July 1, 2003, the Department has used the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. **BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY DATE OF CONTRACT AWARD OR THEY WILL BE CONSIDERED NON-RESPONSIVE.** All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

### **4.2 Minority Business Enterprise (MBE) Utilization**

DMA encourages the recruitment and utilization of certified and non-certified minority businesses. DMA, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the DMA in a nondiscriminatory environment.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at [www.osd.dms.state.fl.us](http://www.osd.dms.state.fl.us).

### **4.3 Communications, Bid Questions and Answers**

No negotiations, decisions or actions shall be initiated or executed by a vendor as a result of any discussion with any State employee. Only those communications that are in writing from the office of Purchasing & Contracts may be considered as duly authorized expressions on behalf of this Department. The only recognized exception is that questions will be answered during Mandatory Site Visits or Briefings.

Any questions arising from this ITB must be forwarded, in writing, to the procurement official designated in Sections 1.2 or 1.3 above. DMA's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid/proposal.

Only written inquiries from vendors, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the vendor.

### **4.4 Estimated Expenditures**

It is anticipated that DMA will expend approximately \$30,000 annually under any contract resulting from this bid. This estimated figure is given only as a guideline for preparing your bid/proposal and should not be construed as representing actual contract pricing. Contract award and/or renewals are contingent upon availability of funds.

### **4.5 Qualifications**

**4.5.1 General:** The Vendor must prove to the satisfaction of DMA that their company has actively and normally been engaged in business for the services/items being procured under this solicitation for at least three (3) years of continuous operation. **(This shall be demonstrated through references which have been in place at least one (1) continuous year).** The Bidder shall have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation.

**4.5.2 Bidder Qualifications:** When submitting the bid, each bidder must submit a written statement, detailing their qualifications that demonstrate they meet the minimum qualifications contained in 4.5.1. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

**4.5.3 Authorized to do Business in the State of Florida:** In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6051

**4.5.4 License to conduct services in the State of Florida:** If the services being provided require that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850) 487-1395

#### **4.6 Department Reservations and Responsiveness of Bids**

**4.6.1 Valid Proposal:** A responsive offer in full compliance with the Invitation to Bid specifications and conditions by a responsible person or firm. The responsiveness of a bid/proposal shall be determined based on the documents submitted with the proposal and attendance at the mandatory site visit. Vendors shall submit the original and two (2) copies of the bid/proposal. The responsiveness of the bid/proposal is the responsibility of the Offeror and will be determined during the evaluation process.

- a. Responsive offer means a person or firm that has submitted a bid/proposal and conforms in all material respects to the Invitation to Bid.
- b. Responsible or qualified Offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a bid/proposal requiring information may be cause for such bid/proposal to be rejected.

**4.6.2 General:** DMA reserves the right to accept or reject any or all bids/proposals received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of DMA's official file, without obligation to DMA.

**4.6.3 Responsiveness of Bids:** Proposals/bids will not be considered if not received by DMA on or before the date and time specified as the due date for submission. All proposals/bids must be typed or printed in ink. Offers by facsimile or telephone are not acceptable. A responsive



proposal/bid is an offer to perform the scope of services called for in this ITB in accordance with all requirements of this ITB. Proposals/bids found to be non-responsive will not be considered. Proposals/bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal/bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. All bid/proposal prices shown on the price sheets submitted are final and mistakes will be at proposer/bidder's risk.

**4.6.4 Other Conditions:** Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

#### **4.7 Vendor's Contractual Obligations**

The Vendor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on this contract, will be subject to, and comply with, the contractual requirements.

**4.7.1 Employment Eligibility Verification:** Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: [http://www.dhs.gov/files/programs/gc\\_1185221788150.shtm](http://www.dhs.gov/files/programs/gc_1185221788150.shtm)

Compliance with the requirements of this section is required prior to commencing performance under any Contract issued as a result of this solicitation.

**4.7.2 Unauthorized Aliens:** The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

**4.7.3 Vendor Certification Regarding Scrutinized Companies:** Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List. Both lists are created pursuant to section 215.473 Florida Statutes. The lists are updated quarterly and can be viewed at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3351/Default.aspx>.

**4.7.4 Liability Insurance:** The Vendor shall not commence any work until they have obtained the following types of insurance. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Military Affairs, Procurement Office, Attention: Erin Lewis, 82 Marine Street, St. Augustine, Florida 32084** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$100,000.00 each occurrence, for the services to be rendered in accordance with this contract.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to DMA.

DMA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

**4.7.5 Preferred Price:** The Vendor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Vendor is in compliance with the preferred pricing provision of Section 4(b) of form PUR 1000.

#### **4.8 Intellectual Property**

The parties do not anticipate that any intellectual property will be developed as a result of this solicitation. However, any pre-existing software, or other work of authorship used by the Vendor, to create a deliverable but which exists as a work independently of the deliverable, shall remain the property of the Vendor.

#### **4.9 Copyrighted Materials**

Copyrighted material will be accepted as part of a proposal/bid only if accompanied by a waiver that will allow DMA to make paper and electronic copies necessary for the use of DMA staff and

agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

#### **4.10 Costs Incurred in Responding**

This Invitation to Bid does not commit the Department or any other public agency to pay any costs incurred by the bidder in the submission of a bid or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

#### **4.11 Bid Submission**

**4.11.1 General:** Sealed Proposals/bids will be received until (2:00 PM), local time, on August 27, 2014. **Proposals/bids received after that time and date will not be considered.** By submitting a proposal/bid, the bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided. The bidder must use the attached "Bid Sheet" to submit their Proposal/bid. All proposals/bids and associated forms must be signed and dated in ink by a duly authorized representative of the bidder. Each bidder must fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. Bidder shall submit the original and two (2) copies of the bid/proposal. The ITB number, opening date and time should appear on the envelope of the proposal/bid. DMA does not currently accept electronic submissions.

#### **4.11.2 Mail or Deliver Proposals/Bids to: (DO NOT FAX)**

Florida Department of Military Affairs  
SQM, Purchasing & Contracts  
82 Marine Street  
St. Augustine, Florida 32084  
Attention: Erin Lewis

**4.11.3 Modifications, Re-submittal and Withdrawal:** Bidders may modify submitted proposals/bids at any time prior to the due date. Requests for modification of a submitted proposal/bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire proposal/bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified proposal/bid.

**4.11.4 Attachment to ITB Submittal – Confidential Material:** The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number DMA-ITB - 178-Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Bidder upon submission, effective after opening.

#### **4.12 Bid Opening**

The sealed bids will be opened by the DMA's Procurement Office personnel at 82 Marine Street, St. Augustine, Florida 32084 on August 27, 2014 at 2:00 PM. All bid openings are open to the public, if you plan on attending the opening, please plan accordingly as parking is limited.

#### **4.13 Identical Evaluation (Tied Score) of Responses**

In the event the evaluation/bid process results in identical scores, DMA will select a respondent based on the criteria identified in Rule 60A-1.011 F.A.C. and applicable Florida Law.

#### **4.14 Posting of Intended Award**

**4.14.1 General:** DMA's decision will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com), (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on August 28, 2014 and will remain posted for a period of seventy two (72) hours. Any bidder who is adversely affected by the DMA's recommended award or intended decision must file protest in accordance with Florida Statute Section 120.57(3).

**4.14.2 Inability to Post:** If DMA is unable to post as defined above, DMA will notify all bidders by electronic notification on the Florida Vendor Bid System, by mail, and/or by fax.

**4.14.3 Request to Withdraw Bid:** Requests for withdrawal will be considered if received by DMA, in writing, within seventy two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

#### **4.15 Award of the Contract**

Services will be authorized to begin when the Vendor receives a written document incorporating the terms and conditions of the solicitation, the vendor's proposal/bid indicating the encumbrance of funds and award of the contract.

### **5.0 Statement of Work**

The objective of this solicitation is to provide preventative and remedial maintenance service for a variety of HVAC systems at the AASF #1 Facility. The services are expected to begin on or about September 1, 2014. Equipment list and services required are provided in Exhibits A & B.

#### **5.1 Introduction**

The contractor shall provide the HVAC services as described in this solicitation and as further identified and/or described in Exhibits A & B. The Exhibit B identifies Yearly, Bi-Monthly Quarterly and/or times of service requirements by equipment type. Exhibit B has been prepared as a demonstration of service schedules for the HVAC equipment located at the AASF #1 Facility. However, service shall be provided in accordance with the manufacturers'

recommended service schedules unless otherwise modified or directed. The contractor will coordinate a meeting with designated Project Manager within one week of contract award to conduct an initial inspection of equipment, to become familiar with the equipment locations and to establish specific equipment service schedules. During the life of the contract it may be necessary to make adjustments and/or changes to the equipment list based on minor inadvertent omissions or equipment updates and/or replacements. There will be no significant list changes.

## **5.2 Scope of Work**

**5.2.1 Full-Coverage Service Contract** - This full-coverage HVAC service contract provides 100% coverage of labor, parts, materials, building automation system and equipment, with preventative maintenance as well as 24/7 emergency service.

**5.2.2 Preventative Maintenance** - Maintenance scheduled for systems and equipment will be determined by run time, system use and manufacturer's recommendations. Service calls must be scheduled in advance and documented with a detailed service report, given to the Project Manager to ensure that all maintenance has been performed and all systems and equipment are working properly.

**5.2.3 Parts and Components Replacement** - All labor, parts (see exclusions below), travel and expenses to repair failed, damaged, worn, and questionable components covered will be at the contractor's expense. (Excluded are parts determined by the Project Manager to be major equipment components and total equipment replacement due to obsolescence or unavailability of parts. The Project Manager will collaborate with the Contractor's service technician and/or other available resources prior to making determination of part exclusions.) All labor and parts provided as a result of this contract shall be warranted by the Contractor in accordance with current industry standards and/or the manufacturer warranty.

**5.2.4 Emergency Service** - All labor, parts, travel, and expenses, including overtime (24 hours a day/ 7 Days a week) will be provided at contractor's expense.

**5.2.5 Callback Services** – A callback is defined as a request from the Project Manager or designated maintenance personnel for the contractor to correct a specific problem and/or condition before the scheduled preventive maintenance visit.

A. Normal callback service shall be provided during regular working hours, Monday through Friday, 7 AM to 5 PM for the facility at no additional charge. The contractor shall respond on site to a normal callback with a maximum of two (2) hours from the time the request for service is made.

B. Emergency callback service shall be provided after daily and weekly working hours for the facility at no additional charge. The contractor shall respond on site to an emergency callback within a maximum of two (2) hours from the time the request for service was made.

**5.2.6 Repairs outside of the Contract Scope** – When repairs are determined by the Contractor to be outside the scope of regular preventive, full-coverage or remedial maintenance HVAC

service and this is confirmed by the Project Manager, an estimated amount to perform the required service will be provided for consideration. The Project Manager will then determine if the estimate is reasonable and within the guidelines of this procurement and have the authority to authorize the service on a case by case basis. In the event a unit requires replacement or extensive service repairs the Project Manager will then take the necessary actions to ensure compliance with State procurement regulations.

### **5.3 MANDATORY ON-SITE INSPECTION**

There will be a mandatory on-site inspection visit for all prospective bidders. The on-site inspection will be held on August 12, 2014 **at 10:00 AM EST**, at the Army Aviation Support Facility (AASF #1) located at 13650 Aerospace Way Jacksonville, Florida and will be conducted by Kelly Maynard, Facilities Manager or his designee. The purpose of the site visit is to provide an overview of DMA's requirement, to give prospective bidders the opportunity to ask questions regarding the scope of work and become familiar with the site conditions. Directions may be obtained by contacting Mr. Maynard at (904) 573-2300 x1031. Failure to attend the mandatory on-site inspection and complete the on-site inspection form shall preclude a prospective bidder from submitting a bid for this solicitation.

Mr. Maynard or his designee will NOT answer any questions pertaining to this solicitation. Any questions arising after the site visit shall be submitted in writing, identifying the submitter, to John Connor and Erin Lewis at the address specified in Sections 1.3/1.4 above or by email to [John.D.Connor2.nfg@mail.mil](mailto:John.D.Connor2.nfg@mail.mil), [Rannah.E.Lewis.nfg@mail.mil](mailto:Rannah.E.Lewis.nfg@mail.mil) by facsimile to (904) 823-0153 by 2:00 PM EST on August 14, 2014. Email inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on DMS Vendor Bid System (VBS). It is the prospective vendor's responsibility to periodically check the VBS. DMA bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the DMS Vendor Bid System.

**INFORMATION WILL NOT BE PROVIDED BY TELEPHONE.** Any information received via telephone shall not be binding on DMA and shall not be relied upon by any prospective bidder.

Failure by a bidder to attend or be represented at this scheduled site visit will constitute a non-responsive determination to their bid package. Bids found to be non-responsive will not be considered.

### **5.4 Vendor Responsibilities and Deliverables**

**5.4.1** The Contractor shall have three years experience at a minimum and the contractor along with his/her employees shall be registered with Florida Department of Business Regulations in Services, Repair, Maintenance, and EPA refrigerant certification. The Contractor shall have adequate technically qualified personnel employed within his/her organization to perform all phases of the contract requirements. All work must be performed by qualified technicians not trainees or helpers.

**5.4.2** The Contractor shall clean and dispose of material from the work area upon completion of performed services. At the conclusion of each service/visit, before leaving the Facility, the Contractor shall furnish the Project Manager a record of the work done, identifying the unit(s) serviced, service performed and part repaired/replaced. The contractor shall obtain a signature from Project Manager or his/her designated representative on each record of service.

**5.4.3** The Contractor shall notify the Project Manager twenty-four (24) hours in advance of any shut downs that will affect the department occupants. Any shut downs that will affect the operations of the departments or occupants will be performed after 5:00 PM, on the Alternate Work Schedule (AWS) Monday or weekends.

**5.4.4** DMA shall not be liable or responsible for any accidents, loss of personal property or any other damages that may arise as a result of this contract. Furthermore, the contractor shall agree to indemnify and hold harmless the DMA for any and all claims, demands, lawsuits or any other action arising from the services/labor under this contract.

**5.4.5** The Contractor and its employees shall cooperate with the DMA and shall carry out their work in a manner as not to hinder, delay or impede the work process of DMA personnel.

**5.4.6** The Contractor must remain in compliance with all state and/or Federal laws currently in effect. Any new laws that may come into effect during the contractual period (including renewals) must also be complied with and incorporated into this existing contract.

### **5.5 Performance and Consequences:**

The services shall be scheduled to begin on or about September 1, 2014. The Contractor shall provide a company Point of Contact (POC) to ensure effective communications with the DMA Project Manager or his designee. This information shall include a name, business telephone number, cell phone number, if applicable, and an email address.

On-site work activities must be pre-coordinated and approved by the DMA designated Project Manager or his designee prior to commencement of activities. The Contractor is required to have frequent communication and closely coordinate all work with the DMA Project Manager to ensure the quality of the work being conducted while on the property.

In the event the contractor fails to meet the minimum level of service identified in the Statement of Work, DMA will not pay invoices until the work is satisfactorily completed.

### **5.6 Invoicing and Payment**

The contractor shall submit a monthly invoice for services completed and satisfactorily accepted the preceding month to the Project Manager and a copy to the Contract Manager/Contract Administrator. The invoices must identify services performed during the preceding month. The services must be approved by DMA Project Manager and Contract Manager, or his/her designee, prior to payment authorization. Monthly payment may be withheld until such time as all

scheduled services have been completed and approved by the Project Manager and Contract Manager or his/her designee. The invoice shall contain the Contract number, ITB number and the appropriate vendor identification number.

Payment shall be made in accordance with 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.

## **5.7 Special Considerations**

**5.7.1** All submittals, meeting minutes, correspondence, and reports are to be held in the strictest confidence. The release of information (written, electronic, or verbal) pertaining to any aspect of the services is not to be released to the public without written permission from the DMA Contact Manager.

**5.7.2 Security Requirements-**The AASF #1 Facility has security and entry control procedures. Contractors will be briefed on an as needed basis concerning traffic routing and work site security restrictions. Access Control Rosters for contractors are required and will be obtained prior to the contractor's initial service date. The names of all the contractor's employees who will be working at the facility will be listed on the document, which shall be printed on the contractor's Company letterhead and submitted to the Project Manager, or his representative, prior to beginning any type of contracted work. The AASF #1 Security manager has the authority to revoke any security badge of any Contractor employee upon discretion. Revocation of a security badge does not constitute termination of the employee from the Contractor.

**PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER:** Due to the instability of world events, there may be times during the performance period of this contract that the contractor might be asked to leave the base during higher threat conditions.

## **6.0 Bid Submittal**

Vendors shall provide a brief description of their company history, which shall include but not be limited to business certifications, number of years in business and other information that may demonstrate company stability and reliability. (Attachment D)

**6.1 Price Sheet:** Vendors shall complete the price sheet to proposal/bid (Attachment A). Only prices submitted on the supplied price sheet will be considered. All pricing will be used in determining overall bid price. Award and renewals are contingent upon funding availability.

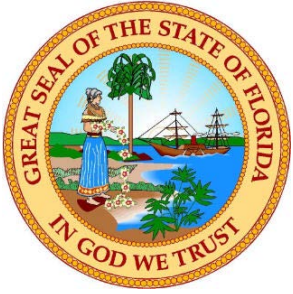
**6.2 Reference Sheet:** Vendor shall provide three references. (Attachment B)

**6.3 Drug Free Workplace:** Attachment "C" Drug-Free Workplace Compliance Form must be signed and returned.



**6.4 Vendor Certification Regarding Scrutinized Companies Lists:** Attachment E must be signed and returned

**6.5 Vendor Checklist:** Provided for convenience. (Attachment F)



**ATTACHMENT A  
 BID SHEET**

**HVAC – Service Contract-Preventive Maintenance**

Provide **Monthly** price x12 to equal annual price. Bids will be tabulated using the total proposed pricing.

**Initial Contract Period**

<b>1<sup>st</sup> year Pricing</b>	<b>2<sup>nd</sup> year Pricing</b>	<b>3<sup>rd</sup> Year Pricing</b>	<b>Total Three Year Price</b>
\$ _____ per month	\$ _____ per month	\$ _____ per month	
x12 =	x12 =	x12 =	
\$ _____	\$ _____	\$ _____	\$ _____

**Acknowledgment:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

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

**FED ID#:** \_\_\_\_\_

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

**City, State & Zip** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_ **Printed name:** \_\_\_\_\_

**ATTACHMENT B  
Reference Sheet**

The Respondent must list a minimum of three (3) separate and verifiable clients of the Respondent, **which have been in place for at least one (1) continuous year**. Any information not submitted on this attachment shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation**. The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). Please provide at least two (2) Contact Names. DMA reserves the right to contact other known or identified sources and to consider performance or non performance on DMA and/or other State Agency existing or previous service experiences.

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$



**ATTACHMENT C  
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

**Procurement No. DMA-ITB-178- HVAC Service**

I, \_\_\_\_\_,  
(Name) (Title)

of, \_\_\_\_\_ hereby certify that this firm has implemented  
(Name of firm)  
a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes.

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

**287.087** Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

**Attachment D**  
**MINIMUM QUALIFICATIONS STATEMENT**

How many years has your business performed the type of services being requested?

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Provide a written statement detailing your company and employee qualifications:

**ATTACHMENT E  
VENDOR CERTIFICATIONS**

**Certification Regarding Scrutinized Companies Lists**

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

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

**Certification of Employment Eligibility Verification**

**Employment Eligibility Verification:** Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

[http://www.dhs.gov/files/programs/gc\\_1185221678176.shtm](http://www.dhs.gov/files/programs/gc_1185221678176.shtm)

I, \_\_\_\_\_,  
(Name) (Title)

of, \_\_\_\_\_ hereby certify that this firm is in compliance  
(Name of firm)  
with the above referenced Florida Statute and Executive Order.

\_\_\_\_\_  
(Signature) Date: \_\_\_\_\_

**ATTACHMENT F**

**VENDOR CHECKLIST**

For your convenience, we offer the following checklist of items that must be returned by the proposal/bidding deadline. Bidder shall submit the original and two (2) copies of the bid/proposal. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their Bid submittal.

- \_\_\_\_1      Attachment A – Price Sheet
- \_\_\_\_2.      Attachment B –Vendor References
- \_\_\_\_3.      Attachment C - Certification of Drug Free Workplace, signed.
- \_\_\_\_ 4.      Attachment D – Minimum Qualifications Statement
- \_\_\_\_5.      Attachment E – Vendor Certification Regarding Scrutinized Companies
- \_\_\_\_6.      Attachment F – Vendor Checklist

NOTE: Address your Bid submission to the point of contact specified in section 4.11, and write the following: DMA- ITB-178, HVAC Service, Proposal/Bid due August 27, 2014, and opening time 2:00 PM on the envelope, package or courier delivery document. DMA does not currently accept electronic submissions.