

TITLE PAGE  
FLORIDA DEPARTMENT OF HEALTH  
DOH18-028



2.2018

INVITATION TO BID (ITB)  
FOR  
Air Cooling Condensing Unit Replacement  
(Lee County)

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

Respondent Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

BY AFFIXING MY SIGNATURE ON THIS BID TITLE PAGE, 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 Standard Contract or Department of Terms and Conditions.

Signature of Authorized Representative: \_\_\_\_\_

Printed (Typed) Name and Title: \_\_\_\_\_

\*An authorized representative is an officer of the respondent'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. Documentation establishing delegated authority must be included with the Bid if signed by other than the authorized representative.

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## SECTION 1.0 INTRODUCTORY MATERIALS

### 1.1 Statement of Purpose

The purpose of this Invitation to Bid (ITB) is for the State of Florida, Department of Health (Department) to obtain competitive prices for replacement of 50 Ton Carrier Air Cooling Condensing Unit in Lee County, Florida.

### 1.2 Scope of Services

A detailed scope of services for this solicitation is provided as **Scope of Services (Attachment A)**, in this ITB.

### 1.3 Incorporation by Reference

The PUR 1001, General Instructions to Respondents (PUR 1001), and PUR 1000, General Contract Requirements (PUR 1000), are hereby incorporated by reference to the terms of this solicitation. Refer to **Sections 3.1** and **4.1** of this ITB for further detail.

### 1.4 Definitions

In addition to the definitions in the **PUR 1000** and **PUR 1001**, and the **Scope of Services (Attachment A)**, the following definitions also apply to this ITB:

**Bid:** The complete written response of Provider to this ITB, including properly completed forms, supporting documents, and attachments.

**Business Days:** Monday through Friday, excluding state holidays. **Business Hours:** 8:00 a.m. to 5:00 p.m., Eastern Time on all business days.

**Calendar Days:** All days, including weekends and holidays.

**Contract:** The formal agreement or Order that will be awarded to the successful Provider under this ITB, 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 Respondent an advantage or benefit not enjoyed by other Respondents, 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.

**Respondent:** The business entity that submits a Bid.

**Provider:** The successful Respondent awarded a contract by the Department in accordance with the terms of this ITB.

**State:** State of Florida.

**Vendor Bid System (VBS):** Refers to the State of Florida's internet-based vendor information system, which is available at:

[http://myflorida.com/apps/vbs/vbs\\_main\\_menu](http://myflorida.com/apps/vbs/vbs_main_menu).

Where there is a conflict between a definition in this solicitation, **Section 1.4**, above, and the definition in **Scope of Services (Attachment A)**, the definition in this solicitation will prevail when the term is used in this solicitation. The definition in the **Scope of Services (Attachment A)**, will prevail when the term is used in the **Scope of Services (Attachment A)**.

## SECTION 2.0 PROCUREMENT PROCESS, SCHEDULE, & CONSTRAINTS

### 2.1 Procurement Officer

The Procurement Officer assigned to this solicitation is:

**Dot Singleton**

Florida Department of Health

Attention: **Dot Singleton**

83 Pondella Road N

Fort Myers, FL 33903

Email: [dot.singleton@flhealth.gov](mailto:dot.singleton@flhealth.gov)

\*\*\*\*\*ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL \*\*\*\*\*

### 2.2 Restrictions on Communications

Pursuant to section 287.057(23), Florida Statutes, 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 listed in section 2.1., above. Violation of this provision may be grounds for rejecting a Bid.

### 2.3 Term

It is anticipated that the Contract resulting from this ITB will be for one year period from April 15, 2019 or the Contract execution date whichever is later. The Contract resulting from this ITB is contingent upon availability of funds.

### 2.4 Timeline

<u>EVENT</u>	<u>DUE DATE</u>	<u>LOCATION</u>
ITB Advertised / Released	March 25, 2019	<b><u>Posted to the Vendor Bid System at:</u></b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Mandatory Site Visit</b>	April 4, 2019 @ 10:00am	Lee County Health Department 83 Pondella Road N Fort Myers, FL 33903  <b>Please ask for Steve Wilkins upon arrival.</b>

Non-Mandatory Pre-Bid Conference	"Immediately following site visit."	Lee County Health Department 83 Pondella Road N, RM #103 Fort Myers, FL 33903
Questions Submitted in Writing	<b>Must be received PRIOR TO: April 16, 2019 @ 4:00pm</b>	<b>Submit to:</b> Florida Department of Health Lee County Health Department <b>Attention:</b> Dot Singleton 83 Pondella Road N Fort Myers, FL 33903 E-mail: <a href="mailto:dot.singleton@flhealth.gov">dot.singleton@flhealth.gov</a>
Answers to Questions (Anticipated Date)	April 18, 2019	<b>Posted to Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>Sealed Bids Due</b>	<b>Must be received PRIOR to: May 1, 2019 @ 4:00pm</b>	<b>Submit to:</b> Florida Department of Health Lee County Health Department <b>Attention:</b> Dot Singleton 83 Pondella Road N Fort Myers, FL 33903
<b>Sealed Bids Opened</b>	<b>May 2, 2019 @ 2:30pm</b>	<b><u>PUBLIC OPENING</u></b> <b>Submit to:</b> Florida Department of Health Lee County Health Department <b>Attention: Dot Singleton</b> 83 Pondella Road N Fort Myers, FL 33903
Anticipated Posting of Intent to Award	May 6, 2019	<b>Posted to the Vendor Bid System at:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## 2.5 **Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation during the procurement process, a written addendum will be posted on the VBS, which is located at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). If the addendum alters the scope or specifications of the solicitation, the Respondent will be required to sign the addendum acknowledging the changes and return it with the bid submittal. It is the responsibility of the Respondent to be aware of any addenda that might affect this ITB or their Bid.

## **2.6 Mandatory Site Visit**

A mandatory site visit will be held at the time and location indicated in **Section 2.4**. The site visit will provide Respondents with an opportunity to tour the facility identified in this ITB).

Attendance at the mandatory site visit is a prerequisite for the acceptance of a Bid. Only Respondents that signed the attendance sheet for the mandatory site visit will be considered responsive.

## **2.7 Pre-Bid Conference**

A non-mandatory pre-bid conference will be held at the time and location indicated in **Section 2.4**. Respondents may ask questions and seek clarification during the pre-bid conference and submit written questions by the time set forth in **Section 2.4**.

The Department may answer any questions at the pre-bid conference or defer them to a later date as identified in **Section 2.4**. Only written answers are binding.

## **2.8 Questions**

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

Questions related to this solicitation must be received, in writing (either via United States Postal Service, courier, e-mail, or hand-delivery), by the Procurement Officer identified in **Section 2.1**, within the time indicated in **Section 2.4**. Verbal questions or those submitted after the period specified in **Section 2.4** will not be addressed.

Answers to questions submitted in accordance with **Section 2.4** will be posted on the VBS, which is located at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **2.9 Basis of Award**

A single award will be made to the responsive, responsible Respondent offering the lowest grand total for the items and services requested in this ITB including delivery, FOB destination.

## **2.10 Identical Tie Bids**

Where there is identical pricing from multiple Respondents, the Department will determine the order of award in accordance with sections 287.057(11), 287.082, 287.087, and 287.092, Florida Statutes.

## **2.11 Modifications, Resubmittal, and Withdrawal**

A Respondent may modify or withdraw its Bid at any time prior to the submittal deadline, as specified in **Section 2.4**, by submitting a request to the Procurement Officer. Requests for modification or withdrawal of a submitted Bid must be in writing and signed by an authorized signatory of the Respondent. Upon receipt and acceptance of such a

request, the entire Bid will be returned to the Respondent and will not be considered unless resubmitted by the Bid due date and time.

### **2.12 Clarification Process**

The Department may request clarification from the Respondent to resolve ambiguities or questioning information (i.e. minor irregularities) presented in its Bid. Clarifications may be requested throughout this procurement process. The Respondent's answers to requested clarifications must be in writing and must address only the information requested. The Respondent's answers to requested clarifications must be submitted to the Department within the time specified by the Department.

### **2.13 Contract Formation**

The Department will enter into a Contract with the awarded Provider pursuant to **Section 2.9, Basis of Award**. The Contract will incorporate the terms of the **Scope of Services (Attachment A)**, the Department's Order, and the awarded Provider's **Price Page (Attachment B)**.



## SECTION 3.0 INSTRUCTIONS FOR BID SUBMITTAL

### 3.1 General Instructions to Respondents (PUR 1001)

The General Instructions to Respondents (PUR 1001) is incorporated by reference in this solicitation. This document should not be returned with the Bid. The PUR 1001 is located at <http://dms.myflorida.com/content/download/2934/11780>.

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

### 3.2 Instructions for Submittal

- 3.2.1. Respondents are required to complete, sign, and return the **Price Page (Attachment B)** with their Bid submittal.
- 3.2.2. Respondents must submit all technical and pricing data in the formats specified in the ITB.
- 3.2.3. Respondents must submit one original paper copy of their Bid and one original copy on a single USB storage device, or CD, viewable in Adobe Acrobat Reader (PDF). The electronic copy submitted must contain the entire Bid as the submitted original copy, including all supporting and signed documents. Refer to **Section 3.4** for information on redacting confidential information, if applicable.
- 3.2.4. Bids must be sent by United States Postal Service, courier, or hand delivered to the location indicated in **Section 2.4**.
- 3.2.5. Bids submitted via electronic mail (email) or facsimile will **not** be considered.
- 3.2.6. Bids must be submitted in a sealed envelope or sealed package with the solicitation number and the date and time of the Bid opening clearly marked on the outside.
- 3.2.7. The Department is not responsible for improperly marked Bids.
- 3.2.8. It is the Respondent's responsibility to ensure its Bid is submitted at the proper place and time indicated in **Section 2.4**.
- 3.2.9. Bids must be received by the time specified in **Section 2.4**.
- 3.2.10. The Department's clocks will provide the official time for Bid receipt.
- 3.2.11. Materials submitted will become the property of the State 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 nor the State is liable for any costs incurred by a Respondent 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 Respondent considers any portion of their Bid 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 any other authority, Respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL**”.

Simultaneously, Respondent will provide the Department with a separate redacted paper and electronic copy of their Bid 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 Respondent on the cover, and must be clearly titled “**REDACTED COPY**”.

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

### **3.5 Price Page (Attachment B)**

Respondents must fill out the **Price Page (Attachment B)**, as indicated, and return it with their Bid.

### **3.6 Documentation**

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

#### **3.6.1 Minimum Qualifications**

Respondent must have a minimum of five (5) years of HVAC contractor experience in the field of commercial and industrial installation and service.

#### **3.6.2 References**

Respondents must provide contact information for three entities Respondent has provided commodities or services of a similar size and nature of those requested in this solicitation. Respondents must use the **Reference Form (Attachment C)** 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 Respondent's responsibility. The Department's determination is not subject to review or challenge.

### **3.6.3 Licenses/Certifications**

Florida Class A Air Conditioning License or Universal License

### **3.7 Special Accommodations**

Persons with disability requiring special accommodations should call the Department's Purchasing office at least five business days, prior to any pre-Bid conference, Bid opening, or meeting at (850) 245-4199. If hearing or speech impaired, please contact the Department's Purchasing office through the Florida Relay Service, at 1-800-955-8771 (TTY).

### **3.8 Responsive and Responsible (Mandatory Requirements)**

Respondents must complete and submit the following mandatory information or documentation as part of their Bid by the time specified in **Section 2.5**; any Bid which does not contain the information below will be deemed non-responsive to this ITB:

3.8.1. **Title Page** must be completed, signed, and returned with Bid submittal. **(Mandatory Requirement)**

3.8.2 **Price Page (Attachment B)**, must be completed as specified in **Section 3.5**.

3.8.3 Mandatory site visits are required – **Section 2.6**.

3.8.4 **Statement of Non-Collusion (Attachment D)** must be completed as specified.

3.8.5 **Respondent Certification Regarding Scrutinized Companies Lists (Attachment E)** must be completed as specified.

### **3.9 Late Bids**

The Procurement Officer must receive Bids pursuant to this ITB no later than the date and time specified in **Section 2.5**. Bids that are not received by the date and time specified will not be considered.

## SECTION 4.0 SPECIAL CONDITIONS

### 4.1 PUR 1000, General Contract Conditions

The PUR 1000 is incorporated by reference in this ITB and 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. The PUR 1000 is located at <http://dms.myflorida.com/content/download/2933/11777>.

**The terms of this solicitation control over any conflicting terms of the PUR 1000. Paragraph 31 of PUR 1000 does NOT apply to this ITB or any resulting contract.**

### 4.2 Scrutinized Companies

All Respondents seeking to do business with the Department must be in compliance with section 287.135, Florida Statutes. The Department may, at its option, terminate a contract if Respondent is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or have been engaged in business operations in Cuba or Syria.

Refer to Respondent Certification Regarding Scrutinized Companies Lists (**Attachment E**) Form, **Section 3.8.5**

### 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 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.

### 4.4 Certificate of Authority

All limited liability companies, corporations, 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 605, 607, 617, and 620, Florida Statutes, respectively, prior to Contract execution. The Department retains the right to ask for verification of compliance before Contract execution. Failure of the successful Provider to have appropriate registration may result in withdrawal of Contract award.

#### **4.5 Provider Registration**

Each Provider doing business with the State 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-1.033, 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 Respondent not registered in the MyFloridaMarketPlace system, unless exempted by rule. The successful Provider must be registered in the MyFloridaMarketPlace system within five days after posting of the Intent to Award.

Registration may be completed at:

<https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e2s1>

A Provider 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, Women, Service-Disabled Veteran, and Service-Disabled Veteran Business Participation**

The Department encourages minority, women, service-disabled veteran, and veteran-owned business enterprise participation in all its solicitations.

#### **4.7 Subcontractors**

Respondent may enter into written subcontracts for performance of 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 Respondent enters into with respect to performance under the Contract will in any way relieve Respondent 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 Commercial General Liability Insurance**

4.9.1. Respondent must secure and maintain, at its sole expense and for the duration of the Contract, term insurance policies to protect, any subcontractor(s), and the State as follows:

- 4.9.1.1. Workers' Compensation in accordance with applicable state laws and regulations.
- 4.9.1.2. General Liability Insurance covering all operations and services under the Contract in amounts sufficient to protect the Department.

4.9.1.3. Commercial Automobile Liability Insurance in amounts sufficient to protect the Department.

4.9.2. Certificates of insurance coverage described above must be furnished by Respondent on request of the Department.

4.9.3. 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 the policy is issued.

#### **4.9 Indemnification**

Respondent must save and hold harmless and indemnify the Department 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 the Contract, resulting in whole or in part from the negligent acts or omissions by Respondent, their subcontractor, or any of the employees, agents, or representatives of Respondent or subcontractor.

#### **4.10 Performance Measures**

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain performance measures which specify the required minimum level of acceptable service to be performed. The performance measures are detailed in the **Scope of Services (Attachment A)**.

#### **4.11 Financial Consequences**

Pursuant to section 287.058, Florida Statutes, the resulting Contract must contain financial consequences that will apply if Respondent fails to perform in accordance with the Contract terms. The financial consequences are detailed in the **Scope of Services (Attachment A)**.

#### **4.12 Order**

Respondents must become familiar with the Department's Order which contains administrative, financial, and non-programmatic terms and conditions mandated by federal laws, state statutes, administrative code rules, and directive of the Chief Financial Officer.

Use of the Order is mandatory for Department Direct Orders issued in MyFloridaMarketplace as they contain the basic clauses required by law. The terms and conditions contained in the Order Terms and Conditions are non-negotiable. The State of Florida, Department of Health, Order Terms and Conditions are located at:

[http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/\\_documents/DOH-Terms-and-Conditions.pdf](http://www.floridahealth.gov/about-the-department-of-health/about-us/administrative-functions/purchasing/_documents/DOH-Terms-and-Conditions.pdf)

#### **4.13 Conflict of Law and Controlling Provisions**

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Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.

#### **4.14 Agency Inspectors General**

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.

#### **4.15 Records and Documentation**

To the extent that information is used 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(12), 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, Respondent must make the public records available for inspection or copying upon request of the Department's custodian of public records in accordance with Chapter 119, Florida Statutes. Respondent'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 terminate the Contract.

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 Respondent 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, Respondent 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. 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.

Respondent 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.

#### **4.16 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 will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Only documents delivered by the United States Postal Service, a private delivery service, in person, or by facsimile during business hours will be accepted. Documents received after business 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.

**Do not send Bids to the Agency Clerk's Office. Send all Bids to the Procurement Officer and address listed in Section 2.5.**

**Agency Clerk mailing address:**

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

**Agency Clerk physical address  
for hand deliveries:**

Agency Clerk  
Florida Department of Health  
2585 Merchants Row Blvd.  
Tallahassee, Florida 32399  
Fax No. (850) 413-8743



**ATTACHMENT A  
SCOPE OF SERVICES**

A. Services to be provided:

1. General Description:

- a. General Statement: This Contract is for the provision of replacement of 50 Ton Carrier Air Cooling Condensing Unit (outside use only) at the Pondella Clinic, 83 Pondella Road North, Fort Myers Florida for the Florida Department of Health Lee County.
- b. Authority: Sections 154.02, Florida Statutes.

2. Definition of Terms:

- a. Business Days: Monday through Friday, excluding state holidays.
- b. Calendar Days: All days, including weekends and holidays.

B. Manner of Service Provision

1. Scope of Work: Respondent will dispose of existing air cooling condensing unit and provide and install a 50-ton Carrier Air Conditioning Condensing Unit at the Pondella Clinic, 83 Pondella Road North, Fort Myers Florida throughout the contract term.

a. Task List: Respondent will perform the following tasks:

- 1) Condensing unit must be ordered and delivered to the Pondella Clinic within three months from the Order issuance date.
- 2) Install a new condensing unit within two days from delivery of unit to the Pondella Clinic.
- 3) Remove existing condensing unit and properly dispose of per EPA guidelines, same day as delivery and installation of new system.
- 4) Provide crane services for removal of existing unit and the installation of new unit.
- 5) Provide all necessary city and county permits.
- 6) Change existing electrical power if needed to include but not limited to:
  - a. Branch circuits, breakers or conductors for the packaged unit that may be required by code or by the equipment manufacturer.
  - b. New Electrical disconnects shall be supplied and installed
- 7) Replace/replacement of mounting curbs, stands, electrical, and piping by state and local building codes. Ensure that new unit is

**ATTACHMENT A  
SCOPE OF SERVICES**

compatible with existing Air Handler and Automated HVAC System (WEBX).

- 8) Configure the New Air Cooling Condensing unit with the system required settings for the following:
    - a. Refrigerant (do not used brand that is scheduled for phase out).
    - b. Compressor
    - c. Condenser Fans
    - d. Condenser Coils
    - e. Controls
    - f. Fan Cycling Controls
    - g. Pressure Relief
    - h. Piping Connections
  - 9) Notify and coordinate with site manager if the building needs to be closed during delivery, installation and setup within 7 business days prior to delivery of unit.
  - 10) Provide a minimum of a one-year labor and material on unit, and 5-year compressor warrantee (from date of installation) The warranty shall apply to all equipment purchased under the provisions of the Bid. Warranties should be submitted with bid either appearing separately or included in pre-printed literature. Warranties of less than one- year labor and materials and less than 5 years compressor are not acceptable, and provisions here take precedence. **Warranty documentation is required with Bid submittal.**
- b. Deliverables: Respondent must complete or submit the following deliverables in the time and manner specified:
- 1) Complete all tasks in the time and manner specified in Tasks B.1.a.
- c. Performance Measures: Deliverables must be met at the following minimum level of performance:
- 1) All deliverables and related tasks must be complete 100% as specified in B.1.b.
2. Financial Consequences: Failure of Respondent to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:
- a. Failure to deliver and install an operational condensing unit and remove and properly dispose of existing unit as specified will result in a \$100 per day reduction in the invoice amount.
3. Service Location and Times:

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**ATTACHMENT A  
SCOPE OF SERVICES**

- a. Location:  
Lee County Health Department  
Pondella Clinic  
83 Pondella Road North  
Fort Myers, Florida
  - b. Changes in Location: Any changes to Provider's storage location must not interrupt order fulfillments.
  - c. Service Times: Services under this Contract must be provided Monday through Friday from 8:00 a.m. to 5:00 p.m., eastern standard time, excluding state holidays.
4. Staffing Requirement:
- a. Staffing Level: Provider must maintain an adequate administrative organizational structure and support staff sufficient to complete the deliverables under this contract.
  - b. Subcontractors: The Department will allow subcontractors for the provision of services under this contract as long as the deliverables are completed as specified.
- C. Method of Payment:
- 1. Payment: This is a Fixed Price, Unit Cost contract. The Department will pay the Provider upon completion of the deliverables as specified in Section B.1.b., in accordance with the terms and conditions of this Contract, and the Provider's price sheet, which is hereby incorporated by reference.
  - 2. Unit of Service: A unit of service will consist of the completion of the required deliverable as specified in Section B.1.b.
  - 3. Invoice Requirements: Provider must submit a properly completed invoice to the Department's Contract Manager within 15 days of completing each deliverable as specified. At a minimum, each invoice must be submitted on the Provider's letterhead, contain a description of all deliverables for the invoice period, number of units delivered per deliverable, total amount due per deliverable, total invoice amount, invoice number, invoice date, and period of services.
- D. Special Provisions:
- 1. Contract Renewal: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance

**ATTACHMENT A  
SCOPE OF SERVICES**

evaluations as determined by the Department and will be subject to the availability of funds.

2. Priority: This contract, its exhibits and attachments, replacement of air cooling condensing unit, and Provider's response to this ITB, contain all the terms and conditions agreed upon by the parties. In the event of any conflict among these documents, the order of precedence will be this contract, the ITB and then Provider's Response.

**ATTACHMENT B  
PRICE PAGE**

A single award solicitation will be made to the responsive, responsible Respondent offering lowest grand total for the items and services requested in this ITB, including delivery, FOB destination.

Unit price will control in the case of mathematical error(s).

No changes should be made to the format of this price page.

<b>Description</b>	<b>Price</b>
50 Ton Air Cooling Condensing Unit	\$ _____
Installation of a 50 Ton Air Cooling Condensing Unit Services	\$ _____

**Grand Total \$ \_\_\_\_\_**  
**(Unit + Installation = Grand Total)**

**ATTACHMENT C  
REFERENCE FORM**

Provider's Name:

Respondent must provide contact information for three references evidencing experience as described in **Section 3.6.1**. Respondents must use this reference form 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 Respondent's responsibility. The Department's determination is not subject to review or challenge.

1.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Products/services provided:</b>	
	<b>Agreement/Order Number:</b>	
	<b>Term of Agreement (Start – End Date): mm/dd/yyyy – mm/dd/yyyy</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	
2.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:City, State, Zip:</b>	
	<b>Products/services provided:</b>	
	<b>Agreement/Order Number:</b>	
	<b>Term of Agreement (Start – End Date): mm/dd/yyyy – mm/dd/yyyy</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	

**ATTACHMENT C  
REFERENCE FORM**

3.	<b>Company/Agency Name:</b>	
	<b>Address:</b>	
	<b>City, State, Zip:</b>	
	<b>Products/services provided:</b>	
	<b>Agreement/Order Number:</b>	
	<b>Term of Agreement (Start – End Date): mm/dd/yyyy – mm/dd/yyyy</b>	
	<b>Contact Name:</b>	
	<b>Contact Phone:</b>	
	<b>Contact Email Address:</b>	

**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 Florida Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department. I certify I have full authority to legally bind Respondent to the provisions of this Bid, proposal or reply.

\_\_\_\_\_  
Signature of Authorized Representative\*

\_\_\_\_\_  
Date

\*An authorized representative is an officer of the Respondent'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  
RESPONDENT CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

**Respondent Name:** \_\_\_\_\_

**Respondent Mailing Address:** \_\_\_\_\_

**City-State-Zip:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

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

**Federal Employer Identification Number (FEID):** \_\_\_\_\_

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Respondent, I hereby certify that the company identified above in the section entitled "Respondent Name" is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. 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.

**Signature of Authorized Representative\*:** \_\_\_\_\_

**Printed (Typed) Name and Title:** \_\_\_\_\_

\*An authorized representative is an officer of the Respondent'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.