



# **FLORIDA MUNICIPAL POWER AGENCY**

## **HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE OFFICE RFP # 2022-217**

**Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819-9002  
(407) 355-7767 Fax (407) 355-5796**



## FLORIDA MUNICIPAL POWER AGENCY

### HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE OFFICE

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# REQUEST FOR PROPOSAL

(This is not an order)

R  
E Florida Municipal Power Agency  
T TO: 8553 Commodity Circle  
U Orlando, Florida 32819  
R Attn: **Amie Yeargin**  
N

*IB FMPA 2022-217*

Date Issued: **October 26, 2022**

Telephone: (407) 355-7767

SEALED BIDS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT **2:00** P.M. ON THURSDAY, DECEMBER 1ST. WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA ADMINISTRATION BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Bids shall be submitted along with any necessary forms provided and must be manually signed.
- Bids shall be sealed in an envelope with the bid number, opening date, and time clearly indicated.
- Bids received after the opening date and time will be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.

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## DESCRIPTION

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**October 2022**  
**REQUEST FOR PROPOSAL #2022-217**  
FLORIDA MUNICIPAL POWER AGENCY  
**REQUEST FOR PROPOSAL HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE**  
**OFFICE**

See attached Invitation to Bid, General Conditions, Specifications, and Bid Forms for detailed description.

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It is the intent and purpose of the Florida Municipal Power Agency that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

**ADVERTISEMENT**

Bid For

**FLORIDA MUNICIPAL POWER AGENCY  
HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE OFFICE  
REQUEST FOR PROPOSAL #2022-217**

Sealed bids will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819, **until 2:00 p.m., DECEMBER 1, 2022**, when at that time bids will be opened publicly by a FMPA representative.

The bid is for HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE OFFICE as more fully described in the bid package.

Bid packages for this project may be obtained from FMPA, at the above address, by telephone (407) 355-7767, or via Internet from <http://www.fmpa.com>

No bid may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of bids. Bids received after the day and time stated above will not be considered and will be returned to the bidder unopened.

Bids will be accepted by companies who have established, through demonstrated expertise and experience that they are qualified to provide the service as specified.

**A mandatory pre-bid meeting is scheduled for 2:00 p.m. on Wednesday, November 2, 2022, at FMPA's Administrative Office. FMPA will only accept bids from firms represented at this pre-bid meeting.**

The Florida Municipal Power Agency reserves the right to reject any and all bids in total or in part and/or to waive defects in bids.

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Jacob Williams  
General Manager  
Florida Municipal Power Agency

**FLORIDA MUNICIPAL POWER AGENCY**  
**RFP #2022-217**  
**REQUEST FOR PROPOSAL HVAC MAINTENANCE CARE PLAN FOR FMPA**  
**ADMINISTRATIVE OFFICE**

**1. Introduction**

The Florida Municipal Power Agency (FMPA) office building at 8553 Commodity Circle, Orlando, Florida is seeking proposals from HVAC contractors to provide Maintenance Care Plan for our HVAC systems. The building is twenty-two years old consisting of two stories and approximately 25,000 square feet.

**2. FMPA Description**

Formed by the Florida Legislature in February 1978, the Florida Municipal Power Agency is a non-profit, joint action agency created to serve the needs of municipal electric utilities in Florida. Of the 32 municipal systems in the State, 29 are FMPA members who participate at varying levels in Agency activities.

Member utilities of the Agency serve approximately 500,000 customers. Each member appoints one representative to the Board of Directors which governs the Agency's activities. Currently FMPA has five power supply projects and one pooled financing project. Thirteen members currently purchase all their power requirements from the Agency (All-Requirements Project). Thirteen (13) members participate in other FMPA power supply projects.

In addition to power supply and pooled financing, many FMPA members participate in various joint purchasing activities. Included are purchases of distribution line construction materials and various technical services such as instrument calibration and testing at power plants.

**3. General Description of Services Sought**

FMPA requesting proposals for HVAC Firm to provide a proposal for HVAC Maintenance Care Plan for the following Scope of Work.

➤ **Carrier Air-Cooled Chillers**

**Annual Maintenance and Inspection Scope perform one (1) time per year**

- a) Log chillers
- b) Check electrical wiring and electrical components for proper operation and condition.
- c) Inspect safeties for proper mounting and operation.
- d) Inspect all operating and safety controls
- e) Check amperage readings on all motors and compressors.
- f) Pull compressor oil sample for analysis.
- g) Inspect condenser fan blades and motors for wear and general condition.
- h) Lube all motors and bearings
- i) Clean condenser coils, annually.
- j) Check unit controller to verify proper operation of chiller.
- k) Inspect unit cabinet for proper integrity.
- l) Provide a written report of work completed and indicates all detected deficiencies.

## **Carrier Air-Cooled Chillers continued**

### **Quarterly Maintenance and Inspection perform three (3) times per year**

- a) Log chillers
- b) Visually inspect unit for proper operation and listen for any unusual noises and/or vibrations.
- c) Verify unit controller operates properly.
- d) Check all readings and temperatures for proper operation.
- e) Verify operation of the condenser fan and motors.
- f) Check condition of electrical wiring and operation for electrical components.

#### **➤ JCI/YORK Chilled Water Air Handlers**

### **Annual Maintenance and Inspection perform one (1) time per year**

- a) Take amperage readings on motors, annually.
- b) Clean chilled water coils and condensate pans annually.

## **JCI/YORK Chilled Water Air Handlers**

### **Quarterly Maintenance and Inspection perform four (4) times per year**

- a) Replace 2" pleated filters, quarterly.
- b) Visually inspect for proper operation and listen for any unusual noise and/or vibrations, quarterly.
- c) Inspect cleanliness of evaporator coils and condensate pans, quarterly.
- d) Inspect electrical connections for proper condition and wear, quarterly.
- e) Inspect condition of pulleys and belts for proper tension alignment and wear, quarterly.
- f) Install condensation pan treatment, quarterly.
- g) Verify proper drainage of condensate pans, quarterly.

#### **➤ Chilled Water Pumps**

### **Quarterly Maintenance and Inspection perform four (4) times per year**

- a) Lubricate pumps and motors as needed, if applicable.
- b) Check for unusual noise and/or vibration, quarterly.
- c) Check chiller controller for alarms or other problem indicators for pumps, quarterly.
- d) Check pump seals for any water leakage.
- e) Submit report quarterly with findings and notify customer of any needed repairs.

#### **➤ Liebert Computer Room AC Systems**

### **EverPure 2000 Water Filtration System for the Humidification Canisters**

### **Annual Maintenance and Inspection perform one (1) time per year**

- a) Clean condenser coils once annually.
- b) Replace belt, annually.
- c) Change the two filters for the EverPure 2000 water filtration systems for Liebert units.

## **Liebert Computer Room AC Systems**

### **Quarterly Maintenance and Inspection perform four (4) times per year**

- a) Check air filters for any restrictions and replace filters four (4) times per year.
- b) Inspect all operation and safety controls.

- c) Inspect fan blades, shafts, and motor bearings.
- d) Inspect blower assembly.
- e) Inspect all motors and compressors.
- f) Inspect drain pan and pan treatment and verify proper water drainage through condensate piping system.
- g) Inspect belts for proper condition and alignment within pulleys.
- h) Check refrigeration cycle to include suction and discharge pressures, refrigerant lines, head pressure, hot gas bypass valve and thermostatic valve.
- i) Check humidifiers for proper operation.
- j) Check reheat element operation.
- k) Check external interlocks for proper operation.
- l) Inspect unit cabinet for proper integrity.
- m) Measure voltage and amperage of all motors.
- n) Take pressure readings of all compressors, check for leaks check oil levels and inspect and tighten electrical connections.
- o) Check air-cooled condenser for cleanliness and make sure motor mounts are tight, bearings are free and in good condition, refrigerant lines are properly supported. inspect and tighten electrical connects.
- p) Place system in operation and measure temperature drop across coil.
- q) Provide a written report of work completed and indicate all detected deficiencies.

➤ **Exhaust and Relief Fans**

**Annual Maintenance and Inspection perform one (1) time per year**

- a) Check for proper operation of all fans, annually.
- b) Inspect electrical connections and wiring, annually.
- c) Inspect all fan motors, annually.
- d) Replace belts on all belt drive fans, annually.
- e) Provide a written report of work completed and indicate all detected deficiencies.

➤ **Variable Frequency Drives**

**Quarterly Maintenance and Inspection perform four (4) times per year**

Inspect electrical connections, general operation, and cleanliness, on a quarterly basis.

**Filter List**

Unit ID	Manufacturer	Qty	Type	Size	Changes per Year
AHU-1	JCI/YORK	12	PLEATED	16X20X2	4
AHU-1	JCI/YORK	4	PLEATED	20X20X2	4
AHU-2	JCI/YORK	24	PLEATED	16X20X2	4
CRAC-1	LIEBERT	2	PLEATED	20X20X4	4
CRAC-2	LIEBERT	1	PLEATED	16X20X2	4

## Equipment List

Unit ID	Qty	Make	Model	Size	Location
AHU-1	1	JCI/YORK	XT1-072X078-PALA	20 hp	Mechanical Room
AHU-2	1	JCI/YORK	XT1-069X093-PAM	20 hp	Mechanical Room
CHLR-1	1	CARRIER	3ORAP0556FAQ110	50 tons	Mechanical Yard
CHLR-2	1	CARRIER	3ORAP0556FAQ110	50 tons	Mechanical Yard
Unit ID	Qty	Make	Model	Size	Location
CRAC-1	1	LIEBERT	MMD60E7CHSLB	5 ton	Computer Room
CRAC-2	1	LIEBERT	mmd36e-phedb	3 ton	Computer Room
CU-1	1	LIEBERT	PFH067A-AL7	Up to 20 tons	Outside
CU-2	1	LIEBERT	PFH037A-PL3	Up to 20 tons	Outside
EF-1	1	GREENHECK	G-103-V6-4-X	Frac. To 1	Roof
EF-2	1	GREENHECK	G-103-V6-4-X	Frac. To 1	Roof
EF-4	1	GREENHECK	G-060-V0-6-X	Frac. To 1	Roof
EF-5	1	GREENHECK	NA	Frac. To 1	Roof
EF-6	1	GREENHECK	LB-42-50-X	Frac. To 1	Roof
EF-7	1	GREENHECK	LB-42-50-X	Frac. To 1	Roof
PUMP-1	1	BELL & GOSSETT	PCHWP1	10 hp	Mechanical Room
PUMP-2	1	BELL & GOSSETT	PCHWPS	10 hp	Mechanical Room
RF-1	1	GREENHECK	CH-101-V6-4-X	Frac. To 1	Roof
VFD 1-4	4	ABB	ON UNITS		Mechanical Room

**Firms are encouraged to provide a list of additional services offered.**

## 4. Invitation to Bid Schedule

FMPA's timetable for this Invitation to Bid process is shown below. Note that all times shown are based on eastern daylight savings time (EDT) or Eastern standard time (EST), as appropriate; however, the dates shown are only estimates and may be modified at any time by FMPA.

<b>Public Notice/Distribution of RFP</b>		<b>October 26, 2022</b>
<b>Mandatory Pre-Bid Meeting</b>	<b>2:00 p.m.</b>	<b>November 02, 2022</b>
<b>Deadline for Questions</b>	<b>2:00 p.m.</b>	<b>November 10, 2022</b>
<b>Deadline for Response</b>	<b>2:00 p.m.</b>	<b>November 15, 2022</b>
<b>Sealed Bid(s) Due Date</b>	<b>2:00 p.m.</b>	<b>December 01, 2022</b>
<b>Award to Proposer</b>		<b>December 08, 2022</b>
<b>Initiation of Work</b>		<b>January 2023</b>



## 5. Notice to Bidders

Sealed Bid packages will be received until 2:00 p.m. on **December 1, 2022** ("Bid Due Date") at the offices of Florida Municipal Power Agency. Each bidder is required to submit an Affidavit of Compliance (included in this package), other forms included in this package as appropriate, and any other information necessary to allow a complete evaluation of the bid. Registered bidders will be notified through the issue of bid addenda of any change in the Bid Due Date or other necessary revision to information contained in this Invitation to Bid. FMPA reserves the right to reject all bids received after the Bid Due Date.

*One original and two (2) copies of the bid response package should be sealed and delivered to the following address:*

**Amie Yeargin**  
**Facilities Specialist**  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32819

**Clearly legible on the outside of the sealed envelope shall be "REQUEST FOR PROPOSAL HVAC MAINTENANCE CARE PLAN FOR FMPA ADMININSTRATIVE OFFICE FMPA IB # 2022-217".**

## 6. Duration of Offer

Bids submitted in response to this Invitation to Bid are irrevocable for ninety (90) days following the closing date. This period may be extended at FMPA's request only by written agreement of the bidder. The content of this Invitation to Bid and the bid of the successful bidder will be included by reference in any resulting contract.

## 7. Right of Rejection

This Request for Proposal is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit bids.

FMPA reserves the right to:

- 1) Reject any and all bids received in response to this RFP;
- 2) Waive any requirement in this RFP;
- 3) Not disclose the reason for rejecting a proposal.
- 4) Not select the bid with the lowest price
- 5) Seek and reflect clarifications to bids.

## 8. Bid Contents

- a) **Description of Services Details** - Proposers are to include with their proposal a complete description of their understanding of the services requested and the services available.
- b) **Related Experience** - Proposers must demonstrate first-hand experience in providing similar services. Proposers must provide a listing of clients for whom the bidder has provided similar services, a general description of the services rendered, and a contact name and telephone number.
- c) **Qualifications of Staff** - Proposals should include a description of any special qualifications of the personnel to be providing services which the bidder believes should be considered in evaluating the bid.
- d) **Resources** - Bidders are to provide a discussion on current backlog, size of crews, number of crews available, and any other pertinent information relating to the bidder's ability to perform the work in a timely fashion.
- e) **Use of Subcontractors**: The proposal must specifically identify if any aspects of the project may be completed by a subcontractor. Specific tasks and the specific subcontractor to be used must be provided.
- f) **Special Features or Suggestions** - Proposals should include a description of any special features of bidder's installation or materials used which the bidder believes should be considered in evaluating the bid.

Bidders are invited to provide suggestions to FMPA concerning changes to the scope of work or any other suggestions that will reduce cost or improve the life or performance of the installations. However, bidders should provide a response to this RFP fully in compliance with the scope of work as written. FMPA may or may not, at its sole discretion, follow suggestions provided by proposers.

## 9. Interpretations and Addenda

All questions regarding interpretation of this Invitation to Bid, technical or otherwise, must be submitted in writing to the following:

By Fax: **Amie Yeargin**  
(407) 355-5794

By Mail or Courier: **Amie Yeargin**  
**Facilities Specialist**  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, Florida 32809

By Email: Amie.yeargin@fmpa.com

Only written responses provided by FMPA to bidder's questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all bidders and posted on FMPA's web site at [www.fmpa.com](http://www.fmpa.com). Copies of all addenda issued in connection with this Invitation to Bid will be sent to all registered bidders and posted on FMPA's web site at [www.fmpa.com](http://www.fmpa.com).

## **10. Errors, Modifications or Withdrawal of Bid**

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which should be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

## **11. Proprietary Confidential Business Information**

All proposals shall be the property of FMPA. Pursuant to Section 119.071(1) (b), Florida Statutes (2014), all sealed packages submitted to FMPA in response to this RFP are exempt from the public records disclosure requirements of Article 1, section 24(a) of the Florida Constitution and section 119.07(1), Florida Statutes, until such time as FMPA provides notice of a decision or 30 days after proposal opening, whichever is earlier. FMPA will not disclose to third parties any information labeled "Confidential" in a proposal unless such disclosure is required by law or by order of any court or government agency having appropriate jurisdiction.

However, FMPA reserves the right to disclose any information contained in any proposal to third parties for the sole purpose of assisting in the proposal evaluation process.

## **12. Bidder Qualifications**

FMPA will accept bids from firms knowledgeable in providing services. Bidders unfamiliar to FMPA may be required to provide proof of experience.

## **13. Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting is scheduled for 200 P.M. on Wednesday, November 2, 2022, at FMPA Administrative Office. FMPA will only accept bids from firms represented at this mandatory pre-bid meeting.

## **14. Items Provided by Contractor**

The selected bidder shall supply all labor and materials necessary to provide the scope of services listed.

## **15. Default and Damages Provisions**

FMPA will negotiate the conditions of default and damages with the successful bidder.

## **16. Evaluation Process**

The bids will be evaluated based on information provided by each bidder by the Bid Due Date. No additional data will be considered after the Bid Due Date, except for clarifications requested by FMPA. FMPA will evaluate the bids in terms of price and non-price factors.

Selection and rejection of bids and notification of bidder at all stages will remain entirely with FMPA's discretion. FMPA intends to notify bidders not selected under this solicitation within a reasonable amount of time.

### **Price Criteria**

Bids will be evaluated on the two following price criteria:

1. The lump sum price for the scope of services listed. Backup information used to develop the lump sum price shall be provided (i.e., square footage calculations, coverage estimates, etc.) so that FMPA can be assured the bid adequately and fairly meets its needs.
2. The value of any cost saving options presented by the bidder ("value engineering"), to the extent the options are accepted and implemented by FMPA

### **Non-Price Criteria**

In addition to the price criteria listed above, the bids will be evaluated in accordance with the following non-price criteria: **FMPA Employee, you may state your own criterion below.**

1. Experience of key personnel assigned
2. Experience of the firm in providing the services listed
3. Warranty provided
4. Qualitative aspects of value engineering suggestions provided by the Bidder
5. Time to complete the job
6. Qualitative aspects of the plan to protect surrounding interior areas of the building that will be impacted.

### **Interview**

At this time, FMPA does not anticipate the need for a formal interview of short-listed candidates. However, based on the responses, FMPA reserves the right to schedule appropriate interviews with selected bidders. If needed, the interviews will be scheduled at a mutually convenient time.

## **17. Public Entity Crimes Statement**

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

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

## **18. Collusion**

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- (1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- (2) Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (4) The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into and;
- (5) No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

**19. Drug Free Workplace**

Whenever two or more responses to this RFP are identical with respect to quality, delivery, and service are received, preference shall be given to a respondent that certifies that it has implemented a drug-free work-place program by completing and executing the attached Drug Free Workplace Statement.

**20. Subcontracted Services**

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors. If work is intended to be subcontracted, BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS. In addition, Contractor(s) must notify FMPA any time work will include subcontracted services. FMPA maintains the right to reject the proposed subcontractor for specific project work.

**21. Control of Work and Subcontractors**

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

**22. Safety and Protection**

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the site who may be affected by the project work.
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the project site.

**23. Insurance**

Before starting and until Acceptance of Work by FMPA, and without further limiting Supplier’s liability under this Agreement, the Supplier shall procure and maintain, at its sole expense, insurance of the types and in the amounts stated below:

Schedule	Amount
<u>Workers Compensation</u> Statutory Coverage Employer’s liability including appropriate Federal Acts	Statutory Limits \$500,000 each occurrence

<u>Commercial General Liability</u> Premises, Operations Products Completed, Operations Contractual Liability Independent Suppliers	\$1,000,000 each occurrence  \$2,000,000 aggregate – bodily injury and property damage, combined single limit
<u>Automobile/Vehicle Liability</u> All vehicles – Owned, non-owned, hired	\$1,000,000 each occurrence, combined single limit
<u>Excess/Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

Supplier’s Commercial General Liability policy shall remain in effect for at least two years after all work is complete.

Supplier shall specify FMPA as additional insureds for all coverage except Worker’s Compensation and Employer’s Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by FMPA.

The Supplier shall require their insurance carrier to waive all rights of subrogation against FMPA, their members, their employees, directors, and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence, or willful misconduct of the FMPA, or any indemnitee.

All deductibles for insurance specified herein shall be paid by supplier.

All Subcontractors performing Work pursuant to this bid shall procure the insurance required under this bid during the life of the subcontract. The subcontractor insurance may be provided through separate coverage or by endorsement under insurance provided by supplier. Supplier shall submit Subcontractor’s certificates of insurance to FMPA prior to allowing Subcontractor to perform Work at any site or Work Area.

**24. Site Access Conditions**

FMPA and authorized staff shall provide Contractor access to the Facility as necessary to perform the Services. Access shall be subject to Contractor’s obligation to comply with the following conditions:

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
2. Contractor shall take all safety measures reasonably necessary to protect FMPA and FMPA property, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by FMPA for the Facility. In the event of a security emergency, FMPA may deny Contractor access to a Facility or request that Contractor leave the Facility.

3. Contractor shall maintain all required insurance coverage's set forth in Section 23 at all times during the term of the Purchase Order.
4. Contractor's performance of Services shall not interfere with the use, occupancy, or enjoyment of the Facility by FMPA.
5. No work or activity performed as part of the Services shall cause to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify FMPA and shall be responsible for the cost of repairing any such damage should it occur.
7. FMPA rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any FMPA Facility.

## **25. Final Contract**

A final contract will be provided and negotiated with the selected bidder prior to the initiation of any work. All aspects of the Request for Proposal will be included in the final contract.

Any final contract(s) that result from the proposal evaluation and negotiation process may need to be submitted to FMPA's Executive Committee and/or Board of Directors for approval.

Initiation of any work is contingent on FMPA's Executive Committee and/or Board of Directors budget approval for the project.

## **26. Entire Contract**

These General Terms and Conditions, the Services Agreement between FMPA and the selected vendor(s), (including attachments thereto, constitute the entire agreement.



**REQUEST FOR PROPOSAL # 2022-2017  
FOR HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE OFFICE**

I have carefully examined the Request, Terms and Conditions, Scope of Work, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all conditions of this bid.

I hereby propose to furnish the services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheet AOC-1.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prices quoted shall remain firm and irrevocable for a period of 45 days.

**ADDENDA.** The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____	Dated _____
Number _____	Dated _____
Number _____	Dated _____

<u>Provide a price for HVAC Maintenance Care Plan for FMPA Administrative Office</u>		
Contract Year	Annual Amount.	Quarterly Billing
Year 1		
Year 2		
Year 3		

Hourly Labor Rates for Technicians \$ \_\_\_\_\_

Discount for Parts and/or Labor \_\_\_\_\_ %

Respectfully submitted:

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

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

(Authorized Representative)

\_\_\_\_\_

(Type or Print Name of Signer)

# DRUG-FREE WORKPLACE COMPLIANCE FORM

## IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

## STATEMENT OF NO BID

**Amie Yeargin**  
**Facilities Specialist**  
Florida Municipal Power Agency  
8553 Commodity Circle  
Orlando, FL 32819

We, the undersigned, have declined to submit a bid on your Invitation to Bid Number # **2022-217, December 2022, FLORIDA MUNICIPAL POWER AGENCY REQUEST FOR PROPOSAL HVAC MAINTENANCE CARE PLAN FOR FMPA ADMINISTRATIVE OFFICE** for the following reasons:

- We do not offer this service/product.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Other \_\_\_\_\_

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders of the Florida Municipal Power Agency.

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

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

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

\_\_\_\_\_

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

Toll Free Number: \_\_\_\_\_

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

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

**AFFIDAVIT OF COMPLIANCE**  
**FMPA # 2022-217**  
**REQUEST FOR PROPOSAL HVAC MAINTENANCE CARE PLAN FOR FMPA**  
**ADMINISTRATIVE OFFICE**

\_\_\_\_\_ We DO NOT take exception to the Bid Specifications.

\_\_\_\_\_ We TAKE exception to the Bid Specifications as follows:

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

By: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

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

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Toll Free Number: \_\_\_\_\_

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

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

## **SAMPLE Services Agreement**

This Services Agreement is effective into on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and **Name of company and mailing address**

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Contractor is a company providing **(summary of services)**. The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A. The use of this service will be on an as needed basis per FMPA.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

### **Section 1. Scope of Services**

Contractor shall provide its services (the "Services") to FMPA as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. If any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

### **Section 2. Term & Termination**

This agreement shall become effective upon the date stated in this agreement and shall remain in effect for a period of three (3)1 year from the effective date.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for any reason upon 30 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Work, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by

Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

### **Section 3. Compensation and Payment**

FMPA shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 10 days after receipt of an invoice.

### **Section 4. Independent Contractor Status.**

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract.

### **Section 5. Standard of Care.**

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

### **Section 6. Insurance**

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

General Liability (including Completed Operations): \$1,000,000

Contractor shall provide FMPA with a certificate evidencing compliance with the above terms and naming FMPA as an additional insured, except on the worker's compensation policy. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

## **Section 7. Indemnification**

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

## **Section 8. General Terms and Conditions**

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

COMPANY NAME

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

SAMPLE



**Schedule A**

SAMPLE