

**INFORMAL BID REQUEST**  
**IBR 21-04 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

The Leon County Research & Development Authority (LCRDA) requests written bids to provide HVAC Preventative Maintenance and Repair Services for Innovation Park of Tallahassee.

BID DUE: All bids must be RECEIVED by the date and time specified.

Date: January 11, 2022    Time: 2:00pm

All bids must be mailed or hand-delivered in a sealed envelope to:

Leon County R&D Authority  
C/O NAI Talcor, Stephanie Shoulet  
ATTN: IBR 21-04  
1018 Thomasville Road, Suite 200A  
Tallahassee, FL 32303

**PRE-BID MEETING:**

All questions regarding the bid will be answered at a meeting to be held: December 16, 2021, 2:00pm.

Meeting location:

LCRDA Offices:  
2051 E. Paul Dirac Drive  
Tallahassee, FL 32310

Questions will not be answered at any other time.

The contract period is from March 1, 2022 through February 28, 2023 with two additional one-year terms at the option of LCRDA.

The agreement to be awarded shall be a contract with the LCRDA substantially in the form attached hereto as Attachment 3. Details of the services to be provided are described in the Scope of Services “Exhibit A” to Attachment 3 herein. **DO NOT COMPLETE THE CONTRACT ATTACHMENT.**

The bid format instruction:

1. Bidders must meet minimum qualifications of being actively engaged in the type of business requested for a minimum of two years, and shall provide a completed Minimum Qualifications Statement form, attached hereto as Attachment 2, including three work references for which your business has provided similar services.
2. By submitting a bid, the bidder represents that he/she understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided.
3. Bidders shall use the Price Proposal attached hereto as Attachment 1 to submit its bid.

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Award of contract:

1. The LCRDA intends to award this contract to the responsible and responsive bidder who bids the lowest cost as identified in the Attachment 1, Price Proposal, attached hereto and made a part hereof.
2. The LCRDA will determine, in its sole discretion, which bidders are responsible and responsive, and reserves the right to cancel this Informal Bid Request at any time and not award a contract.

**NOTE:** In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** 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 proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer:	FEID #:
Address:	City, State, Zip:
Authorized Signature:	Date:
Printed / Typed:	Title:
E-mail Address:	

**ATTACHMENT 1  
 INFORMAL BID REQUEST  
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**PRICE PROPOSAL**

NOTE: All bidders must prepare the price proposal in the format provided.

The Contract shall be paid based upon the scope of work and service visits outlined in Exhibit A of attach. Additional Services to be billed separately.

	Property Name	Property Address	Year 1		Year 2		Year 3	
			Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost
1	Collins	2051 E Paul Dirac Dr						
2	Knight	1736 W Paul Dirac Dr						
3	Johnson	2035 E Paul Dirac Dr						
4	Morgan	2035 E Paul Dirac Dr						
5	Phipps	2007 E Paul Dirac Dr						
	<b>TOTAL</b>							

In the event, it becomes necessary to add or delete a unit from those listed in Exhibit D, the below cost will be used to adjust the contract cost to accommodate such addition or deletion of unit(s).

**HVAC REPAIR SERVICES**

**a. Hourly Rates**

**Foreman/Journeyman**

Normal Working Hours, Monday through Friday,  
 7:00 a.m. to 5:00 p.m.

\$ \_\_\_\_\_ Per Hour

Overtime Hours, Monday through Friday, after 5:00 p.m.  
 And Saturday/Sunday/Holidays

\$ \_\_\_\_\_ Per Hour

**b. Materials/Equipment Cost Plus \_\_\_\_\_%**

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.

**ATTACHMENT 2**  
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**MINIMUM QUALIFICATIONS STATEMENT**

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

Provide a written statement detailing your qualifications:

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**WORK REFERENCES**

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**ATTACHMENT 3-SAMPLE CONTRACT  
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**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the Leon County Research and Development Authority, a public Authority created pursuant to Chapter 159, Part V, Florida Statutes, having its principal place of business in Tallahassee, Florida (the “Authority”), and - \_\_\_\_\_), a State of Florida corporation having its principal place of business in Tallahassee, Florida ( the “Contractor”).

WHEREAS, the Authority issued IBR Number 21-04 HVAC Preventative Maintenance and Repair Services on \_\_\_\_\_, and;

WHEREAS, the Authority wishes to allow for the Contractor to provide HVAC Preventative Maintenance and Repair Services independent of the Authority, and the Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. SERVICES. The Authority hereby allows the Contractor to provide the services described in Exhibit “A” attached hereto and made a part hereof (the “Services”), upon the terms and subject to the conditions of this Agreement.
2. TERM. The Agreement shall become effective for one (1) year commencing March 1, 2022, and terminate on February 28, 2023, unless terminated in accordance with the provisions of paragraphs 8 or 9.
3. OPTION TO EXTEND. The Authority shall have the option to extend the contract for two (2) additional one (1) year terms upon sixty (60) days written notice prior to the end of the then expiring term and any extensions thereof. This agreement may be extended in additional one (1) year terms by mutual agreement of the parties.
4. COMPENSATION. The amount of compensation payable by the Authority to Contractor shall be based on the rates and schedules described in Exhibit “B” attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit “B”, payment shall be made within thirty (30) days after receipt of Contractor’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the Authority require one to be performed.
5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall, in its performance of this Agreement, comply fully with all federal, state, county and other municipal laws and regulations, as they may be amended from time to time.
6. INDEMNIFICATION. Contractor shall indemnify, defend and hold harmless the Authority, its partners, officers, directors, shareholders, employees and agents (collectively

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referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or subcontractors (collectively referred to as “Contractor”) or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its subcontractors, as provided above, for which the Contractor’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. The indemnity set forth herein shall be in addition to those indemnities otherwise provided by law.

7. INSURANCE. Contractor shall, at all times during the term hereof, maintain the insurance coverages as set forth in Exhibit “C” attached hereto and made a part hereof.

8. CANCELLATION OR DEFAULT. In the event the Contractor’s performance is deficient, the Authority shall notify the Contractor in writing of the deficiencies and the Contractor shall have ten (10) days to correct such deficiencies. Should the Contractor fail to take appropriate action (acceptable to the Authority in its sole discretion) to correct such deficiencies, the Authority, in addition to all remedies available to it by law, may immediately upon written notice to Contractor by U.S. Mail terminate this Agreement whereupon all payments, advances or other compensation paid by Authority to the Contractor while Contractor was in default shall be immediately returned to the Authority. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination.

9. AUTHORITY’S RIGHT TO TERMINATE. The Authority shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) days prior to the effective date of such termination. In such event, the Authority shall pay to Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the Authority be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

10. TERMINATION OF PARTICULAR LOCATIONS. The Authority reserves the right to terminate at will, any particular location(s). Should it become necessary to add new locations to the Agreement, a new Agreement amount shall be negotiated to include such new location(s) and shall coincide with the existing Agreement terms. Should the Authority and Contractor fail to agree upon an amount to be charged for new location, the Authority reserves the right to award such location(s) as it deems necessary.

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11. STRIKES OR LOCKOUTS. In the event the Contractor should become involved in a labor dispute, strike or lockout, it shall be required to make whatever arrangements that may be necessary to ensure that the conditions of the Contract are met in their entirety. Should the Contractor be unable to fulfill the Contract requirements, the Authority reserves the right to make alternative arrangements to insure the satisfactory completion of work Contractor is unable to perform. Any costs, provided those costs would have been covered under this Agreement, incurred by the Authority as a result of such job action shall be the responsibility of the Contractor.

Under no circumstances, shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, labor disputes, fires, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, malicious mischief or act of God. However, in connection with any causes, if the Contractor has a duty to take certain actions, it shall be responsible for the losses caused by the Contractor's negligent acts or omissions.

Under no circumstances, shall either party be liable for special, indirect or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise, notwithstanding any indemnity provision to the contrary.

12. NOTICES. All notices or other communications required under this Agreement shall be in writing and shall be given by hand delivery, by U.S. Mail, or by recognized overnight courier at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the fifth day after being posted or the date of actual delivery, whichever is earlier, or if by courier, on the date of receipt.

To Authority:

Leon County Research and Development Authority  
Attention: Executive Director  
1736 W. Paul Dirac Drive  
Tallahassee, FL 32303

To Contractor:

[TBD]

13. MISCELLANEOUS

- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.
- b. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.
- c. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

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- d. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- e. The filing of any petitions in bankruptcy whether voluntary or involuntary on the part of Contractor, shall give Authority the right to terminate this Agreement.
- f. No amendment, change, or modification of this Agreement shall be valid or binding upon the parties unless same shall be in writing and signed by the parties.
- g. This agreement, including all attachments and exhibits thereto, constitutes the full agreement of the parties and there are no further or other agreements, statements or warranties, whether written or oral, relied upon or in between them relating to the subject matter hereof, except as expressly herein stated. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.
- h. This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the Authority, which may be withheld or conditioned, in the Authority's sole discretion, and any such purported assignment in breach of this Agreement shall be null and void. The Authority reserves the right to assign this Agreement without first obtaining the consent of Contractor.
- i. The prevailing party in any action or proceeding to enforce this Agreement or for damages or declaratory relief in connection herewith shall be entitled to recover its reasonable costs and expenses, including attorney's fees, and costs through litigation, all appeals and any bankruptcy proceedings. Authority's liability to pay such costs and expenses shall be limited to the extent provided in Section 768.28 Florida Statutes, as may be amended from time to time. Nothing herein shall be construed to be a waiver of Authority's sovereign immunity.
- j. Contractor shall be an independent contractor and not an employee, partner or joint venture of Authority under this Agreement. Contractor shall be responsible for all income taxes, social security taxes, self-employment taxes and any other taxes to which Contractor or Authority may be subject to as a result of this Agreement or Contractor's performance hereunder.
- k. Contractor shall comply with all Authority rules and regulations, as they may be amended from time to time, governing access to and conduct on the property.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**THE CONTRACTOR**  
[CONTRACTOR NAME], Inc.,  
a State of Florida Corporation

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

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

Title: \_\_\_\_\_

**THE AUTHORITY**  
Leon County Research and Development Authority,  
a public Authority created pursuant to Chapter 159, Part V, Florida Statutes

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

Name: Kevin Graham

Title: Chair

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**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTENT**

The purpose of this contract is to provide the Authority with preventative maintenance and repair service for Heating, Ventilating, and Air Conditioning Systems in Innovation Park.

**2. LABOR AND MATERIALS**

The Contractor, at its sole cost, shall furnish all labor, materials for preventative maintenance, tools, transportation, payroll, taxes, insurance, sales taxes, equipment, permits and fees necessary to properly perform all services according to the specifications set forth in this agreement. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Contractor's work. This shall include any stored materials and supplies, if any. The Contractor is solely responsible for the handling of any items necessary for it to perform its work.

**3. INDEPENDENT CONTRACTORS**

Contractor will not be allowed to treat employees as independent contractors. No individuals or subcontractors classified as independent contractors, pursuant to the United States Internal Revenue Service definition, shall be permitted to work on any part of this contract, or in or on the premises of any Authority building, as an express term and condition of this bid. Contractor shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance is available for each of his employees.

**4. SAFETY**

The Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. In addition, the Contractor shall maintain a safe work environment at all times. The technician shall report immediately to the Authority's Property Manager or designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the Contractor. The Contractor shall take all necessary precautions for the safety of Contractor's employees and the general public and shall erect and properly maintain at all times all necessary facility safeguards for the protection of the Contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

The Contractor shall provide all of the necessary equipment and tools required to perform the services of this contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

The Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure Contractor's employees are performing their work in a safe manner.

**5. PERSONNEL**

- a. Contract Manager  
Contractor shall arrange for a contract manager (which may be the Contractor himself) and an alternate to be the primary contacts for services. The contract manager or alternate must respond within 30 minutes.

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The contract manager will receive notices, reports, or requests for service from the Property Manager of the Authority or her representative, (herein after referred to as the “Property Manager”) and shall be available at all times when the contract work is in progress. It is the policy of the Authority that Authority direction or supervision of Contractor’s employees, directly or indirectly, shall not be exercised.

b. **Employees**

All employees assigned by the Contractor to perform the work as outlined under this contract shall be physically able to do their assigned work. It shall be the Contractor’s responsibility to ensure that all employees meet the physical standards to perform the work assigned.

**6. ACCESS TO LOCATIONS**

Contractor’s staff must wear photo identification displaying the company name and employee name on their person when performing work at any buildings. All personnel or agents or the contractor must observe all rules and regulations in effect at the buildings.

Employees or agents of the contractor, while on Authority property, shall be subject to the control of the Authority, but under no circumstances shall persons be deemed to be employees or agents of the Authority.

**7. INVOICING**

An invoice will be generated after each Preventative Maintenance service has been performed. Invoices for Preventative Maintenance and associated materials shall be billed at the applicable contract rates of which shall not be exceeded.

Each service call or additional work request shall generate a separate invoice detailing the labor charge and the parts and materials.

All invoices must be separated by building and include description of service performed.

Each invoice shall have attached a final service report referencing all service activity performed including the date, hours worked, and type of work performed.

**8. CONTRACTOR CLIENT MANAGER**

The contractor shall assign one responsible managing employee to act as the Authority’s client manager. This client manager shall be assigned to the Authority as requested and provide reporting as described herein.

Upon request, client manager shall meet with the Authority’s Property Manager or designee to review all open work, service reports and any proactive recommendations by the contractor. Contractor shall not invoice for time spent at these meetings.

**9. MATERIAL SAFETY DATA SHEET**

Contractor shall supply MSDS for all products to be used on site prior to start of work and in sufficient time to allow notice to be posted at buildings.

**10. INVENTORY**

Contractor shall maintain an adequate inventory of commonly used replacement parts/ equipment, service tools within the contractor’s warehouse, or service vans, in order that emergency repairs can be made to Authority equipment at once with a minimum of shut down time.

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**11. PREVENTATIVE MAINTENANCE SERVICES**

The Contractor shall furnish all air filters, belts, lubricants, condensate pan tablets quarterly at no additional cost. All other replacement parts shall be procured according to the “REPAIRS” provisions in these specifications. All repairs during inspections in excess of \$250.00 will require the prior approval of the Authority’s Property Manager or designee. This contract will cover all HVAC equipment maintained by the Authority in the below listed buildings. The current equipment list is included herein as Exhibit D.

	PROPERTY NAME	PROPERTY ADDRESS
1	Collins Building	2051 E Paul Dirac Dr
2	Knight Administration Centre	1736 W Paul Dirac Dr
3	Johnson	2035 E Paul Dirac Dr
4	Morgan	2035 E Paul Dirac Dr
5	Phipps	2007 E Paul Dirac Dr

**a. Quarterly Preventative Maintenance Services**

At the inception of each contract year, the Contractor shall establish with the Authority’s Property Manager a schedule for each quarterly preventative maintenance to be performed. Services shall be scheduled 3 months apart with variation of no more or less than one week. Changes to scheduled maintenance must be approved by the Authority’s Property Manager. The following shall be performed at each quarterly preventative maintenance service:

- i. Replace air filters. Filters shall have a MERV rating of 9 or higher.
- ii. Check overall operation of system
- iii. Check and adjust belts and replace belts, as needed
- iv. Flush drain lines
- v. Check all ductwork for loose or broken connections, repair any abnormalities found, and record work performed
- vi. Check all damper motors for proper stroke, adjust as required to insure proper operation with no binding
- vii. Check all linkages, adjust as needed and replace badly worn units
- viii. Clean all debris from equipment housing
- ix. Check all motors and compressors for proper voltage and amperage draw
- x. Lubricate all motors and bearings as required, check bearings for noise, fan blades for clearance, etc.
- xi. Check condensate drain, pans and piping
- xii. Check and adjust, as necessary, all equipment controls and safeties for proper operation including but not limited to thermostats, relays, line starters, control coils, freeze stats, fire stats, fan cycling switches, and high- and low-pressure cutouts
- xiii. Check and tighten all electrical connections blow out control cabinets with compressed air
- xiv. Vacuum filter section, as needed
- xv. Check heating equipment and adjust as necessary

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- xvi. Check amperage on heater elements and fan motor against rated amperages
- xvii. Check for plugged strainers or nozzles and clean as necessary
- xviii. Check refrigerant charge and record temperature, if low, find and repair leak, and recharge system
- xix. Clean condensate pans thoroughly and install new algae treatment tablet
- xx. Compile the temperature difference of AC outlet air vs. room temperature on a sampling of the units in each building and provide a report of these measurements.
- xxi. Prepare a preventative maintenance service report with the following information: air range, suction and discharge pressures, amperage readings and rated amperages, ambient air temperatures
- xxii. Check for any mold and/or mildew contamination. Report findings to Authority's Property Manager or designee.
- xxiii. Calibrate all controllers as needed
- xxiv. Check that all electrical and equipment covers are in place and in good condition. Replace as required and report deficiencies
- xxv. Check exhaust fans for proper operation, lubricate all motors and bearings as required, check bearings for noise

**b. Other Preventative Maintenance Services**

- i. Contractor shall clean evaporator coils and condenser coils as needed, but no less than annually.
- ii. Pre-winter startup of HVAC system (heat pumps and heaters) shall be done to coincide with quarterly tune up, belts/filter servicing in September/October. Pre-winter startup shall check to ensure heating system is working properly and shall include cleaning electric heating coils as recommended by the manufacturer.

**12. REPAIRS**

During the course of the work, if repairs are identified, Authority approval is required to obtain a purchase order number for the work before contractor may proceed with the repair. Verbal authorization and purchase order number will be provided to contractor via telephone. Purchase order number must be included on the invoice. For repairs in excess of \$250.00 identified during afterhours or emergency call-ins, the Authority's Property Manager or designee shall be contacted by telephone for advisement and approval.

**13. RESPONSE TIME**

The Contractor shall be available for emergency calls on a twenty-four (24) hour basis, seven days a week. The Contractor shall have the ability to respond to Emergency service calls with a one (1) hour on-site response time. Three (3) documented failures to comply may be considered cause for termination of contract.

Response time for emergency repairs shall not exceed three (3) hours total on Saturday, Sunday and holidays. Emergency service calls shall be defined as unit failures that cannot await regular scheduling.

Contractor shall respond and commence work within three (3) hours or less for regular repairs which may include but not be limited to equipment malfunctions.

Emergency service during overtime hours that require major repairs or parts not normally carried by the responding mechanic will be scheduled for completion the next regular business day.

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Responding to afterhours emergency service calls, the contractor will affect any temporary repairs required, leaving the equipment in safe operating condition. Should emergency repairs not be able to be completed by the close of business the contractor is to notify the Authority's Property Manager or designee and advise of the outstanding condition and required action and/or parts and effect permanent repair the following day or as otherwise agreed to.

**14. DEFINITION OF REGULAR AND OVERTIME HOURS**

Regular business hours are defined as any hours worked between 7:00 AM and 5:00 PM, Monday through Friday. Overtime hours are defined as any work performed outside of "Regular Business" work hours; which include New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

**15. TIME AND MATERIAL WORK**

All quotes for work shall include a cost breakdown submitted by the contractor as follows: labor rate, quantity of hours, materials list, wholesale cost (with evidence of same) and mark up, at applicable contract rates.

The Authority reserves the right to delete or add additional units as needed, at contract bid prices.

Each call shall generate a separate invoice detailing the labor charge and the parts/materials as outlined above.

All invoices are required to include a separate purchase order number, which can be obtained by calling the Authority's Property Manager.

**16. HOURLY LABOR RATE**

The Authority does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked at the site. The labor charge shall include all travel. No additional travel time will be honored.

**17. MATERIALS**

**Parts / Materials Prices: All materials, not otherwise provided under the preventative maintenance portion of the agreement, shall be invoiced at actual wholesale cost plus a percentage (%) markup as specified in Exhibit B. Copies of the contractor's own purchase invoices reflecting actual costs shall accompany each invoice to the Authority.**

All materials and parts utilized shall be new. For units under warranty, only Original Equipment Manufacturers (OEM) parts shall be used, unless otherwise approved in advance of order and installation.

**18. REPORT PROCEDURE**

Following each visit, the Contractor shall furnish the Authority's Property Manager or designee a written acknowledgement detailing all preventative maintenance examinations, repairs, tests and any other vital information for each unit, on a separate submittal for each building.

**19. SERVICE TAG**

All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion of work. The service tag/sticker shall be used to document the following information: the date serviced, the name of the technician(s), and a description of the service(s) performed. The service tag/sticker must contain adequate space to document future repairs and must be placed in a location to

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prevent weather related damages. **The technician shall not place the new service tag over pre-existing service tags, including tags that have previous history and repairs.**

**20. FAULTY MATERIALS**

The contractor shall take full responsibility for faulty materials and shall remedy all defects due thereto, at no additional cost to Authority, and pay any damage to other resulting there from, which shall appear within one (1) year. The Authority shall give notice of observed defects with reasonable promptness.

**21. PERMITS**

The contractor shall be responsible to secure the construction permit, if required, for every project before commencement of work.

**22. SUBCONTRACTING**

Contractor shall not subcontract any work without first obtaining the prior approval of the Authority's Property Manager, which approval may be withheld in his/her sole discretion, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

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**ATTACHMENT 3-SAMPLE CONTRACT  
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**EXHIBIT B  
COMPENSATION**

The Contract shall be paid based upon the scope of work and service visits outlined in Exhibit A of attach. Additional Services to be billed separately.

	Property Name	Property Address	Year 1		Year 2		Year 3	
			Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost	Cost per Quarter	Annual Cost
1	Collins	2051 E Paul Dirac Dr						
2	Knight	1736 W Paul Dirac Dr						
3	Johnson	2035 E Paul Dirac Dr						
4	Morgan	2035 E Paul Dirac Dr						
5	Phipps	2007 E Paul Dirac Dr						
	<b>TOTAL</b>							

In the event, it becomes necessary to add or delete a unit from those listed in Exhibit D, the below cost will be used to adjust the contract cost to accommodate such addition or deletion of unit(s).

**HVAC REPAIR SERVICES**

**c. Hourly Rates**

**Foreman/Journeyman**

Normal Working Hours, Monday through Friday,  
7:00 a.m. to 5:00 p.m.

\$ \_\_\_\_\_ Per Hour

Overtime Hours, Monday through Friday, after 5:00 p.m.  
And Saturday/Sunday/Holidays

\$ \_\_\_\_\_ Per Hour

**d. Materials/Equipment Cost Plus \_\_\_\_\_%**

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, overhead, profit, insurance, and any other cost necessary to cover the finished work of the several kinds called for.



**ATTACHMENT 3-SAMPLE CONTRACT  
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**EXHIBIT C  
INSURANCE**

- a. **CONTRACTOR’S INSURANCE.** Contractor shall, at its sole cost, maintain limits no less than the following throughout the Term:
- i. **General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$2,000,000 annual aggregate. Contractor’s insurance shall include Authority as an additional insured as provided herein below.
  - ii. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage for non-owned, hired automobile. Contractor’s insurance shall include Authority as an additional insured as provided herein below. The requirements of this provision may be waived upon submission by Contractor of a written statement that no automobiles are used to conduct business.
  - iii. **Worker’s Compensation and Employers Liability:** Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of naming Authority as an additional insured, Contractor shall provide to Authority a waiver of all rights of subrogation against Authority with respect to losses payable under such workers’ compensation policy(ies).
- b. **AMENDED INSURANCE REQUIREMENTS.** Authority reserves the right to reasonably amend the insurance requirements to standards reasonable and customary for the size and type of business being conducted by Contractor by the issuance of a notice in writing to Contractor. The Contractor shall provide any other insurance or security reasonably required by Authority.
- c. **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions applicable to any of Contractor’s policies required above shall be declared to and approved by Authority. Thereafter, at the request of Authority, Contractor shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Authority, its agents, officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
- d. **AUTHORITY AS ADDITIONAL INSURED.** Authority, its agents, officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Contractor’s insurance policies, other than workers’ compensation policies, that include coverage for the following:
- i. liability arising from, or in connection with, activities performed by, or on behalf of, Contractor;
  - ii. products and completed operations of Contractor;
  - iii. premises owned, occupied, or used by Contractor; or

**ATTACHMENT 3-SAMPLE CONTRACT  
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- iv. automobiles owned, leased, hired, or borrowed by Contractor.
- e. **CONTRACTOR’S INSURANCE AS PRIMARY.** With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Contractor, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance with respect to Authority, its agents, officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Authority, its agents, officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it. In such instances when Contractor’s insurance coverage is primary, Contractor hereby waives all rights of subrogation against Authority with respect to losses payable under such insurance coverage.
- f. **CERTIFICATES OF INSURANCE.** Contractor shall furnish Authority with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Authority prior to the commencement of Contractor’s services under this Agreement. Authority reserves the right to require complete, certified copies of all Contractor’s required insurance policies at any time. Each of Contractor’s required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Authority. All of Contractor’s required insurance policies shall be placed with insurers with a Best’s rating of no less than A:VII and which are licensed in the state of Florida.
- g. **OTHER ENDORSEMENTS REQUIREMENTS FOR CONTRACTOR’S INSURANCE.** Each of Contractor’s required insurance policies shall contain endorsements for, or otherwise provide, the following:
  - i. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Authority, its agents, officers, officials, employees, or volunteers;
  - ii. that, to the extent of insurer’s limits of liability, Contractor’s insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and
  - iii. that the companies issuing the insurance policy(ies) shall have no recourse against Authority for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Contractor.

**ATTACHMENT 3-SAMPLE CONTRACT  
INFORMAL BID REQUEST  
IBR 21-04 HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES**

**EXHIBIT D – HVAC Equipment List**

Bldg	Unit#	Type	Make	Serial	Model	Year	Ton	Notes
Knight	1	Condenser	Payne	3109X66838	PF13N1042-B	2010	3.5	
Knight	1	AHU	Payne	1810A82663	PF4MNA042	2010		
Knight	2	Condenser	York	W0G8037G39	Y2B03011A	2008	2.5	
Knight	2	AHU	York	AHP030B3XH21H	A089583193	2008		
Collins	1	Condenser	York	W1C1837607	YHJD4854453A	Jul-11	4	
Collins	1	AHU		W1D1931286	MA20D	Jul-11		
Collins	2	Condenser	York	W1E2810033	YHJD6054454A	Jul-18	5	
Collins	2	AHU		XCM8062476	N1AH02046A	May-03		
Collins	3	Condenser	York	WKLM055970	E4FD060546A	Apr-03	5	
Collins	3	AHU		AON6319863	MA20DN41A	Mar-07		
Collins	4	Condenser	Trane	11215R3R4A	73D40RAA	May-11	6	
Collins	4	AHU		K1510R55H	TWE080A300BB	Apr-95		
Collins	5	Condenser	Trane	11215PIG4A	TWA073D40RAA	May-11	7.5	
Collins	5	AHU		K124K6J5H	TWE090A300BB	Mar-95		
Collins	6	Condenser	Trane	N134PNDAF	TTR030C100A3	Mar-98	2.5	
Collins	6	AHU		K98K04954A	MCCA003NAG00BAB06	Oct-98		
Collins	7	Condenser	Mitsubishi	6001825	MUY-A24NA	7/2011	2	
Collins	7	AHU		6001816	MUSY-A24NA	7/2011		
Collins	8	Condenser	York	WIM1431979	YHJR3654153A	Jun-86	3.5	
Collins	8	AHU		XFNS187849	F2RP042H06B	Jul-04		
Collins	9	Condenser	York	W1L0413409	YHJR2454153A	Jul-11	2	
Collins	9	AHU		W1C1687769	AHX30	Jul-11		
Collins	11	Condenser	York	W1F1IS2931	YHJD4854453A	Mar-01	4	
Collins	11	AHU		ADC6038347	N1AHC16446G	Jun-86		
Collins	12	Condenser	York	NCKM023046	E1FB120A46D	Mar-01	5	
Collins	12	AHU		NAT5038268	F2EH120A33A	Jun-86		
Collins	13	Condenser	York	MCT5114413	N2AHD16A46A	Jun-86	3.5	
Collins	13	AHU	York	W1D1931289	MA20DN41H	Jun-86		
Collins	14	Condenser	Trane	10124K4R2F	TWA060A3000A1	Oct-89	5	
Collins	14	AHU	York	EEJ5108245	N1AHD2006A	May-00		
Collins	15	Condenser	York	W1E0868972	YHJ06054454A	Jun-10	4	
Collins	15	AHU		W0F9860634	MA20DN41H	Jun-10		
Collins	16	Condenser	York	WELM062762	6054454A	Apr-03	5	
Collins	16	AHU		NCTS112596	YZB02411A	Jun-86		
Collins	17	Condenser	York	W038851815	YZB02411A	2008	2	
Collins	17	AHU		A0B8642333	SHP24B3XH21A	2008		
Collins	18	Condenser	York	ML55411290	N2AHD16A46A	Oct-89	3	
Collins	18	AHU	York	W1B1737431	MA12BN41H	Oct-89		
Collins	19	Condenser	York	N1A1650454	PC090C00A4AAA2A	Jan-03	7.5	
Collins	19	AHU		NNL5006389	F3EH090A33A	Jan-03		
Collins	20	Condenser	York	MCT5114431	N2AHD16A46A	Oct-89	4	
Collins	20	AHU	York	W1E001004746	MA20DN47H	Oct-89		

Bldg	Unit#	Type	Make	Serial	Model	Year	Ton	Notes
Johnson	1	Condenser	Dakin	1708197526	DZ115A0904AB	Jan-18	7.5	
Johnson	1	AHU	Dakin	1708006409	DAR0904AB	Jan-18		
Johnson	2	Condenser	Trane	K12198991	TWA240B400BA	Mar-95	20	
Johnson	2	AHU		K144XDP6H	TWE240B400BC	Apr-95		
Johnson	3	Condenser	Trane	9521LPCAD	TWA073D40RAA	Dec-09	7.5	
Johnson	3	AHU		9515NENBD	TWE090D00AA	Dec-09		
Johnson	4	Condenser	Trane	K131JWTAH	TWA180B400BA	Apr-95	15	
Johnson	4	AHU		K1755BJ6H	TWE180B400BD	Apr-95		
Johnson	5	Condenser	Carrier	3419E04261	25HCE448A600	Aug-21	4	
Johnson	5	AHU		K1636KA5H	TWE060A400BB	21-Aug		
Johnson	6	Condenser	Trane	K1415U4AH	TWA120A400BA	Apr-95	10	
Johnson	6	AHU		K1742AW5H	TWE120A300BB	Apr-95		
Johnson	7A	Condenser	Pomona	207899H95	CDS015VH	1985	10	
Johnson	7A	AHU		8953016	SACC000-2U-40N-12	1985		
Johnson	7B	Condenser	Liebert	207899H95	CD5015VH	1985	10	
Johnson	7B	AHU		8953017	SACC000-2U-40N-12	1985		
Johnson	8	Condenser	Trane	3395KM45F	2A7A1018A1000A	Sep-03	1.5	
Johnson	8	AHU		K16392803	TWH018B140A1	Apr-95		
Johnson	9	Condenser	Trane	3211YLL2F	2TWA0060A4000AB	May-03	5	
Johnson	9	AHU		K164TNG5H	TWE060A400BB	Apr-95		
Johnson	10	Condenser	Trane	K13198432	TWA090A400BA	Mar-95	7.5	
Johnson	10	AHU		K163NMG5H	TWE090A300BB	Apr-95		
Johnson	11	Condenser	Carrier	3018C91429.	38AUQA08A0B6A0A0A0	Aug-18	7.5	
Johnson	11	AHU		2318U19371	40RUQA08T2A6	Aug-18		
Johnson	12	Condenser	Trane	84145EYAD	TWA120A400FB	Oct-08	10	
Johnson	12	AHU		K174UC95H	TWE120A300BB	Apr-95		
Johnson	13	Condenser	York	WIF2916505	YHJD6054454A	Sep-18	5	
Johnson	13	AHU	York	MA20DN41H	WIF2880266	Sep-18		
Johnson	14	Condenser	Trane	K08198666	TWA180B400BA	Feb-95	15	
Johnson	14	AHU		K181N4XX6H	TWE180B400BC	May-95		
Johnson	15	Condenser	TraneXR	17355L1DAF	4TTR4018L1000AB	Sep-17	1.5	IT Room SEAC
Johnson	15	AHU	Trane	172846YE3L	TEM4A08185215AA	Sep-17		
Johnson	16	Mini-Split	Mitsubishi	MX2-2C2ON A2-U1	MXZ-2C2ONA2	18-Mar		Fuqua Restrooms
Johnson	17	Mini-Split	Mitsubishi	1001367T	MV-A09WA	Mar-18		IT Room SEAC

Bldg	Unit#	Type	Make	Serial	Model	Year	Ton	Notes
Morgan	1	Condenser	Trane	D13221016	TWJ730A100A0	Mar-89	2.5	
Morgan	1	AHU	Dakin	1708006409	DAR09048B	Jan-17		
Morgan	2	Condenser	York/Trane	WKNM025901	E1RA090546G	Jan-07	7.5	
Morgan	2	AHU	Trane	170012	BWE090C400FA	Mar-89		
Morgan	3	Condenser	Trane	13474P3NTA	TWA240E40RAA	Nov-13	20	
Morgan	3	AHU	Trane	13405MSRWA	TWA240E400BB	Oct-13		
Morgan	4	Condenser	York	15031XE44A	TWA120D40RAA	Jan-15	10	
Morgan	4	AHU	Trane	176778	BWE120C400FA	Mar-89		
Morgan	5	Condenser	York	W0A7394752	E1RA060S46H	Jun-07	5	
Morgan	5	AHU	Trane	No numbers shown				
Morgan	6	Condenser	Trane	13292L79TP	TWA180E40RAA	Jul-13	15	
Morgan	6	AHU	Trane	179255	BWV180B400DA	Mar-89		
Morgan	7	Mini-Split	Mitsubishi	MXZ-2020N P2-U1 7ZPO7588	MXZ-2C20WA2	Mar-18		Fuqua Restrooms
Phipps	1	Condenser	Carrier	0812E2-0710	25HBC360A-300	Feb-12	5	
Phipps		AHU	Trane	2102KPA5H	TWE060A400CA	2001		
Phipps	2	Condenser	Trane	9182RG31F	2TWA0072A4000AB	2009	5	
Phipps		AHU	Trane	9234N7BBD	TWE060A400EL	2009		
Phipps	3	Condenser	Carrier	2807E24732	25HNA636300	2009	3	
Phipps		AHU	Carrier	1407A68988	FE4ANF003	2009		
Phipps	4	Condenser	Carrier	3207E10979	25HNA648A300	2009	4	
Phipps		AHU	Carrier	1307A88348	FE4ANF005	2009		
Phipps	5	Condenser	Carrier	2807E24733	25HNA636A300	2009	3	
Phipps		AHU	Carrier	1407A68980	FE4ANF003	2009		
Phipps	6	Hanging strap heater	Dayton	C8635137	3E405	None Shown	N/A	

Count of Bldg Type	Make	Bldg Collins	Johnson	Knight	Morgan	Phipps	Grand Total	
<b>AHU</b>		<b>19</b>	<b>16</b>	<b>2</b>	<b>6</b>	<b>5</b>	<b>48</b>	
	Carrier					3	3	
	Dakin		1		1		2	
	Payne			1			1	
	Trane		1		5	2	8	
	York	4	1	1			6	
	(blank)	15	13				28	
<b>Condenser</b>		<b>19</b>	<b>16</b>	<b>2</b>	<b>6</b>	<b>5</b>	<b>48</b>	
	Carrier		2			4	6	
	Dakin		1				1	
	Liebert		1				1	
	Mitsubishi	1					1	
	Payne			1			1	
	Pomona		1				1	
	Trane	4	9		3	1	17	
	TraneXR		1				1	
	York	14	1	1	2		18	
	York/Trane				1		1	
	<b>Hanging strap heater</b>						<b>1</b>	<b>1</b>
	Dayton						1	1
<b>Mini-Split</b>			<b>2</b>		<b>1</b>		<b>3</b>	
	Mitsubishi		2		1		3	
<b>Grand Total</b>		<b>38</b>	<b>34</b>	<b>4</b>	<b>13</b>	<b>11</b>	<b>100</b>	

Bldg (All)

Count of Bldg																				
AHU	AHU Total	Conden ser												Conde nser Total	Hanging strap heater	Hanging strap heater	Mini-Split	Mini-Split Total	Grand Total	
(blank)			1.5	2	2.5	3	3.5	4	5	6	7.5	10	15	20	N/A		(blank)			
Carrier	3	3				2		2	1		1				6				9	
Dakin	2	2									1				1				3	
Dayton																1	1		1	
Liebert											1				1				1	
Mitsubishi				1											1			3	3	4
Payne	1	1					1								1					2
Pomona												1			1					1
Trane	8	8	1	2					3	1	3	2	3	2	17					25
TraneXR			1												1					1
York	6	6	2	1	1	2	4	6			1	1			18					24
York/Trane											1				1					1
(blank)	28	28																		28
<b>Grand Total</b>	<b>48</b>	<b>48</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>10</b>	<b>1</b>	<b>7</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>48</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>100</b>



Bldg (All)

Count of Bldg																				
AHU	AHU Total	Conden ser												Conde nser Total	Hanging strap heater	Hanging strap heater	Mini-Split	Mini-Split Total	Grand Total	
(blank)			1.5	2	2.5	3	3.5	4	5	6	7.5	10	15	20	N/A		(blank)			
Carrier	3	3				2		2	1		1				6				9	
Dakin	2	2									1				1				3	
Dayton																1	1		1	
Liebert											1				1				1	
Mitsubishi				1											1			3	3	4
Payne	1	1					1								1					2
Pomona												1			1					1
Trane	8	8	1	2					3	1	3	2	3	2	17					25
TraneXR			1												1					1
York	6	6	2	1	1	2	4	6			1	1			18					24
York/Trane											1				1					1
(blank)	28	28																		28
<b>Grand Total</b>	<b>48</b>	<b>48</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>6</b>	<b>10</b>	<b>1</b>	<b>7</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>48</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>100</b>