



City of

D E E R F I E L D

B E A C H

Request for Proposals

HVAC MAINTENANCE AND REPAIR SERVICES RFP #2013-14/16

Purchasing Division
401 SW 4th Street, Deerfield Beach, FL 33441
Phone: 954-480-4381
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 HVAC Maintenance and Repair Services
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City of
D E E R F I E L D

B E A C H

February 21, 2014

**PUBLIC NOTICE
FOR
HVAC MAINTENANCE AND REPAIR SERVICES
RFP #2013-14/16
DUE DATE: WEDNESDAY, MARCH 12, 2014 AT 11:00 A.M. EST**

The City of Deerfield Beach is seeking Proposals from qualified Heating, Ventilating and Air Conditioning (HVAC) vendors, hereinafter referred to as the Proposer, to provide Maintenance and Repair Services in accordance with the terms and conditions, scope of services contained in this Request for Proposal.

Sealed Proposals shall be delivered in a sealed envelope and addressed to the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441, until Wednesday, March 12, 2014 at 11:00 a.m. EST, at which time and place they will be publicly opened and read. All Proposers or their representatives are invited to attend the RFP opening. Proposals shall be clearly labeled with the Proposer's legal name, address and telephone number, Proposal title and number and due date.

Proposers are responsible for making certain that their Proposal is received at the location specified by the due date and time. The City of Deerfield Beach is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. No oral, e-mailed or facsimile Proposals or modifications will be considered unless specified. Proposals received after the due date and time will be returned to the Proposer unopened.

A cone of silence is in effect for this RFP. The cone of silence prohibits certain communications between potential respondents and the City.

An RFP document can be obtained through the City of Deerfield Beach, Purchasing Division on Friday, February 21, 2014. An RFP document may be requested by emailing sfrancis@deerfield-beach.com or picked up at the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. Proposals will only be accepted from registered Proposers who have obtained the RFP document from the Purchasing Division.

For additional information, contact Paul Collette, Buyer at (954) 480-4418 or pcollette@deerfield-beach.com.

Burgess Hanson, City Manager

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 Purpose

1.1.1 The City of Deerfield Beach, Florida (the City) invites qualified and experienced Contractors to submit Proposals to provide the City with HVAC Maintenance and Repair Services. These services shall include heating and ventilating, air conditioning and refrigeration.

1.1.2 It is the intention of the City to make an award to a Primary and Secondary Proposer(s) who will best serve the interests of the City.

1.1.3 This is a time and materials contract for HVAC Maintenance and Repair Services.

1.2 City Background Information

The City is the most northeast community in Broward County and it borders City of Boca Raton and Palm Beach County to the north, the Atlantic Ocean to the East, the Florida Turnpike to the West, the City of Pompano Beach and City of Lighthouse Point to the south.

The City of Deerfield Beach is located on the world famous gold coast of Southeast Florida. The City is home to more than 78,000 residents and prestigious employers. The City of Deerfield Beach provides services and a quality of life that help residents and employers alike enjoy the lifestyle of South Florida and prosper in an ever-growing international economy.

1.3 Point of Contact

All inquiries, questions, and requests for additional information concerning of this RFP, shall be sent in writing via mail, e-mail, or facsimile to:

City of Deerfield Beach
Purchasing Division
Attn: Paul Collette, Buyer
401 SW 4th Street
Deerfield Beach, FL 33441
Fax: (954) 480-4388
E-mail: pcollette@deerfield-beach.com

All responses to questions pertaining to the technical specifications or Proposal requirements shall be issued through an official addendum.

1.4 Contract Term

1.4.1 Initial Term and Renewal Options

The initial contract term shall be for a three (3) year period and shall commence upon final execution of the Contract by the City or as otherwise indicated in the final contract. The City reserves the right to renew the contract for two (2) additional one (1) year renewal terms providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City.

1.4.2 Contract Extension

In the event services are scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.5 Minimum Qualifications

Each Proposer shall complete the Proposer's Qualification Statement and submit the same with his or her Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

- a. Proposer must have all current licenses and insurances required to perform the specified service and must maintain such licenses and insurances throughout the initial contract period and renewal periods.
- b. Proposer must have been in business for providing HVAC Maintenance and Repair Services for a minimum of three (3) years.
- c. All personnel shall be experienced in performing the service specified. The City reserves the right before recommending award of this Proposal to inspect the facilities of the Proposer, or to take any other action necessary to determine the ability to perform in accordance with the specifications, terms and conditions in this Proposal.

1.6 Required Licenses and/or Certifications

To be considered responsive to this RFP the Proposer must possess the following licenses and certifications at the time of submittal:

- 1.6.1 Proposer shall be a licensed State of Florida Certified Class A or Class B Air Conditioning Contractor.
- 1.6.2 The Contractor and any subcontractors must maintain proper licenses and certifications throughout the contract term and any renewal periods. A copy of the license and certifications shall be submitted with the Proposal documents. Any Proposal that is submitted by a Proposer who is not properly licensed and/or certified at the time the Proposal is submitted may be rejected as non-responsive.

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

- 2.1 Addenda, Changes and Interpretations**
Any inquiry or request for interpretation received seven (7) or more days prior to the due date for the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum. Addenda will be issued via e-mail and sent to the e-mail address provided by each plan holder no later than five (5) days prior to the Proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided on the Proposal form. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by Proposer. It is the responsibility of each prospective Proposer to verify that they have received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.
- 2.1.1** Failure to acknowledge receipt of addenda which affect price shall be considered a major irregularity; in which case, the Proposal will be deemed non-responsive.
- 2.1.2** Failure to acknowledge receipt of addenda which do not affect price shall be considered a minor irregularity; in which case, the City has the sole discretion to waive.
- 2.2 Proposer Qualifications**
Proposer shall be in the business of providing HVAC Maintenance and Repair Services and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform if awarded a Contract. Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.
- 2.2.1** Before awarding the Contract, the City reserves the right to require that the Proposer submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.2.2** Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.2.3** Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.3 Qualifications Statement**
Each Proposer shall complete the Qualifications Statement, and submit the same with their Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.
- 2.4 Proposer's Experience Record**
The City shall have the right to investigate the financial condition and experience record of each prospective Contractor and determine to its satisfaction the competency of each to undertake the project requested by this Proposal.
- 2.5 Proposer's Cost**
The City shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.6 Proposal Acceptance**
Any Proposal may be withdrawn up until the Proposal opening date and time (due date). Any Proposal not so withdrawn shall upon opening constitute as an irrevocable offer to the City to provide the products and/or services set forth in the RFP. Proposer warrants by virtue of submitting his Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of RFP opening unless otherwise stated in the RFP.
- Extensions of time when Proposals shall remain open beyond the Ninety (90) day period may be made only by mutual written agreement between the CITY, the Successful Proposer, and the surety, if any, for the Successful Proposer.
- 2.7 Nonexclusive Contract/Additional Services**
Proposer agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products or services at its sole option.
- 2.8 Mistakes**
Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a Proposal.
- 2.9 Examination of Contract Documents**
Before submitting a Proposal, each Proposer must (a) examine the Proposal documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services; (c) study and carefully correlate Proposer's observations with the Proposal documents; and (d) notify in writing City's designated representative, Paul Collette, Buyer, City of Deerfield Beach Purchasing Division at pcollette@deerfield-

beach.com of all conflicts, errors, irregularities or discrepancies in the Proposal Documents.

2.9.1 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Proposal, that without exception the Proposal is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

2.10 Contract Administration

Overall performance under the resultant contract shall be supervised by the Director of Environmental Services or his designee. If at any time during the contract period, performance is deemed to be unsatisfactory the City shall issue a formal Notice of Default to the Contractor. Upon notification by the City, Contractor shall take such necessary steps to cure the default as per contract requirements.

2.11 Rejection of Proposals

The City reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the Proposal process.

2.12 Protest Procedures

In accordance with Section 38-139 of the City of Deerfield Beach Code of Ordinances, if a Bidder intends to protest a solicitation or proposed award the following shall apply:

2.12.1 Any respondent (also known as Bidder/Proposer) to competitive solicitation who is aggrieved in connection with the pending award of a competitive solicitation or any element of the process leading to the award of a competitive solicitation may protest to the Purchasing Manager. A protest must be filed within five (5) business days of the first date that the respondent to the competitive solicitation knew or should have known of the facts giving rise to the protest, but no later than five (5) business days after notification of notification of intent to award the recommendation of the selection/evaluation committee or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Purchasing Manager.

2.12.2 Upon receipt of a protest of the pending award of a competitive solicitation, the

Purchasing Manager shall review the charge to determine whether the protest was timely filed. If upon review the Purchasing Manager determines that the protest was not timely filed, the Purchasing Manager shall dismiss the protest. If it is determined that the protest was timely filed, the Purchasing Manager shall notify all Bidders of the protest and inform them of the scheduled hearing before the City Commission and of their right to intervene. Any Bidder may formally intervene in the proceeding by filing a request to intervene with the Purchasing Manager.

2.12.3 The Purchasing Manager shall require a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash, a cashier's check, or a payment bond and shall be in the amount of 1% of the amount of the pending award, with a minimum deposit of \$250 and a maximum deposit of \$1,000.

2.12.4 The protester and intervener(s) may file written documentation relating to the protest with the Purchasing Manager. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to City Commission action on the protest.

2.12.5 The City Commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the City Commission may deny the protest without further participation by the protester or intervener(s). The Commission, in its sole discretion, may deny the protest, grant the protest and fashion relief or remedial action as it deems appropriate, or reject all bids and begin the ITB process again.

2.13 Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a Proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.14 Background Checks

2.14.1 Any Proposal, contract or request for proposal which requires a contractor,

subcontractor, consultant or sub-consultant to perform work in or on city property shall include a requirement for a criminal background check for any person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property.

- 2.14.2** Contractors and consultants shall, at their expense, obtain a criminal background check through Florida Department of Law Enforcement Computerized Criminal History (CCH) data base (Level I) for each person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant having access to city property prior to beginning the work.
- 2.14.3** All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The Contractor or Consultant shall be required to submit an affidavit on the form included with the Proposal documents, the request for proposal or the request for qualifications certifying that background checks have been completed for all employees as set forth in subsection (b) above who will perform work on City property and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (d) below shall perform work on City property. Such affidavit shall be submitted to the contract administrator prior to any work being performed. Contractor or consultant shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one (1) year thereafter and shall make such records available for inspection and verification by the City.
- 2.14.4** If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the contractor or consultant shall not assign the individual to any work in or on City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the contractor or consultant intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

2.14.5 The City reserves the right to approve or disapprove whether a contractor's or consultant's employees perform the services for the City. Disapproval would apply solely to the Proposal, request for proposal or contract at issue and would have no bearing on the contractor's or consultant's employment of an individual outside of the Proposal, request for proposal or contract.

2.14.6 The City may conduct its own independent background checks and bar any covered individual from accessing the City's property in its complete discretion. The contractor's or consultant's failure to comply with the terms of this provision shall be considered a material breach rendering the contractor or consultant in default and allowing immediate termination by the City.

2.14.7 At the discretion of the City Manager, this section shall not be applicable during a declared emergency situation, including, but not limited to, emergency cleanup of debris following a major storm.

2.14.8 To the extent that work is being done on City property, the criminal background check procedure shall apply to a competitive solicitation process for contractors or consultants who seek to enter into a contract or award of money to perform governmental, quasi-governmental, social, or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Deerfield Beach, or that promote or assist community or neighborhood enhancements.

2.15 Public Records / Confidential Information

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed Proposals, Proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, Proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise,

the City will treat all materials received as public records.

2.16 Special Conditions

Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.17 Conflict of Interest

2.17.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Contract hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.17.2 No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibition from engaging in any business with the City.

2.18 Indemnification

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any

amount withheld shall not be subject to payment of interest by City.

2.19 Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

2.20 Survivorship Rights

This contract shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assignees.

2.21 Entire Agreement

This Request for Proposal, all attachments and exhibits, addenda, and the resulting Contract attached states the entire contract between the parties hereto with respect to the subject matter hereof, an all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

2.22 Severability

If any term or provision of this contract is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

2.23 Default and Termination

2.23.1 Termination for Cause

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

2.23.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such

termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. The City shall compensate the Contractor for all work properly performed prior to the termination.

2.23.3 Availability of Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.24 Independent Contractor

The Proposer represents itself to be an independent firm offering such products or services to the general public and shall not represent itself or its employees to be employees of the City of Deerfield Beach. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Deerfield Beach, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.25 Ethics Code

Proposers are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code (Ordinance No. 2009/06). The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. Proposer shall complete the Disclosure Form (attached). Failure to do so may result in the in the Proposer's Proposal being deemed non-responsive.

2.26 No Contingent Fee

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.27 Variances

2.27.1 For purposes of Proposal evaluation, Proposers must indicate any variances, no

matter how slight, from the RFP General Conditions, Special Conditions, Technical Specifications or Addenda. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFP and referenced in the space provided on the Proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

2.27.2 By receiving a Proposal, the City does not necessarily accept any variances contained in the RFP. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that in the City's sole opinion, makes that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City, as conditional.

2.28 Multiple Proposals

More than one (1) Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Proposer is involved except for sub-contractor. If there is reason to believe that collusion exists between Proposers, those parties' Proposals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.29 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a Proposer, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

2.30 Anti-Collusion

The Proposer certifies that it has not divulged, discussed or compared its Proposal with other Proposers, except subcontractors if they form part of the response and has not colluded with any other Proposers or parties to a Proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the Proposer's list. Each Proposer shall complete the Non-Collusive Affidavit Form (attached) and shall submit the form with the Proposal. The City

considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause for rejection of the Proposal.

2.31 Sub-Contractors

If the Proposer proposes to use subcontractors in the course of providing these products and/or services to the City, this information shall be a part of the Proposer's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed subcontractor in its best interest.

2.32 Cone of Silence

In accordance with Section 38-140 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Cone of Silence shall apply as follows:

2.32.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for Request for Proposals, Invitation to Bids, Request for Qualifications, or other competitive solicitation. The Cone of Silence shall terminate at the time the City Commission makes final award of a Proposal or gives final approval of a contract or contract amendment, rejects all Proposals or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for Requests for Proposal and shall not end until the Commission gives final approval of the contract.

2.32.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.32.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing Manager for the City.

2.32.4 Any action in violation of this section shall be cause for disqualification of the Proposal. The determination of a violation shall be made by the City Commission.

2.33 Local Business Preference Program

The City hereby establishes a local business preference program to facilitate local business

participating in the bidding process. Except where prohibited by federal, state or city law, or funding source restriction mandates to the contrary, in the purchase of goods or general services governed by the Procurement Code, preference shall be awarded to local businesses in the following manner.

- a. When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the bid submitted by the nonlocal business, then such local businesses shall have the opportunity to submit, within five working days of receipt of formal written notice by the Purchasing Division, a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest and best and final bid. In the case of a tie in the best and final bid between a local business and a nonlocal business, contract award shall be made to the local business.
- b. For all other competitive solicitations the objective factors used to evaluate the responses from Proposers are assigned point totals. Where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the local vendor will adjust upward by five percent (5%).

An eligible Bidder or Proposer must satisfy the criteria set forth below. The City has sole discretion in determining whether a business meets the following criteria to qualify for a local business preference.

- a. A Bidder or Proposer shall complete, fully execute, and provide all required information contained in the Local Business Affidavit contained in the Invitation to Bid or the Request for Proposal. The determination as to whether a Bidder or Proposer is a local business shall be made by City staff based upon documentation submitted by the Bidder or Proposer at the time of bid or proposal submission as verified by staff.
- b. In order to qualify for local Bidder preference for any Invitation to Bid or Request for Proposal a Bidder or Proposer seeking local vendor preference shall have no history of non-performance, delinquent fees, liens, or Code violations.

This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiations Act; nor to "cooperative" procurements that the City participates in with other governmental agencies.

2.34 Small Disadvantaged Business Entity (SDBE)
 In accordance with Section 38-146 of the City of Deerfield Beach Code of Ordinances, during the course of a competitive solicitation, a Small Disadvantaged Business Entity preference shall apply as follows:

2.34.1 The City Commission does hereby establish a goal of fifteen (15) percent participation by SDBEs for all competitively solicited contracts in excess of \$50,000.00. Such participation shall be a goal of the City of Deerfield Beach City Commission and shall be subject to the terms and the conditions set forth herein. The SDBE Participation Affidavit, to be filed with all competitive solicitations, is attached herein.

2.34.2 Unless specifically exempted by resolution of the City Commission, or otherwise set forth herein, each contract which is competitively solicited or the subject of a Request for Proposal shall include a requirement that the contractor commit to the expenditure of at least fifteen (15) percent of the contract award with one or more SDBEs where the city estimates that the eventual cost will exceed \$50,000.00. This requirement may be completely or partially waived by the City Commission or City Manager if it is determined that a different percentage commitment should apply based upon the availability and capacity of SDBEs in the applicable industry, service or commodity or where the city commission or city manager determines that the goods or services sought will not require the use of subcontractors. A business enterprise owned by a woman who is a member of a minority group may be counted on a particular contract as an MBE or WBE but not both. This commitment may be met by contractor status as MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor to the extent of the MBE or WBE participation in such joint venture, or by subcontracting a portion of the work to one or more MBEs or WBEs by the purchase of materials or services for the work from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business but no dollar amount of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor, or by any combination of the foregoing. Unless exempted or waived as set forth above, a contractor's Proposal is non-responsive if it does not identify the SDBE utilization and contain a commitment to at least the SDBE percentage commitment stated in the contract specifications unless SDBE unavailability documentation, a copy of which is attached hereto, is accurately completed and submitted with the Proposal. The City Manager may change

the form of the affidavits required.

2.34.3 In all contracts governed by this subdivision SDBE participation (or as required in the Proposal specifications or requests for proposal) or an effort to secure said participation shall be deemed a part of the award evaluation process. The City Commission may, by motion, require the provisions of this subdivision to apply to competitive bids or Requests for Proposals or other contract awards.

2.35 Licenses and Certifications
 The Proposer shall be appropriately licensed to perform the work. Proposer shall possess at the time of Proposal opening all required licenses and certifications. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.

2.36 Insurance
2.36.1 The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Proposer shall assume full responsibility and expense to obtain all necessary insurance.

2.36.2 The Successful Proposer shall not commence operations pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved by the Insurance Services Manager. Any questions as to the intent or meaning of any part of the insurance requirements set out in the attached contract should be directed to the Insurance Services Manager at (954) 426-6897.

2.37 Omission of Details
 The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or materials requested, shall be regarded as unintentional and should not serve to alleviate the Contractor of their performance responsibilities.

2.38 Advertising
 In submitting a Proposal, the Proposer agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

2.39 Other Governmental Agencies
 If the Proposer is awarded a Contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other government agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting

Contract. Prices shall be F.O.B. Destination to the requesting Agency.

2.40 Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

2.41 Assignment

Contractor shall not transfer or assign or subcontract the performance required by this RFP without the prior written consent of the City. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.42 Clean Up

The Successful Proposer at all times shall keep the premises free from accumulation of waste materials, rubbish and debris caused by Proposer's operations. At the completion of the work Proposer shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the CITY. All waste materials, rubbish and debris shall be disposed of in accordance with all Federal, State and local codes and regulations.

2.43 Warranty

2.43.1 Warranty of Specifications

The Successful Proposer warrants that all goods, materials and workmanship furnished, whether furnished by the successful Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

2.43.2 Warranty of Material and Workmanship

The Successful Proposer warrants all material and workmanship for a minimum of one (1) year from date of delivery and acceptance by the City.

2.44 Delivery

All items shall be delivered FOB destination to a specified City address. All delivery costs and charges must be included in the Proposal price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the Proposal.

2.45 Quantities

No guarantee or warranty is given or implied by the City as to the amount that may or may not be purchased from any resulting contract. The City reserves the right to increase or decrease quantities or add or delete any item from the contract if it is determined to be in the best interest of the City at its sole discretion.

2.46 Risk of Loss

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Proposer until the delivery of the completed project and facilities to the CITY, and inspection and final acceptance of the entire project by the CITY. Title to all goods, chattel and facilities shall pass to CITY upon delivery and acceptance of the goods by CITY as evidenced in writing.

2.47 Transfer of Responsibility

Upon expiration, termination, or cancellation of the contract, the contractor shall assist City of Deerfield Beach to insure an orderly transfer of responsibility and/or continuity of those services required under the terms of the contract to an organization designated by City of Deerfield Beach, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

2.47.1 The contractor shall deliver, FOB destination, prepaid, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to City of Deerfield Beach and/or to City of Deerfield Beach's designee within seven (7) calendar days after receipt of the written request. Any and all records which are on electronic media must be delivered in a format which is compatible with the system(s) currently in use by City of Deerfield Beach.

2.47.2 The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

SECTION 3 - SPECIAL TERMS AND CONDITIONS

3.1 RFP Schedule

The City will use the following tentative schedule in the competitive solicitation process. The City reserves the right to change and/or delay scheduled events.

Event	Date
RFP Available	2/21/2014
Last Date for Question	3/5/2014
Issue Addenda (if required)	3/7/2014
RFP Opening (DUE DATE)	3/12/2014 at 11:00 a.m. EST
Evaluation Committee Meeting	3/17/2014
Oral Presentations/Final Ranking (if applicable)	3/27/2014
Commission Meeting	4/1/2014
Contract Commencement	5/1/2014

3.2 Submission and Receipt of Proposals

3.2.1 Bids will only be accepted from registered plan holders who have obtained the RFP document(s) directly from the City of Deerfield Beach Purchasing Division. One (1) clearly marked original, three (3) copies of the RFP and one (1) electronic copy of the RFP shall be submitted on or before the due date and time in one single sealed envelope or package. Faxed, e-mailed or verbal proposals will not be accepted under any circumstances. The City shall not be responsible for the premature opening of a proposal not properly marked and identified as required herein. The envelope shall be clearly marked on the exterior with the following information:

- 1) HVAC Maintenance and Repair Services
RFP #2013-14/16
- 2) Due Date: Wednesday, March 12, 2014 at 11:00 a.m. EST
- 3) Company/Proposer's Name, Point of Contact, Address, and Phone Number
- 4) City of Deerfield Beach
Purchasing Division
401 SW 4th Street
Deerfield Beach, FL 33441

3.2.2 Any erasures or corrections on the proposal must be made in ink and initialed by the Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen or ink. Proposers shall use the Proposal forms provided by the City. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.

3.2.3 Proposals must contain a manual signature of the authorized representative of the Proposer. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

- 3.2.3.1** Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

3.2.3.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

3.2.4 All proposals received from Proposers in response to the Request for Proposal will become the property of the City of Deerfield Beach and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

3.2.5 Proposals will be publicly opened in the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. The Proposer's name will be read aloud. Proposers and the public are invited to attend. Proposals will be tabulated and made available for review by the public at such time as the City provides notice of an intended decision or until 30 days after the proposal opening, whichever is earlier.

3.3 Evaluation Procedures

Evaluation of the proposals will be conducted by an Evaluation Committee of qualified City Staff, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the proposals as submitted. The Evaluation Committee will evaluate all responsive proposals based on the following weighted criteria:

3.3.1 Weighted Criteria

Criteria	Weight
• Qualifications and Experience of Supervisors and Employees who will be assigned to perform the services	3
• Past Performance	2
• Responsiveness to the RFP	1
• Price	3
• References	2

3.3.2 The Committee may short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-rank the short listed firms in accordance with the weighted criteria.

3.3.3 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

3.3.4 The Evaluation Committee shall make a recommendation to the City Commission based on its final ranking. The City Commission shall, in its sole discretion, have the authority to either (1) approve the evaluation committee's ranking/evaluation and recommendation; (2) recommend rejection of all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFP or RFQ and the evaluation committee may either ratify the ranking/evaluation or re-rank the firms. The City Commission reserves the right to re-rank in accordance with Section 38-130 of the Code of Ordinances.

3.4 Contract Award

3.4.1 The City reserves the right to award the contract to a Primary and Secondary Proposer(s) who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the Proposal process.

3.4.1.1 As the Primary Contractor, the City shall primarily utilize the Contractor for the services, providing the Contractor has the resources and ability to perform the services, performed as required by the Contract, has not defaulted or breached the Contract, and in the sole discretion of the City.

3.4.1.2 As the Secondary Contractor, the City shall primarily utilize the Contractor for the services only when the Primary Contractor does not have the resources and ability to perform the services, not performed as required by the Contract, has defaulted or breached the Contract, or in the sole discretion of the City.

3.4.2 Upon award of a Contract by the City Commission, the City Manager is authorized to execute the contract on behalf of the City.

3.5 Cost Adjustments

Cost adjustments shall apply to labor costs only, not parts and/or materials. Mark-up for parts and/or materials shall remain firm for the initial contract period and any renewal periods.

3.5.1 Costs for all services purchased under this contract shall remain firm for the initial contract term. Costs for subsequent optional renewal terms and any extension terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the Producer Price Index Industry Data, Plumbing, Heating and Air Conditioning Contractors (non-residential building work), Industry Code 23822X as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the PPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal or extension contract term.

3.5.2 In the event the PPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in the costs of services that reflect the cost change in the PPI or industry.

3.6 Required Documents

The following documents shall be submitted in the order listed below as a condition of this RFP at the time of submittal with the Proposer's response:

1. Proposal Package
 - a. Proposal Certification
 - b. Proposal Schedule

- c. Qualification Statement
 - d. Schedule "A" Disclosure Form
 - e. Local Business Affidavit (if applicable)
 - f. SDBE Affidavit (Participation or Unavailability, whichever applies)
 - g. Indemnification Clause Form
 - h. Non-Collusive Affidavit
 - i. Drug-Free Workplace
 - j. References
 - k. Variances to the Proposal (if applicable)
2. Copy of a Certificate of Insurance
 3. Required Licenses and Certifications
 4. Addenda (if applicable)

3.7 Safety

- 3.7.1** The Successful Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Proposer shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 3.7.2** The Successful Proposer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
- a. All employees on the work site and all other persons who may be affected thereby.
 - b. The work and all materials and equipment incorporated therein.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, and utilities not designated for removal, relocation or replacement in the course of the work.

3.8 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- 3.8.1** The chemical name and the common name of the toxic substance.
- 3.8.2** The hazards or other risks in the use of the toxic substance, including:
- a. The potential for fire, explosion, corrosivity and reactivity;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - c. The primary routes of entry and symptoms of overexposure.

- 3.8.3** The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- 3.8.4** The emergency procedure for spills, fire, disposal and first aid.
- 3.8.5** A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- 3.8.6** The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

3.9 Insurance Requirements

3.9.1 Coverage

Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

a. Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations
Independent contractors
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

b. Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

c. Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

3.9.2 General

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- a.** Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Contractor shall pay all deductible amounts, if any. Contractor shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- b.** Contractor shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.
- c.** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d.** City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that subcontractor names City as an additional insured.

SECTION 4 - SCOPE OF SERVICES

4.1 General

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance and repairs as required by the City.

4.2 City's Responsibilities

4.2.1 The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.

4.2.2 The City shall be responsible to provide parking for unloading tools and equipment at the job site to perform the required services.

4.2.3 The City shall allow access to restroom facilities for use by Contractor's employees.

4.2.4 The City's Facilities Manager or his designee will inspect and accept work performed by Contractor before payment of services are made.

4.3 Contractor's Responsibilities

4.3.1 The Contractor shall provide all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform HVAC Maintenance and Repair Services for various City facilities in accordance with the scope of services, terms and conditions of this RFP.

4.3.2 The Contractor shall provide maintenance, repairs and replacements of any HVAC, refrigeration and ice machine equipment including but not limited to, control and starter panels, low voltage controls, motors, compressors, trouble shooting and repairs, refrigerant conversion retrofits, re-tubing of evaporator and/or condenser vessels, air handlers and water chilled towers.

4.3.3 Design and install HVAC systems for commercial and residential structures as required by the City.

4.3.4 Provide other typical HVAC Maintenance and Repair Services as required by the City.

4.3.5 Establish monthly, quarterly or annual preventive inspection services as required by the City.

4.3.6 The Contractor shall maintain a minimum of two (2) licensed HVAC Technicians with universal refrigerant handling certification on staff at all times.

4.3.7 Call-Out Procedures:

4.3.7.1 The Contractor shall be available 24 hours/7 days a week. The Contractor shall provide contact information for main office phone numbers, cellular numbers and e-mails for service calls.

4.3.7.2 The Contractor shall be responsible to dispatch the proper level of HVAC Technicians (Master, Journeyman and Apprentice) for each service call. Example: Minor repairs such as replacing belts or filters would not require a Master Technician. If a Master Technician is dispatched for any minor repairs the City shall not be charged for the hourly rate of the Master Technician.

4.3.7.3 The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials mark-up set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates prior to beginning any work. The City's Facilities Manager or his designee shall be notified immediately should any project estimate change prior to work being performed.

4.3.7.4 The Contractor shall be responsible to respond to multiple service calls as required by the City.

4.3.8 Response Time:

Non-Emergency Request for Services
Contractor must be on site within one (1) working day (Monday through Friday, 8:00 a.m. to 5:00 p.m.).
Emergency Request for Services 24 hours/7 days a week
Contractor must be on site within must be on site within two (2) hours of request regardless of time or day.
Notification of Arrival Time for Services
Contractor must notify of estimated arrival time to the City's Facilities Manager or his designee within one (1) hour of the initial service request by the City.

4.3.9 All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or his designee prior to work being performed.

4.3.10 If any job cannot be completed in one (1) working day, then the work area must be cleaned and secured at the end of the work day. No tools, equipment or materials are to be left unsecured without the Contractor's personnel being present.

4.3.11 All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.

4.3.12 Following the completion of any new installations or upon the City's request "as-built drawings" shall be submitted if any electrical changes are made.

4.3.13 The Contractor shall not use the restroom facilities to wash tools and/or equipment.

4.3.14 Written invoices shall be submitted for all jobs as follows:

- A copy of the service tickets.

- Documentation for the Contractor's cost of parts and/or materials, such as copies of the Contractor's invoices or other valid documentation.
- Within seven (7) days following the close of the next immediate business day.

4.3.15 The Contractor shall provide service tickets with the following information:

- Description of problem
- Description of service performed
- Location where service was performed
- Parts and/or material used, if any
- Name of Electrician(s) who performed the service
- Date of service (start and completion time)
- Signature of an authorized City employee

4.4 Required Equipment

4.4.1 The Contractor shall provide the following equipment for maintenance and repairs to HVAC equipment as required by the City.

- Boom Truck (35 – 40 Ton)
- Crane (55 – 60 Ton)

4.4.2 Proposers shall provide hourly cost for required equipment and other equipment listed on Proposal Schedule page PP-6. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Proposal Schedule page PP-6.

4.5 Parts and/or Materials

4.5.1 In addition to the hourly rate for service, the Contractor shall charge the City the actual cost-plus mark-up proposed for parts and/or materials used in each service request. The cost-plus mark-up for parts and/or materials shall not exceed the percentage indicated on the Schedule of Proposal Pricing, Page PP-6.

4.5.2 The City reserves the right to order parts and/or materials from other sources in its best interests.

4.6 Quality Assurance

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

4.7 Personnel

4.7.1 Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Contractor's personnel dealing with the public under this contract shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.

4.7.2 Contractor agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

4.8 Vehicles

Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.

4.9 Protection of Property

4.9.1 The Contractor shall at all times guard against damage or loss to the City property or of other vendors or contractors, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facilities Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

4.9.2 The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

4.9.3 The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

4.10 Maintenance of Pedestrian and Vehicle Traffic

4.10.1 The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.

4.10.2 The Contractor shall perform all services using an MOT plan and with the least amount of impact on traffic, residential activities and City operations.

4.10.3 The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

ATTACHMENTS

1. Attachment "A" – Draft Contract between the City and the Contractor.
2. Attachment "B" – Background Check Affidavit.

(The remainder of this page left intentionally blank.)

ATTACHMENT "A"

DRAFT – CONTRACT

THIS CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and _____ (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to RFP #2013-14/16 (the RFP) the CITY accepted competitive proposals for HVAC Maintenance and Repair Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the RFP, the Evaluation Committee and the City Commission of the City of Deerfield Beach, Florida, the CITY has determined that the most responsive and responsible proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, as the Primary CONTRACTOR, the CITY shall primarily utilize the CONTRACTOR for the services, providing the Contractor has the resources and ability to perform the services, performed as required by the Contract, has not defaulted or breached the Contract, and in the sole discretion of the City.

WHEREAS, as the Secondary CONTRACTOR, the CITY shall primarily utilize the CONTRACTOR for the services only when the Primary CONTRACTOR does not have the resources and ability to perform the services, not performed as required by the Contract, has defaulted or breached the Contract, or in the sole discretion of the CITY.

WHEREAS, the CITY has awarded the contract to CONTRACTOR for the Services on _____, 20____, Resolution No 20____/____;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, together with the response to the RFP of CONTRACTOR shall constitute the entire Contract. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, parts, equipment, tools and tasks which are such

an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The contract term shall be as set forth in the RFP #2013-14/16. The contract shall begin on _____, 2014 through _____, 2017. The City reserves the right to renew the contract for two (2) additional one (1) year renewal terms providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the RFP, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 4.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 4.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.
- 4.6 Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for

or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

OWNER shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to OWNER in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by OWNER, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If Contractor does not comply with this section, the OWNER shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 6.2.

6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

6.5 NOTICES
Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place

last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Burgess Hanson, City Manager

FOR CONTRACTOR:

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.7 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this contract, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract.

6.10 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Board and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

6.13 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By: _____
BURGESS HANSON, CITY MANAGER

Date: _____

ATTEST:

ADA GRAHAM-JOHNSON, MMC, CITY CLERK

APPROVED AS TO FORM:

ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

(Name of Corporation)

By _____
(Signature)

(Type Name/Title Signed Above)

____ day of _____, 20____.

[If non-incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES THREE (3) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

ATTACHMENT "B"
(TO BE COMPLETED BY SUCCESSFUL PROPOSER PRIOR TO WORK)

Background Check Affidavit
(Page 1 of 3)

STATE OF FLORIDA () SS.

COUNTY OF (_____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____ intends to enter into an agreement with the City of Deerfield Beach to provide HVAC Maintenance and Repair Services.
4. The fulfillment of the Background Check requirement has been conducted through Florida Department of Law Enforcement Computerized Criminal History (CCH) data base (Level I).
5. All criminal background checks must be conducted prior to any covered individual's initial access to city's property and, depending on the contract's term, on an annual basis thereafter.
6. I hereby certify that in accordance with requirements of Section 38-117 of the Deerfield Beach Code of Ordinances, background checks have been completed for all person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property and certify that no person who has been convicted or who has entered a plea of nolo contendere for any crime set forth within Section 38-117 shall perform work on city property. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
5. I also certify that I shall maintain records of the criminal history checks for each person doing work on city property during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.

**Background Check Affidavit
(Page 2 of 3)**

Executed this _____ day of _____, 20__.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20__,
by _____ who is personally known to me or who has produced
_____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)



City of
D E E R F I E L D

B E A C H

Section 5
Proposal Package

HVAC MAINTENANCE AND REPAIR SERVICES
RFP #2013-14/16

Submitted By:

Company Name: _____

Street Address: _____

City/State/Zip: _____

Point of Contact: _____

Phone No.: _____ Fax: _____ E-Mail: _____

**Proposal Certification
(Page 1 of 3)**

I have received, read and agree to the all terms and conditions as set forth in RFP #2013-14/16, HVAC Maintenance and Repair Services. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Proposal Package, together with the RFP, the resulting Contract, and all other documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, shall become a binding Contract between the parties for the products and/or services to be provided in accordance with the terms and conditions set forth herein. I further certify that all information and documentation contained within this Proposal to be true and correct.

Printed Name / Signature

Addendum Acknowledgment (if applicable):

Proposer acknowledges that the following addenda have been received and are included in his/her RFP Package:

<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____
_____	_____
_____	_____
_____	_____

Statement of No (if applicable):

The above named company does not intend to submit a bid for the following reason: insufficient time to respond, do not offer product or service, unable to meet specifications, schedule will not permit or any other reason as stated:

Communications regarding this Proposal shall be addressed to:

Company Name: _____

Social Security No./ Federal Tax Id: _____

Proposer's Name (Print): _____ Title: _____

Signature: _____

Address: _____

 City State Zip Code

Telephone: (_____) _____ Fax: (_____) _____

E-mail: _____

**Proposal Certification
Page (2 of 3)**

Certification of Proposer, If an Individual

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

Certification of Proposer, If a Partnership

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ by _____, partner on behalf _____ (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
My Commission Expires: _____

**Proposal Certification
Page (3 of 3)**

Certification of Proposer, If a Corporation

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ by _____, as _____(title) of _____ (Name of corporation). He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

**Schedule of Proposal Prices
(Page 1 of 2)**

The undersigned hereinafter called the Proposer, hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein.

LOT I – HOURLY COST ON LABOR		
Item #	Description	Hourly Cost
A.	During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday.	
1.	Master Air Conditioning Technician	\$ _____
2.	Journeyman Air Conditioning Technician	\$ _____
3.	Apprentice Air Conditioning Technician	\$ _____
B.	After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday.	
4.	Master Air Conditioning Technician	\$ _____
5.	Journeyman Air Conditioning Technician	\$ _____
6.	Apprentice Air Conditioning Technician	\$ _____
C.	Weekends, Saturday and Sunday, Regardless of Time.	
7.	Master Air Conditioning Technician	\$ _____
8.	Journeyman Air Conditioning Technician	\$ _____
9.	Apprentice Air Conditioning Technician	\$ _____

LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS		
Item #	Description	Percentage Mark-up
1.	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work.	_____ %

**Schedule of Proposal Prices
(Page 2 of 2)**

LOT III – EQUIPMENT			
Item #	Description	Do you own or rent this equipment?	Hourly Cost
1.	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$_____
2.	Required Equipment: Crane (55 – 60 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$_____

Company Name: _____

Proposer's Name: _____

Proposer's Title: _____

Proposer's Signature: _____

**Qualification Statement
(Page 1 of 5)**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Deerfield Beach
Address: Purchasing Division
401 SW 4th Street
Deerfield Beach, Florida 33441

Circle One:

- Corporation
- Partnership
- Individual
- Other

Submitted By: _____

Name: _____

Address: _____

City, State, Zip _____

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

**Qualification Statement
(Page 2 of 5)**

f. Treasurer's name:

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership:

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? ____

**Qualification Statement
(Page 3 of 5)**

a. Under what other former names has your organization operated?

b. How many years has your company been in business? _____

c. How many government agencies does your company currently provide these services for and which ones?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach with the Proposal a certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

9. Will you be using any subcontractors? Yes ____ No ____

a. If so, state the name, address, phone number, and tasks to be performed for each?

**Qualification Statement
(Page 4 of 5)**

- b. Identify specific individuals who will perform the services and provide a description of the tasks they will perform.

- 10. For purposes of determining any possible conflicts of interest, all Proposers must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. Indicate either "Yes" or "No". If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.with your business.

Yes ____ No ____ Name (s) and Position (s) _____

- 11. Provide evidence of past performance for successfully providing HVAC Maintenance and Repair Services of similar magnitude to those specified in the Scope of Services for at least one government agency similar in size and complexity to the City of Deerfield Beach or with large scale private sector clients and the managerial and financial ability to successfully perform the services. (Continue on additional sheets, if necessary).

- 12. Provide a list of qualifications and experience of key individuals of your organization, including names, titles, resumes and any training certifications who will be assigned to perform the services in this RFP. (Continue on additional sheets, if necessary).

**Qualification Statement
(Page 5 of 5)**

13. Provide information on how your firm meets or exceeds the Scope of Services required in this RFP. (Continue on additional sheets, if necessary).

14. State the name, title and phone numbers of the individual(s) who will have personal supervision of the required services:

15. Does your firm have a training program for its employees? Yes ____ No ____

If so please describe:

The Proposer acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract shall cause the City to reject the Proposal, and if after the award to cancel and terminate the award and/or Contract.

Proposer's Name

Signature

Date

Schedule "A"

City of Deerfield Beach Disclosure Form
Applicant Seeking a City Contract

Name of Person Filing this Form: _____

Principal for whom the signatory is acting: _____

Name of Company Filing this Form: _____

Matter before the City Commission for which this is being filed: **HVAC Maintenance and Repair Services, RFP #2013-14/16**

Relationship of signatory to principal: _____

Pursuant to Section 5 of Ordinance No. 2009/006, City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, Request for Proposal, Request for Qualifications or sealed bids process must provide the following information:

(IF NOT APPLICABLE, PLEASE INDICATE BELOW. DO NOT LEAVE BLANK)

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

Witnesses:

Proposer:

Witness

Print Name

Witness

Signature

Local Business Affidavit
(Page 2 of 2)

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

SDBE Participation Affidavit

_____ (Proposer) has submitted a Proposal for **HVAC Maintenance and Repair Services, RFP #2013-14/16** to the City of Deerfield Beach, Florida. The following Small Disadvantaged Business Entities (SDBE's), as defined in Ordinance #1993/068, shall provide goods or services:

List SDBE name, address, phone number, the nature of the product or service to be supplied, and the percentage of the total bid for which that accounts. Use additional pages if needed.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Proposer's Name

Signature

Date

STATE OF FLORIDA)

) SS.

COUNTY OF BROWARD)

Sworn to and subscribed before me this _____ day of _____, 20 ____.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

My Commission Expires: _____

_____ Personally Known to me/
_____ Not personally known to me

DID _____ / DID NOT _____ - Take an oath

SDBE Unavailability Affidavit

_____ (Proposer) has submitted a Proposal for **HVAC Maintenance and Repair Services, RFP #2013-14/16** to the City of Deerfield Beach, Florida, and has made a good faith effort to secure the participation of Small Disadvantaged Business Entities (SDBE's) as that term is defined in the City of Deerfield Beach Ordinance No. 1993/068.

List name, address, and phone number of SDBE's contacted, and product or services the SDBE supplies.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Based upon good faith efforts, SDBE participants were unavailable or their employment for this project impracticable.

Proposer's Name

Signature

Date

STATE OF FLORIDA)

) SS.

COUNTY OF BROWARD)

Sworn to and subscribed before me this _____ day of _____, 20 ____.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

My Commission Expires: _____

_____ Personally Known to me/
_____ Not personally known to me

DID _____ / DID NOT _____ - Take an oath

Indemnification Clause

The parties agree that one percent (1%) of the total compensation paid by Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract.

The Contractor shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Deerfield Beach, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Contractor shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

Proposer's Name

Signature

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF FLORIDA
 (Signature of Notary Taking Acknowledgment)

 (Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Non-Collusive Affidavit

_____ (Proposer's Name) being first duly sworn, deposes and says that:

- 1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
- 2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- 3. Such Proposal is genuine and is not a collusive or sham Proposal;
- 4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- 5. The price or prices quoted in the attached Schedule of Proposal Prices are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Proposer's Name

Signature

Date

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____ by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Drug-Free Workplace Form

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 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 Proposal 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 *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 firm complies fully with the above requirements.

Proposer's Name

Signature

Date

References

The following is a list of at least four (4) references that the Proposer has provided similar service in the past three (3) years. Government agency references are preferred.

1. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

2. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

3. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

4. Name of Firm or Agency: _____
Address: _____
City/State/Zip: _____
Contact: _____ Title: _____
Telephone: _____ Fax: _____ Email _____
Scope of Work: _____

Note: Additional references may be attached and provided.

Variances to the RFP

State any variations to specifications, terms and conditions in the space provided below. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

Company Name: _____

Proposer's Name (Print): _____

Signature: _____

Date: _____