



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE ◆CITY HALL & DELRAY BEACH LIBRARY◆ ANNUAL CONTRACT

**MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
INTERIM CITY MANAGER**

**- CARY D. GLICKSTEIN
- SHELLY PETROLIA
- JORDANA JARJURA
- AL JACQUET
- ADAM FRANKEL
- TERRANCE (TERRY) STEWART**

Purchasing Division ◆ Finance Department ◆ (561) 243-7161/7163 ◆ Fax (561) 243-7166

CITY OF DELRAY BEACH

Invitation To Bid

BID No. 2014-43

Title: HVAC CHILLERS AND TRACE UNTIS MAINTENANCE AND SERVICE
• CITY HALL AND DELRAY BEACH LIBRARY • ANNUAL CONTRACT

Vendor Name: CONSERV BUILDING SERVICES, INC.

Addenda Enclosed _____ **thru** _____

Submission Details

Submission Deadline: Tuesday, September 23, 2014 **Time:** 10:00 A.M.

Submissions Accepted Via: Mail or In Person

Details: CITY OF DELRAY BEACH
Attn: PURCHASING
100 NW 1ST AVENUE
CITY OF DELRAY BEACH, FL 33444

Comments: A fax or electronic copy will not be accepted as a sealed bid.

Time Stamped In: _____ (by City)

CITY OF DELRAY BEACH



PURCHASING OFFICE
N.W. 1st AVENUE
DELRAY BEACH, FL 33444

TEL: (561) 243-7161/7163
FAX: (561) 243-7166
www.mydelraybeach.com

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

◆ City Hall and Delray Beach Library ◆ ANNUAL CONTRACT

August 24, 2014

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

SCOPE OF WORK: The City of Delray Beach, FL. (City) hereby invites qualified firms or individuals (bidders) to submit a bid for the purchase and delivery of "Chemicals and Fertilizers" for multiple municipalities and locations as listed.

DUE DATE: Tuesday, September 23, 2014 @ 10:00 A. M. at which time all bids will be publicly opened and read.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be publicly opened and read aloud, immediately after the established closing time and date, at City Hall in the first floor Conference Room. Bidders and the general public are invited and encouraged to attend.

Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE, AND DATE OF BID OPENING. It is the sole responsibility of the bidder to utilized the form provided in the bid package and to ensure that his/her bid reaches the Purchasing Office on/or before the closing date and hour as shown above.

The Purchasing department's time stamp shall be conclusive as to the timeliness of filing. The City of Delray Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

RETURN ONE UNBOUND (1) ORIGINAL, TWO (2) BOUND COPIES WITH ONE (1) CD OR THUMB DRIVE OF THE SUBMITTED BID.

Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 N.W. 1ST Avenue, Delray Beach, Florida 33444. Bids time-stamped at 10:01 A.M. or later, will not be considered for award and will be returned to the Bidder.

DOCUMENTS AND ANY ADDENDA'S are available on-line at the Demandstar website, www.demandstar.com. Demandstar offers a free single agency subscription which includes free document downloads by registering at www.demandstar.com/register.rsp.

If you need assistance with registration, or you are a first-time registrant and need immediate download of a document, please call **(800) 711-1712**.

Bid Documents obtained from any source other than Demandstar or the City of Delray Beach Purchasing office may not be accurate or complete, and each Bidder assumes all risks by its reliance on such documents.

A Bidder who has not obtained bid documents from DemandStar or the Purchasing office will not be notified of any addenda issued by the City, which could contain material changes thereto (such as additions or changes to the technical specifications, extensions of time, etc.).

INQUIRIES: Questions regarding this solicitation must be directed to Purchasing, **(561) 243-7161 or 7163**, by fax to (561) 243 7166 or by email to **nadal@mydelraybeach.com**. To ensure a timely response, inquiries and site request should be made by **Tuesday, September 16, 2014 no later than 2:00 P.M.** Information in response to inquiries may be published as an Addendum.

CITY'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

CITY OF DELRAY BEACH

INVITATION TO BID

Bid No. 2014-43

HVAC CHILLERS AND TRACER UNITS

(CITY HALL AND DELRAY BEACH PUBLIC LIBRARY)

MAINTENANCE AND SERVICE ANNUAL CONTRACT

Table of Contents

Invitation to Bid	0 - 1
General Conditions, Instructions and Information	3 - 8
Indemnity/Hold Harmless Agreement	9
Cone Of Silence	10
Drug Free Workplace Certification	11
Insurance Requirements	12
Insurance Form Samples	13 - 15
Standard Form of Agreement	16 - 21
Corporate Acknowledgment	22
Certificate (If Corporation)	23
Specifications	24 - 33
Schedule of Pricing	34 - 35
Professional References	36
Bid Signature Form	37
Statement of No Bid	38
Check List	39
Vendor Marketing Material and/or Additional Information	40
Attachments	41

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders MUST complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections MUST be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids MUST be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.
- E. Please read the bid package in its entirety, including the language in the sample agreement. This language will not be change or modified.

2. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

3. PRICES AND PRODUCT CONSIDERATION:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

4. DELIVERY:

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified by the City department after receipt of purchase order.

5. **PAYMENT:** Payment in full will be made AFTER all work/units have been delivered, inspected, and accepted by the City.
6. **INSPECTIONS:** An authorized representative of the City shall have the right to inspect units upon delivery for condition and completeness of order. After inspection, Bidder will correct any work/unit unacceptable; including freight charges any returning items, at no expense to the City.
7. **BRAND NAMES:** If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only.
- Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.
8. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.
9. **SAMPLES:** Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.
10. **ACCEPTANCE:** The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.
11. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
12. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
13. **MANUFACTURER'S CERTIFICATION:** The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.
14. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.

15. LIABILITY, INSURANCE, LICENSES AND PERMITS:

- A. PERMITS: Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
- B. LIABILITY INSURANCE: The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at (561) 243- 7150. Sample insurance certificate included for your review.
- C. LICENSES: Proposer's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of the bid receipt.

The proposal of any Proposer that is not fully licensed and certified shall be rejected. The successful bidder shall pay a City business tax. All bidders should include a copy of their business tax receipts with their bid. All perspective bidders must be in compliance with all local, State and Federal laws. No perspective bidder may have any outstanding fines or liens placed against it by the City. If you have not provided a business tax receipt to the City of Delray Beach you **MUST** do so before a purchase order will be issued. **Contact Donna Porter @ 561-243-7209 for additional information.**

16. SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

17. SPECIFICATIONS:

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, **NO MATTER HOW SLIGHT**. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.
- C. The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information is provided by the City. It shall be the sole responsibility of each bidder, during and prior to Bid submittal to determine if addendum(s) were issued to any particular ITB and to obtain a copy of said addendum(s) from **demandstar.com** or by contacting the **Purchasing Department @ (561) 243-7161 or 7163.**

18. AWARD OF CONTRACT: The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

19. **TAXES:** The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. 85-8012621559C-4 appears on each purchase order.
20. **RENEWAL:** The City Commission may renew the contract, at the same terms, conditions, and prices, **TWO (2)** consecutive term(s) of **ONE (1)** year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.
21. **TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor **thirty (30) days** prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
22. **ANTI-COLLUSION:**
- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
 - B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).
23. **CONFLICT OF INTEREST:**
- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
 - B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.
24. **CITY POLICIES:** Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division (561) 243-7080. Violations of these policies may result in cancellation/termination of the contract.
25. **NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin.

Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

26. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

28. **PROTEST OF AWARD / PROTEST BOND:** Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Manager by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure

Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of **five percent (5%)** of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.291-13, Sec.35.04

Protest shall be addressed to:
City of Delray Beach
Purchasing Manager
100 NW 1st Ave
Delray Beach, FL 33444

29. **PUBLIC RECORDS:** Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

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

30. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.
31. **FAILURE TO BID:** If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**
32. **EXCEPTIONS TO CONDITIONS (Boiler Plate 1 thru 8):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

(The remainder of this page has been intentionally left blank)

INDEMNITY/HOLD HARMLESS AGREEMENT

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

**♦ City Hall and Delray Beach Library ♦
ANNUAL CONTRACT**

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

ConServ Building Services, Inc.

Contractor's Name


Signature

9/10/14
Date

CONE OF SILENCE

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

♦ City Hall and Delray Beach Library ♦

ANNUAL CONTRACT

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Delray Beach. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this RFP, which provides as follows:

Sec. 2-355. Cone of silence. (a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

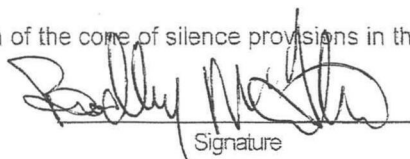
(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

ConServ Building Services, Inc.

Contractor's Name


Signature

9/19/14
Date

DRUG FREE WORKPLACE CERTIFICATION

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

♦ City Hall and Delray Beach Library ♦

ANNUAL CONTRACT

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes 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) This firm informs 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) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires 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) This firm will continue to make a good faith effort to maintain a drug free workplace through implementation of this section.

ConServ Building Services, Inc.

Contractor's Name


Signature

9/10/14
Date

Bid No. 2014-43 HVAC Chillers & Tracer Units (City Hall and Delray Beach Public Library - Annual Contract

MINIMUM INSURANCE REQUIREMENTS

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

♦ City Hall and Delray Beach Library ♦

ANNUAL CONTRACT

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below. A Best Rating of no less than A-7 is required for any carriers providing coverage required under the terms of this Contract.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$1,000,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) City of Delray Beach is listed as Additional Insured in Description of Operations Section.
 - c) Contractor must submit an "Additional Insured Endorsement Page"
 - d) Premises and/or Operations: minimum of \$500,000.
 - e) Independent Contractors.
 - f) Products and/or Completed Operations.
 - g) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all Insurance evidencing the insurance coverage specified in the previous paragraph should be received prior to commencement of work. The contractor shall endorse the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

Also, under the Cancellation section of the Certificate of Insurance the contractor ("not the insured") shall be required to notify the City of material changes or cancellation of insurance policies, or non-renewal.

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

MANCT-1 OP ID: KR

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Company Address	Phone: Fax:	CONTACT NAME: John Doe PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Contractor Name Address		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																																											
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>INSR. LTR</th> <th>TYPE OF INSURANCE</th> <th>ACORD SUBR. (INSR. WVO)</th> <th>POLICY NUMBER</th> <th>POLICY EFF. (MM/DD/YYYY)</th> <th>POLICY EXP. (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td rowspan="4">A</td> <td> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </td> <td rowspan="4">X</td> <td rowspan="4"></td> <td rowspan="4"></td> <td rowspan="4"></td> <td>EACH OCCURRENCE \$ 1,000,000</td> </tr> <tr> <td> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC </td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000</td> </tr> <tr> <td></td> <td>MED EXP (Any one person) \$ 10,000</td> </tr> <tr> <td></td> <td>PERSONAL & ADV INJURY \$ 1,000,000</td> </tr> <tr> <td rowspan="4">A</td> <td> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRE AUTOS </td> <td rowspan="4"></td> <td rowspan="4"></td> <td rowspan="4"></td> <td rowspan="4"></td> <td>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</td> </tr> <tr> <td></td> <td>BODILY INJURY (Per person) \$</td> </tr> <tr> <td></td> <td>BODILY INJURY (Per accident) \$</td> </tr> <tr> <td></td> <td>PROPERTY DAMAGE (Per accident) \$</td> </tr> <tr> <td rowspan="4">A</td> <td> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE </td> <td rowspan="4"></td> <td rowspan="4"></td> <td rowspan="4"></td> <td rowspan="4"></td> <td>EACH OCCURRENCE \$</td> </tr> <tr> <td> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ </td> <td>AGGREGATE \$</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td rowspan="4">A</td> <td> <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td rowspan="4">Y/N N/A</td> <td rowspan="4"></td> <td rowspan="4"></td> <td rowspan="4"></td> <td>WC STATUTORY LIMITS OTHER</td> </tr> <tr> <td></td> <td>EL EACH ACCIDENT 1 \$ 1,000,000</td> </tr> <tr> <td></td> <td>EL DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td></td> <td>EL DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </tbody> </table>	INSR. LTR	TYPE OF INSURANCE	ACORD SUBR. (INSR. WVO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X				EACH OCCURRENCE \$ 1,000,000	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000		MED EXP (Any one person) \$ 10,000		PERSONAL & ADV INJURY \$ 1,000,000	A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRE AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		BODILY INJURY (Per person) \$		BODILY INJURY (Per accident) \$		PROPERTY DAMAGE (Per accident) \$	A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	AGGREGATE \$					A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER		EL EACH ACCIDENT 1 \$ 1,000,000		EL DISEASE - EA EMPLOYEE \$ 1,000,000		EL DISEASE - POLICY LIMIT \$ 1,000,000		
INSR. LTR	TYPE OF INSURANCE	ACORD SUBR. (INSR. WVO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS																																																							
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X				EACH OCCURRENCE \$ 1,000,000																																																							
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000																																																							
						MED EXP (Any one person) \$ 10,000																																																							
						PERSONAL & ADV INJURY \$ 1,000,000																																																							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRE AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000																																																							
						BODILY INJURY (Per person) \$																																																							
						BODILY INJURY (Per accident) \$																																																							
						PROPERTY DAMAGE (Per accident) \$																																																							
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$																																																							
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$																																																							
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS OTHER																																																							
						EL EACH ACCIDENT 1 \$ 1,000,000																																																							
						EL DISEASE - EA EMPLOYEE \$ 1,000,000																																																							
						EL DISEASE - POLICY LIMIT \$ 1,000,000																																																							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Delray Beach is listed as Additional Insured Project Name: Project Number: 30 Days Notice for Cancellation																																																													

CERTIFICATE HOLDER	CANCELLATION
CITDB-1 City of Delray Beach 100 NW 1 st Avenue Delray Beach, FL 33444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS - 30 Days Notice AUTHORIZED REPRESENTATIVE:

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT -
COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by "your work" performed for that insured and included in the "products-completed operations" hazard.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured, which may be imputed to the Additional Insured.

- B. This endorsement provides no coverage to the Additional Insured for liability caused, in whole or in part, out of the claimed negligence of the Additional Insured, other than which may be imputed to the Additional Insured by virtue of the conduct of the Named Insured.

- C. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part by the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications; and
 - b. Supervisory, inspection, architectural, or engineering activities.
2. Willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether contingent, excess or primary.

Includes Copyrighted Material of Insurance Services Office, Inc., with its permission.

CG 70 87 01 05

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 4th day of December, 2014, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and ConServ Building Services (hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS

PAGE NUMBERS

Invitation to Bid	0 -1
General Conditions, Instructions and Information	3 - 8
Indemnity/Hold Harmless Agreement	9
Cone of Silence	10
Drug Free Work Place Certification	11
Insurance Requirements	12
Insurance form Samples	13 - 15
Standard Form of Agreement	16 - 21
Corporate Acknowledgment	22
Certificate (If Corporation)	23
Specifications	24 - 33
Schedule of Pricing	34 - 35
Professional References	36
Bid Signature Form	37
Statement of No Bid	38
Check List	39
Additional Information	40
Attachments	41

Addenda numbers 0 to 0 inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City:

City of Delray Beach, FL
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR:

ConServ Building Services, Inc
6350 118th Avenue North
Largo, FL 33773

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **PUBLIC RECORDS LAWS: CONTRACTOR** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, **CONTRACTOR** agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City.

b) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the **CONTRACTOR** at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the **CONTRACTOR**.

e) If **CONTRACTOR** does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

12. **INSPECTOR GENERAL:** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested maybe deemed by the City to be a material breach of this Agreement justifying its termination.

13. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

14. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA


City Clerk

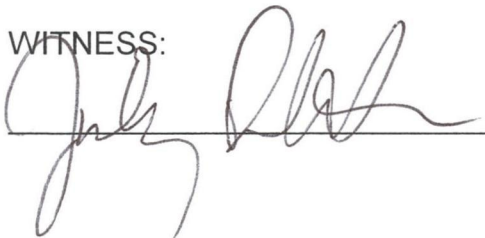
By: 
Cary D. Glickstein, Mayor

Approved as to form:

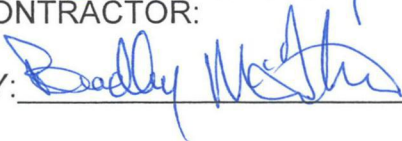


City Attorney

WITNESS:



CONTRACTOR:

ConServ Building Services, Inc
BY: 

Joy Pousman - Special Agent
(Print or type name and title)

Bradley McIntire - Vice President
(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

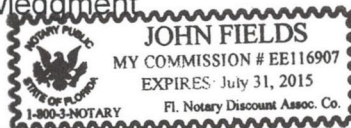
STATE OF Florida

COUNTY of Pinellas

The foregoing instrument was acknowledged before me this 19th day of November, 2014, by Bradley McIntire-Vice President (name of officer or agent, title of officer or agent), of Florida-ConServ Building Services (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

Signature of Person Taking
Acknowledgment



Name of Acknowledger Typed,
Printed or Stamped

CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)

I HEREBY CERTIFY that a meeting of the Board of Directors of Con Serv
Building Services, Inc, a corporation under the laws of the State of
Florida held on _____, 20__, the following resolution
was duly passed and adopted:

"RESOLVED", that Bradley McIntire, as Vice President
President of the corporation, he/she is hereby authorized to execute the Agreement
dated _____, 20__, between the City of Delray Beach, Florida and this
corporation, and that his execution thereof, attested by the Secretary of the Corporation and
with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this 19th day of November, 2014.

(Secretary)

(Seal)

CITY OF DELRAY BEACH SPECIFICATIONS

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

◆ City Hall and Delray Beach Library ◆ ANNUAL CONTRACT

1. **PURPOSE:** The intent and purpose of this "Invitation to Bid" is to seek competitive bids for an Annual Contract for regular service and preventative maintenance of the HVAC, Chillers and Tracer Unit located at City Hall, 100 N.W. 1st Avenue and 100 W. Atlantic Avenue, Delray Beach, Florida, 33444. The awarded Contractor shall furnish all labor, materials, and equipment necessary to complete all work as specified in the attached detailed specifications. All materials shall be installed in compliance with the Standards of Good Workmanship and shall be approved prior to use by the City's Building Maintenance Superintendent.
2. **COMPETENCY OF BIDDERS:** Pre-award inspection of the Bidder's facility and/or a personal interview of up to three finalists may be made by designated City personnel prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid Invitation and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, and equipment and organization, to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
3. **NOTICE OF AWARD:** It is and shall be understood and agreed that Contract shall be deemed to be awarded and validly entered into between the successful Bidder and the City when written notice has been given the awarded by the City through its authorized agent, and purchase order shall be issued to the Bidder covering same.

Contract shall be awarded to the Bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the Contract, and responsibility with current clients. Reference check, review of equipment, examination of financial stability, and personal interview will be considered together with price in the contract award.

► BIDDERS MUST BID ON ALL ITEMS LISTED WITHIN THE AREA.
4. **FIRM PRICE:** The City requires a firm fixed price on the unit price as bid for the contract period.
5. **CONTRACT TERM:** Term of contract shall be one (1) year from award of contract, on/or about **November 2014** and expiring one (1) year later. The City Commission may renew the contract, at the same terms, conditions, and price(s) for two (2) consecutive terms of one (1) year per paragraph #20 of General Conditions of this bid.

If after the awarded contractor has completed the work and it is found upon inspection by the City's Building Maintenance Superintendent, or other designated representative by the Public Works Department, not to be satisfactorily completed, the Contractor will have forty-eight (48) hours to correctly complete the work. Upon completion the contractor will request a final inspection of all work be the City's Building Maintenance Superintendent, or designated representative. If the contractor fails or refuses to complete the work to the City's satisfaction the City reserves the right to procure the services from another source and hold the Contractor responsible for any cost occasioned or incurred thereby.

6. **ORDER PLACEMENT:** After the award of contract to the successful bidder, the City reserves the right to utilize either of the following order placement methods:
- (a) Purchase order will be issued to the successful bidder throughout the contract period on an as needed, when-needed, where-needed basis. Vendor must note the name of person placing order on delivery ticket.
- Or
- (b) A blanket (open) purchase order will be issued to successful bidder for the City's anticipated annual dollar volume. Releases for partial delivery of services will be made against said blanket order. Vendor must note name of person placing order on delivery ticket.
7. **PERMITS, LICENSING AND WORKMANSHIP:** All bidders shall procure all permits, City of Delray Business Tax License, and certificates, or any such approval of plans or specifications as may be required by federal, state and local laws, ordinance, rules, and regulations for the proper execution and completion of the services under this contract.
8. **WORK AUTHORIZATION:** All calls for work will be requested by the City's Building Maintenance Superintendent, or designated representative.
9. **INFORMATION:** Any questions in regards to the Detailed Specifications of this bid should be address in writing to nadal@mydelraybeach.com and will be answer in the form of an addendum. Any questions in regards to the submission of your bids should be addressed to Purchasing at (561) 243-7161 or 7163.
10. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
11. **PERFORMANCE:** It is the intention of the City of Delray Beach to purchase HVAC maintenance services as specified herein from a source of supply that will give prompt and convenient service. Any failure of the successful bidder to comply with these conditions may be cause for terminating any resulting Contract immediately upon notice by the City.
12. **PERFORMANCE PROBATION PERIOD:** The successful awardee will immediately enter into a three (3) month probationary period upon contract award. During this time the awardees' performance will be closely scrutinized by City staff. If the awardees' performance fails to consistently meet the standards specified within the bid, his contract will be promptly cancelled. If his performance is acceptable, then he will be also notified and the contract will extend through the expiration date given in this bid. The City has the right to terminate the contract during the probationary period with or without cause, and this right shall be solely at the discretion of the City.
13. **BACKGROUND INFORMATION:** The City reserves the right, before awarding the Contract, to require a Bidder to submit such evidence of his qualifications, as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.
14. **DEFAULT OF CONTRACT:** The City may, by written notice to the successful bidder, terminate the Contract if the bidder has been found to have failed to perform his services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. City shall be sole judge of non-performance.
15. **REJECTION OF IRREGULAR PROPOSALS:** Bids which contain any alteration, addition, condition, limitation, unauthorized alternates or show irregularities of any kind may be rejected by the City as non-responsive or irregular. The City reserves the right to waive any irregularities, technicalities or informalities in any bid and to reject any or all bids.

16. **TRANSFER PROHIBITED:** The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation, without prior written consent of the City.
17. **DEFAULT ON PRIOR CONTRACTS:** No proposal will be accepted from, nor will any Contract be awarded to, any person or firm which is in arrears to the City upon any debt or Contract, or which is a defaulter as surety or otherwise upon any obligation to the City, or who has failed to perform faithfully any previous Contract with the City.
18. **CAPACITY:** Vendors must have the capability to perform contracted maintenance services on a timely basis. Vendor must adhere to maintenance schedules as set forth in the conditions and specifications. Failure to do so shall result in Contract cancellation.
19. **BID QUOTATION SUBMITTALS:** All Bids must be submitted on the attached "Bid Form". VENDORS MUST BID ON ALL AREAS.
20. **VENDOR SERVICE REPRESENTATIVE:** The Bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the coordination of this bid request. A contact for both regular work-hours and after-hours, weekends and holidays must be identified. This will become a part of the bid proposal and shall be understood and agreed.
21. **BID SUBMITTAL:** The lowest and most responsive bidder shall supply when pertinent information to substantiate that:
- A. Bidder maintains a permanent place of business;
 - B. Bidder has adequate location/facility and equipment to do the work properly and expeditiously;
 - C. Bidder has adequate type and number of employees and supervisors in place to properly execute services under contract.
 - D. Bidder has suitable financial resources to meet the obligations of the work as they come due;
 - E. Bidder has a minimum of five years (5) years appropriate substantial, successful contractual and technical experience.
 - H. Bidder must provide to the City, at this time, any additional copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted. Bidders shall not supply false, inaccurate, misleading, or exaggerated information as such shall cause the Bidder to be disqualified from consideration for award.
22. **METHOD OF AWARD:** The City is the sole judge in evaluation considerations. Bids will be evaluated and awarded to the most responsive and responsible bidder licensed and qualified by experience to do the work specified herein on an all or none basis to a single vendor.
- Successful Bidder awarded shall ensure proper staff, equipment, organization, etc. will be provided for this contract to meet all specifications denoted herein at a paramount level. Bidders past performance with the City may be used in the evaluation process in determining recommendation for award.
- Bidders must bid on all items noted. Incomplete bids will not be accepted. Bidders are responsible for checking their calculations.**

CITY OF DELRAY BEACH
EQUIPMENT & LOCATION

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

♦ City Hall and Delray Beach Library ♦

ANNUAL CONTRACT

BID # 2014-43

CITY HALL, 100 N.W. 1st Avenue, Delray Beach, FL 33444

Air Handler #1	Model Number MCCA012AAF0CA000000	Order #H6X098A B/M A	5/97
Air Handler #2	Model Number MCCA012NAGOABABOO	Order #H6X098A B/M B	5/97
Air Handler #3	Model Number MCCA012NAGOABAB00	Order #H6X098A B/M E	5/97
Air Handler #4	Model Number MCCA012LOO00A CO	Order #H6X098A B/M C	5/97
Air Handler #5	Model Number MCCA012NAGO ABAB00	Order #H6X098A B/M D	5/97
Fresh Air Handler #6	Model Number MCCA006BBGOCFAAOAOO	SER # K97OU5999	4/97
Chiller, Pumps & Controls	Multiple	Multiple	_____

CITY OF DELRAY BEACH PUBLIC LIBRARY, 100 W. Atlantic Avenue, Delray Beach, FL 33444

Room #1 Downstairs Southwest	Model Number XTI – 144X096- BBNJ046A	Serial Number CCPMXT0162	Filters: 9 – 20x20x20 19½ x 19½ x 1 ¾ 3 – 24x20x2 23½ x 19½ x 1 ¾
Room #2 Upstairs Southeast	Model Number XTI – 075X117- BBKJ046A	Serial Number CCPMXT0165	Filters: 9 – 20x20x2 14½ x 19½ x 1 ¾ 6 – 20x20x2 23½ x 23½ x 1 ¾
Roof Chiller Carrier	Model Number 30GRXR 125 AE6KJ	Serial Number 0805F07699	Pumps 2-10hp Baldon B1T37147NCR 1 is stand by only
IT Room 1 st Floor	LG Minisplit Model: #Isn180CE	Serial Number LR66048	Plus filters in overhead unit

CITY OF DELRAY BEACH

SCOPE OF WORK

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

♦ City Hall and Delray Beach Library ♦

ANNUAL CONTRACT

BID # 2014-43

I. Scope of Work

NOTE: TRACER SYSTEM AT CITY HALL ONLY

A. Provide all labor, parts, and chemical additives to:

1. Perform regular service and preventative maintenance of the equipment twelve (12) times per year (once a month).
2. Furnish other service to include: all repairs, including labor, parts and chemical additives to equipment and Tracer system as required between regular services. Repairs to be provided 24 hours per day, 365 days per year at no additional charge.
3. Provide service and full maintenance on the Tracer System (City Hall / Control System at the Library)
4. Routine maintenance shall be performed on each device to ensure that the system remains in proper operating condition.
5. All adjustments found to be necessary during inspection(s) for a comfortable energy efficient system shall be performed.
6. All labor and material for preventative maintenance shall be included.
7. Awarded contractor may bring in a **subcontractor**; awarded contract or will have all responsibly for services performed by the subcontracted.
8. Inspection and preventive maintenance services are designed to reduce the chance of equipment failures, however, should a repair be necessary, all labor and materials required for systems repair shall be included at no additional charge.
9. Operating questions regarding system status, operation, or programming, shall be answered by City personnel calling the service contractor.

B. Bidder Qualifications

1. The Contractor must monitor the system 24 hrs./day for system default alarms by use of a pager (provided by the Contractor) connected to the tracer unit via phone dialer and maintain this system.
2. Must have at least five (5) technicians on staff that are factory trained and certified to service and install similar systems as the one to be maintained.
3. These technicians must be regularly engaged in the service and installation of the specific system to be maintained.
4. Must have a spare parts inventory of the system to be maintained, with the ability of 24 hour access.
5. Must have sufficient systems set up at the local office to monitor the specific system to be maintained via telephone lines.
6. Must maintain a library of all software upgrades and upgrade as necessary.
7. Technicians must carry or have access to laptop computers, software, and specially designed tools, and test equipment required to service the specific system to be maintained.
8. Technicians must regularly attend factory training designed for servicing and repairing the system to be maintained.
9. Must show evidence of successfully servicing the type of system to be maintained for a period of at least five (5) years.
10. Must have in-house expertise in servicing and installing HVAC with "ice making" modes of operation.
11. Must provide, when requested, operator training on the system to be maintained.

II. MONTHLY INSPECTION – EQUIPMENT

- A. Record pertinent system temperatures, pressure and electrical readings necessary to determine the existing operating conditions of the systems.
- B. Check and calibrate safety and operating controls.
- C. Check refrigerant charge.
- D. Meg compressor motor, record readings.
- E. Check condition of starter contacts for wear, pitting, etc.
- F. Tighten all starter terminals. Check overloads. Record trip amps.
- G. Tighten motor terminals and controls panel terminals.
- H. Take oil samples and check with acid test kit.
- I. Replace oil filter.
- J. Check / Calibrate Thermostats
- K. Clean Equipment
- L. Check crankcase heater.
- M. Check external interlocks, flow switch.
- N. Clean the condenser coils.
- O. Report any uncorrected deficiencies noted.
- P. Check operation of control circuit.
- Q. Check operation of motor and starter.
- R. Check operating log with designated City representative to discuss operation of machine generally.
- S. Report any uncorrected deficiencies noted and schedule time for repair.

III. AIR HANDLING UNIT INSPECTIONS

During the monthly inspection of the air handling unit(s):

- A. Clean and inspect chilled water coils.
- B. Inspect drain pan and drain line, add tablets to inhibit algae growth
- C. Inspect fan wheels.
- D. Inspect drive sheaves.
- E. Check belt alignment and tension.
- F. Lubricate, as required.
- G. Check motor operating voltage and amperages.
- H. Check bearing and motor mounting.
- I. Check inlet vanes, dampers and variable speed drive, as applicable.
- J. Check any excessive vibration or noise.
- K. Report system deficiencies with recommended improvements that are beyond maintenance or repair.
- L. Change Filters (pleated) – Write date of change on filters
- M. Check / Clean Evaporator coils as needed

IV. PUMP INSPECTIONS

During the monthly inspection of the pump(s):

- A. Lubricate pump bearing per manufacturer's recommendations.
- B. Lubricate motor bearing per manufacturer's recommendations.
- C. Check motor mounts and vibration pads.
- D. Visually check pump alignment and coupling.
- E. Check motor operating conditions.
- F. Inspect electrical connections and contractors.
- G. Check and clean strainers and check hand valves.
- H. Inspect mechanical seals or pump packing. Replace and adjust, as required.
- I. Operate pumps and check efficiency.
- J. Report system deficiencies with recommended improvements.

V. EQUIPMENT TO BE SERVICED UNDER THIS AGREEMENT:

CITY HALL

- A. Trane Rotary Screw Chiller Model #RTAA-080, Serial #U97D01683
 - 2 – 7.5 hp Pumps
 - 2 – 3.0 hp Pumps
 - 6 – Air Handling Units

LIBRARY – Chiller, Pumps, Air Handlers (2), and VFD's

- B. Magnetic starter(s) for chillers and air handling units.
- C. Chiller water temperature controller.
- D. Control panel(s).
- E. Electric Heaters.
- F. Ice Storage Tanks.
- G. Magnatek variable frequency drive for primary chilled water.
- H. Magnatek variable frequency drive for outside air unit.

VI. OTHER SERVICES TO BE INCLUDED FOR EQUIPMENT (AS NEEDED)

- A. Painting of equipment to prevent corrosion. Paint to be used for coil touch-up shall be as listed below, or manufacturers approved equal. Use condenser coil, air dried Phonolic (Heresite or equal) as supplied by the Trane Company, or approved equal.
- B. Water treatment test and reports, chemical additives.
- C. Insulation repair from incidental damage.
- D. Evaporator tube cleaning.
- E. Filter media to be provided and replaced on a monthly basis as follows: American Air Filter AM-Air 301, U.L., Class 1, 30%-35% efficient, pleated filters (or approved equal). Number and size of filter for each air handler varies. Confirm with manufacturer for size and quantity.

VII. TRACER SYSTEM EQUIPMENT INCLUDED:

- A. TRACER
 - 01 – Tracer 1001
 - 01 – Modem
 - 01 – CRT
 - 01 – Printer
 - 07 – Programmable Control Module (PCM)
 - 12 – Air Diff press Switch
 - 12 – Duct Temp Sensor
 - 01 – Water Diff Press Sensor
 - 10 – Relay
 - 02 – Well Temp Sensor
 - 04 – Water Diff Press Switch
 - 01 – Ice Tank Temp Sensor
 - 06 – Outside Air Damper Operator
 - 06 – Face and bypass Damper Operator
 - 06 – AHU Chilled Water Valve Operator
 - 01 – Ice Tank Loop Control Valve Operator
 - 01 – Secondary Loop Control Valve Operator
 - 06 – Space Temp Sensor
 - 07 – Outside Air Temp Sensor

VIII. TRACER MAINTENANCE (MINIMUM 4 TIMES PER YEAR, UNLESS NOTED OTHERWISE)

CITY HALL

- A. Parts and Labor Coverage
 - 1. Replace or repair corresponding parts at no additional charge.
- B. Inspect the Tracer Unit.
 - 1. Check for loose or damaged parts or wiring.
 - 2. Verify that manual override switches are in desired position.
 - 3. Verify system security (S1) is in desired position.
 - 4. Verify that dip switches are in desired position.
- C. Check the Systems Set-Up Menu.
 - 1. Time and Dates.
 - a. Check Date.
 - b. Check Time.
 - c. Verify/adjust daylight savings time set-up.
 - 2. Configuration Menu.
 - a. Verify port baud rates.
 - b. Verify logging port.
 - c. Verify alarm port.
 - d. Verify modem set-up.
- D. Review Event Log.
 - 1. Inspect alarm events.
 - 2. Inspect control events.
- E. Review Building Status.
 - 1. Check for any control output point overrides.
 - 2. Verify that the manual operator override switches are set, as desired.
- F. Report and Summaries.
 - 1. Review trends log printing.
 - 2. Review event log printing.
- G. Building Control Menu.
 - 1. Check zone set points.
 - 2. Review time of day scheduling.
 - 3. Inspect trend log.
- H. Check cathode ray tube (CRT).
 - 1. Review set-up and function key operation.
 - 2. Check for loose terminal connections.

CITY HALL

- I. Check printer operation.
 - 1. Vacuum interior of printer.
 - 2. Install new ribbon, if necessary.
 - 3. Run Self-Test.
 - 4. Check cooling fans.
- J. Check modem operation.
 - 1. Verify correct dip switch setting.
 - 2. Check for loose terminal connections.
- K. Perform power supply check out.
- L. Periodically perform a database backup semi-annually.
 - 1. Protection against data loss.
 - 2. Availability of current backup data.
 - 3. Peace of mind.
- M. Replace the battery on the memory card annually.
- N. Check pre-selection analog input/output and binary/output points annually.
- O. Air Handler Control.
 - 1. Calibrate chilled water and/or inlet guide vane actuators annually.
 - 2. Check fan status differential pressure sensor.
 - 3. Check dirty filter differential pressure sensor.
- P. Chiller Control.
 - 1. Confirm position of HOA switch.
 - 2. Inspect operating status of pumps, fans and cooling towers, if applicable.
 - 3. Verify position of chiller UCP local/remote switch.
 - 4. Check chilled water reset program, if applicable.
 - 5. Verify correct ice making modes of operation.
 - 6. Check event log for the chiller plant diagnostic codes.
- Q. On-line Service Via modem.
 - 1. Troubleshooting.
 - 2. Programming assistance.
 - 3. Consultation.
- R. Software Revision.
 - 1. Mandatory revisions furnished and installed at no charge.
 - 2. Options revisions furnished and installed at a reduced billing price.
 - 3. Database modifications provided at a regular billing price.
- S. Priority Service.
 - 1. Guaranteed priority service during regular working hours (Monday through Friday, 7:00 a.m. to 6:00 p.m.). Response time shall not exceed two (2) hours.
 - 2. Non-priority service response time shall not exceed five (5) hours.

MISCELLANEOUS NOTES:

Due to the age of the equipment there is always the possibility of existing conditions. Specific items/problems will be addressed with the current service provider to take care of these issues before current contract period ends.

The City will work with the vendor that holds the current contract now to ensure that all the equipment is 100% operational, when the new contract is issued that vendor will be responsible for the maintenance and repair of the equipment as it is.

(The remainder of this page has been intentionally left blank)

SCHEDULE OF PRICING

Bid No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE ♦ City Hall and Delray Beach Library ♦ ANNUAL CONTRACT

Bidder must bid on all items to be considered. Failure to bid all items shall cause bidder's bid to be considered non-responsive. Bidder should NOT reference the words "No Charge", "N/C", "Included", etc. on any of the line items of this form. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non responsive and rejected.

► Year one (1) includes all scheduled and specified maintenance and service not covered under original manufacturer's warranty (includes all parts and labor). Bidder is not responsible for breakdown repairs covered under warranty.

Year One (1)	CITY HALL	DELRAY BEACH PUBLIC LIBRARY
	\$ <u>14,664.00</u> (Annual Lump Sum)	\$ <u>14,064.00</u> (Annual Lump Sum)

► Year two (2) and three (3) includes all scheduled and specified maintenance, service and repair including all labor, parts and equipment.

Year Two (2)	CITY HALL	DELRAY BEACH PUBLIC LIBRARY
	\$ <u>14,664.00</u> (Annual Lump Sum)	\$ <u>14,064.00</u> (Annual Lump Sum)

Year Three (3)	CITY HALL	DELRAY BEACH PUBLIC LIBRARY
	\$ <u>15,105.00</u> (Annual Lump Sum)	\$ <u>14,485.00</u> (Annual Lump Sum)

♦TOTAL LUMP SUM – YEAR ONE, TWO AND THREE

CITY HALL	
\$ <u>44,433.00</u> (Total Lump Sum) (Numbers)	<u>Forty four thousand four hundred thirty three and 00/100</u> (\$\$ IN WORDS)

DELRAY BEACH PUBLIC LIBRARY	
\$ <u>42,613.00</u> (Total Lump Sum) (Numbers)	<u>Forty two thousand six hundred thirteen and 00/100</u> (\$\$ IN WORDS)

***Comments/Exceptions:** _____

CORPORATIVE PURCHASING AGREEMENTS:

Will extend the same price, terms, and conditions of this bid to other Palm Beach Governmental agencies. ☒ **Yes** ☐ **No**

VENDOR NAME: ConServ Building Services, Inc.

PROFESSIONAL REFERENCES

Please complete this page or attach your reference page to this sheet.

BID No. 2014-43

HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE

♦ City Hall and Delray Beach Library ♦

ANNUAL CONTRACT

Agency/Company	City of Hialeah
Address	501 Palm Avenue
City, State, Zip	Hialeah, FL 33010
Contact Person	Carlos Lopez, Purchasing Director
Telephone	305-883-5928
Date(s) of Service	2002- Present
Type of Service	HVAC Service and Maintenance
Comments:	

Agency/Company	Brandsmart USA
Address	3200 SW 42nd Street
City, State, Zip	Hollywood, FL 33312
Contact Person	Ed Swindell, Facilities Director
Telephone	954.797.4058
Date(s) of Service	1994- Present
Type of Service	HVAC Service and Maintenance
Comments:	

Agency/Company	Bed Bath & Beyond
Address	650 Liberty Avenue
City, State, Zip	Union, NJ 07083
Contact Person	Larry Guarino - Director of HVAC Services
Telephone	908-855-4660
Date(s) of Service	1992- Present
Type of Service	HVAC Service and Maintenance
Comments:	Over 500 locations Serviced in 8 States - all self performing

Vendor: ConServ Building Services, Inc.

CITY OF DELRAY BID SIGNATURE FORM

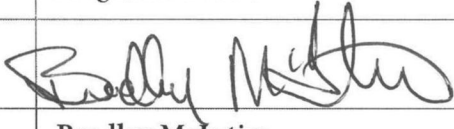
BID No. 2014-43 HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE ♦ City Hall and Delray Beach Library ♦ ANNUAL CONTRACT

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

NAME OF BIDDER ➤ Name as registered with their State of origin	ConServ Building Services, Inc.
BUSINESS STREET ADDRESS ➤ P.O. Box address not permitted	5030 NW 109th Avenue, Suite A
CITY, STATE, ZIP CODE	Sunrise, FL 33351

MAILING ADDRESS: ☐ Check if same as Business address above.

BUSINESS MAILING ADDRESS	6350 118th Avenue North
CITY, STATE, ZIP CODE	Largo, FL 33773
AUTHORIZED SIGNATURE (Written)	
PRINT NAME	Bradley McIntire
TITLE (of person signing form)	Vice President
DATE	
TELEPHONE NUMBER	954-572-8884
FAX NUMBER	954-572-9066
EMAIL ADDRESS	bmcintire@conservonline.com

VENDOR SERVICE REP FOR ORDER PLACEMENT	Nicole Graham
TELEPHONE / CELL NUMBER	954-572-8884
FAX	954-572-9066
EMAIL ADDRESS	ngraham@conservonline.com OR service@conservonline.com

CITY OF DELRAY STATEMENT OF "NO" BID

BID No. 2014-43 HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE ♦ City Hall and Delray Beach Library ♦ ANNUAL CONTRACT

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not bidding on this service or commodity, please complete and return this form via fax (561) 243-7166 or email (nadal@mydelraybeach.com)

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: ☐ Black ☐ Hispanic ☐ Woman ☐ Other _____

We, the undersigned have declined to bid on Bid No. 2014-43 due to the following reason(s).
Please indicate below with an "X":

	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
	Insufficient time to respond to the Invitation to Bid
	We do not offer this product or an equivalent
	Our product schedule would not permit us to perform
	Unable to meet specifications
	Unable to meet bond requirements
	Specifications unclear (explain below)
	Other (specify below)

REMARKS / OTHER

CITY OF DELRAY CHECK LIST

BID No. 2014-43 HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE ♦ City Hall and Delray Beach Library ♦ ANNUAL CONTRACT

<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Check List Form
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Bid Signature Form
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Schedule of Pricing (check for accuracy)
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Addenda Acknowledgement (if any)
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Indemnity/Hold Harmless Agreement
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cone of Silence
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Proof of Insurance (including Worker's Comp & Auto)
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Proof of Personnel Bonding
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	List of Chemicals / Equipment
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Drug Free Workplace Certification
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Work References
<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Tax Receipt
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Subcontractor Information (if any)
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Statement of No Bid – (if not responding to this request)

Vendor Name: ConServ Building Services, Inc.

Thank you for your interest in the City of Delray Beach

**VENDORS MARKETING MATERIAL
and / or
ADDITIONAL INFORMATION**

**BID No. 2014-43
HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE
♦ City Hall and Delray Beach Library ♦
ANNUAL CONTRACT**

Please check if you are "NOT" submitting any additional information. NONE:

☒

CITY OF DELRAY ATTACHMENTS

BID No. 2014-43
HVAC CHILLERS AND TRACER UNITS MAINTENANCE AND SERVICE
♦ City Hall and Delray Beach Library ♦
ANNUAL CONTRACT

⇒ Previous Bid Tabulation

Bid Opening: June 1, 2010
10:00 A.M.

CITY OF DELRAY BEACH
BID No. 2010-32
HVAC Chillers Tracer Units (City Hall and Delray Beach Public Library)
Maintenance and Service Annual Contract

Item Description		Stokes Mechanical Contractor Inc.	Comfort Cooling & Heating Inc.	ConServ Building Services Inc.	Atlantic Refrigeration Corp.
YEAR ONE (1) includes all scheduled and specified maintenance and service not covered under original manufacturer's warranty (includes all parts and labor). Bidder is not responsible for breakdown repairs covered under warranty.					
YEAR ONE (1)					
CITY HALL	Annual Lump Sum	\$ 15,525.00	\$ 13,411.00	\$ 13,824.00	\$ 19,620.00
PUBLIC LIBRARY	Annual Lump Sum	\$ 3,507.00	\$ 12,855.00	\$ 13,248.00	\$ 18,840.00
	TOTAL	\$ 19,032.00	\$ 26,266.00	\$ 27,072.00	\$ 38,460.00
YEAR TWO (2) AND THREE (3) includes all scheduled and specified maintenance, service and repair including all labor, parts and equipment.					
YEAR TWO (2)					
CITY HALL	Annual Lump Sum	\$ 15,525.00	\$ 13,818.00	\$ 14,232.00	\$ 19,908.00
PUBLIC LIBRARY	Annual Lump Sum	\$ 3,507.00	\$ 13,250.00	\$ 13,656.00	\$ 19,116.00
	TOTAL	\$ 19,032.00	\$ 27,068.00	\$ 27,888.00	\$ 39,024.00
YEAR THREE (3)					
CITY HALL	Annual Lump Sum	\$ 15,525.00	\$ 14,239.00	\$ 14,664.00	\$ 20,208.00
PUBLIC LIBRARY	Annual Lump Sum	\$ 3,507.00	\$ 13,645.00	\$ 14,064.00	\$ 19,392.00
	TOTAL	\$ 19,032.00	\$ 27,884.00	\$ 28,728.00	\$ 39,600.00
TOTAL LUMP SUM YEAR 1, 2, 3					
CITY HALL		\$ 46,575.00	\$ 41,468.00	\$ 42,720.00	\$ 59,736.00
PUBLIC LIBRARY		\$ 10,521.00	\$ 39,750.00	\$ 40,968.00	\$ 57,348.00
	GRAND TOTAL	\$ 57,096.00	\$ 81,218.00	\$ 83,688.00	\$ 117,084.00
Acknowledged Addendum's 1 thru 3		YES	YES	YES	YES