



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2014-10

AIR CONDITIONING SERVICE, REPAIRS AND PREVENTATIVE MAINTENANCE SERVICES ANNUAL CONTRACT

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

**- CARY D. GLICKSTEIN
- AL JACQUET
- SHELLY E. PETROLIA
- ANGELETA GRAY
- ADAM FRANKEL
- LOUIE CHAPMAN, JR.**

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

CITY OF DELRAY BEACH

INVITATION TO BID

Bid No. 2014-10

AIR CONDITIONING SERVICE, REPAIRS AND

PREVENTATIVE MAINTENANCE

Annual Contract

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CITY OF DELRAY BEACH

PURCHASING OFFICE 100 N.W. 1st AVENUE
DELRAY BEACH, FL 33444
(561) 243-7161/7163 Fax: (561) 243-7166

BID No: 2014-10

DATE: November 4, 2013

TITLE: Air Conditioning Service, Repairs and Preventative Maintenance Annual Contract

**BIDS MUST BE RECEIVED ON OR BEFORE: Tuesday, December 03, 2013 @ 10:00 A.M., at which time
all bids will be publicly opened and read.**

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.

There will be on pre-bid conference held for this Invitation To Bid. All questions regarding this solicitation must be received in writing via email to nadal@mydelraybeach.com or faxed to (561) 243-7166. Answers will be given via addendum only.

***No questions received after 2:00 P.M. on Thursday, November 21, 2013, will be addressed.**

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened publicly in City Hall and all bidders and general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 NW First Avenue, Delray Beach, Florida 33444. Outside of envelope shall plainly identify bid by: **VENDOR NAME, BID NUMBER, TITLE, AND DATE OF BID OPENING**

OPENING: It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on or before the closing date and hour as shown above. **RETURN ONE (1) UNBOUND ORIGINAL AND ONE (1) COPY OF REQUIRED BID SHEETS.** Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Copies of the specifications may be downloaded from www.DemandStar.com, phone (800) 711-1712, or may be obtained in hard copy from the Purchasing Office, City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33344 or by email request - nadal@mydelraybeach.com

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.

All service/work performed shall be in accordance with the Contract Documents pertaining thereto, which may be examined at the office of the Purchasing Division, 100 N.W. 1st Avenue Delray Beach, Florida, 33444. Call Purchasing at [561-243-7161/7163](tel:561-243-7161/7163) for information.

****The City of Delray Beach, Florida reserves the right to accept and/or reject any and all proposals, to waive informalities, to re-advertise and to award the Contract in its best interest.**

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.

2. QUANTITIES OR USAGE: Whenever a bid is solicited seeking a source for a specified time or services in the quantities or usage shown, these quantities are estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount 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:

- 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 on bid form.

5. 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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **COMPLIANCE WITH SAFETY STANDARDS:**
- A. All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida State Safety Standards.
 - B. Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.
12. **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.
13. **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.
14. **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. **LICENSES:** If you are not licensed to perform work in the City of Delray Beach you MUST obtain a Business Tax License before a Notice to Proceed will be issued. Please contact Donna Porter, Business Tax Specialist @ (561) 243-7209 for more information.
 - C. **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. See page eight (8) for Insurance Requirements. A "sample" certificate has been attached.

15. **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.

16. **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.

17. **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.

18. **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.**

19. **EXCEPTIONS TO CONDITIONS, 1 THRU 18 (Boiler Plate):** Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

20. **RENEWAL:** The City Commission or designee (i.e. City Manager) 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. **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).

22. **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.

23. **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.

24. **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.
25. **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. Violations of these policies may result in cancellation/termination of the contract.
26. **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.
27. **BID PROTEST:** The time limit for filing a protest is **five (5) calendar days** from the date bid results become public information. A protest will only be considered to have merit if it can be proven that an action or lack of action, by the City gave a bidder an unfair competitive advantage.
- In order to be considered, protest concerning the bid, RFP or RFQ solicitation or award must be filed in writing with the Purchasing Manager and may only be filed by the bidders who may be aggrieved the solicitation or award. Protest shall be addressed to: **City of Delray Beach, Purchasing Manager
100 NW 1st Avenue, Delray Beach, FL 33444.**
28. **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.

INDEMNITY/HOLD HARMLESS AGREEMENT

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.

Contractor's Name

Michael McGarr

Signature



Atlantic Refrigeration

CONE OF SILENCE

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.

Atlantic Refrigeration
Michael McLean

Contractor's Name

Michael McLean

Signature

11/25/13

Date

INSURANCE REQUIREMENTS

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.

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 \$100,000 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 \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Premises and/or Operations.
 - c) Independent Contractors.
 - d) Products and/or Completed Operations.
 - e) 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 \$300,000 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 Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include 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 Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "**Sample of Insurance Certificate**".

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Good Insurance, Inc. P.O. Box A-1 Best City, USA 00000		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Willing Workers Assoc. ABC Drive Anytown, USA 00001		INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLP077604	01/01/10	01/01/11	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$								
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ALP077606	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ex accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Sample			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WLP077606	03/01/10	03/01/11	<table border="1"> <tr> <td>WC STATUS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUS	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUS	OTH-ER														
E.L. EACH ACCIDENT	\$ 100,000														
E.L. DISEASE - EA EMPLOYEE	\$ 100,000														
E.L. DISEASE - POLICY LIMIT	\$ 500,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THIS INSURANCE APPLICABLE TO (state project)
 *CITY OF DELRAY BEACH IS ADDITIONAL INSURED -
 see attached endorsement.

CERTIFICATE HOLDER

CITY OF DELRAY BEACH
 100 NW 1st AVENUE
 DELRAY BEACH, FL 33444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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.

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

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

THIS AGREEMENT made this 22nd day of January, 2014, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and Atlantic Refrigeration Corp. (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

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Invitation to Bid	1
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As to CONTRACTOR:

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. 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

Deputy Kimberly Flynn
City Clerk

By: [Signature]
Cary D. Glickstein, Mayor

Approved as to form:

[Signature]
Asst.
City Attorney

WITNESS:

[Signature]

CONTRACTOR:

BY: [Signature]

Joan Pierdomini, Assistant Mayor Michael E. McGarr
(Print or type name and title) (Print or type name and title)

(SEAL)

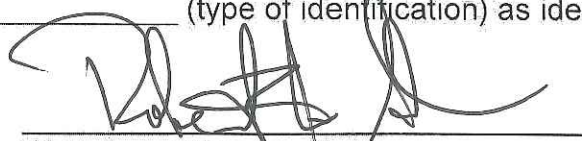
CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY of Palm Beach

The foregoing instrument was acknowledged before me this 22nd day of November, 20 13, by Michael E. Mcnam (name of officer or agent, title of officer or agent), of Atlantic Refrigeration (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 personally known (type of identification) as identification.


Signature of Person Taking
Acknowledgment

Robert J. Sanabia
Name of Acknowledger Typed,
Printed or Stamped



**CERTIFICATE
(IF CORPORATION)**

STATE OF FLORIDA)
) SS
COUNTY OF Palm Beach)

I HEREBY CERTIFY that a meeting of the Board of Directors of Atlantic Refrigeration Corp., a corporation under the laws of the State of Florida held on November 22, 2013 the following resolution was duly passed and adopted:

"RESOLVED", that Michael E. McMan, as Vice Pres. President of the corporation, he/she is hereby authorized to execute the Agreement dated November 4, 2013 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 22nd day of November, 2013


(Secretary)

(Seal)

CITY OF DELRAY BEACH
BID #2014-10
SPECIFICATIONS

1. **PURPOSE:** The intent and purpose of this "Invitation to Bid" is to seek competitive bids for an Annual Contract for General Air Conditioning Services and Repairs at various locations within the City of Delray Beach. The awarded Contractor shall furnish all labor, materials, and equipment necessary to complete all work as specified by City's Building Maintenance Superintendent, and have the capability to service multiple locations at any given time. All materials shall be installed in compliance with the Standards of Good Workmanship and shall be approved prior to use by the City's representative.
2. **NOTICE OF AWARD:** It is and shall be understood and agreed that a 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 bidder by the City through its authorized agent. Purchase orders/work orders shall be issued when service is needed.

Contract shall be awarded to lowest and most responsive bid (hourly rates and percentages) submitted by a responsible bidder who demonstrates compliance with bid specifications, capability to perform according to the terms of the contract, and responsibility with current customers. Reference checks, review of equipment, and examination of financial stability will be considered together with price in the contract award.

3. **COMPETANCY OF BIDDERS:** Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services described in this Bid and who can provide evidence of financial support, and that they have established a satisfactory record of performance with a sufficient fleet to insure that they can satisfactorily execute the services 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 in the industry and as determined by the proper authorities of the City of Delray Beach.
4. **PRICE FOR SERVICE:** The bid will be divided into three groups –
 - I) Hourly rate of labor
 - II) Mark-up factor (%) over cost of materials
 - III) Preventative Maintenance

Group I: Bid your hourly labor rate which shall include travel time to and from the work site. Bid the hourly rate of labor for both a Lead Technician/Journeyman and Apprentice/Helper during working hours (8:00 a.m. thru 5:00 p.m. Monday – Friday) and the hourly rate of labor for both a Lead Technician/Journeyman and Apprentice/Helper for emergency calls after hours.

Group II: Bid on the percentage (%) markup over your cost for parts and materials. The City will pay for parts, on a cost plus markup factor (%). The City reserves the right to check the contractor supplier to confirm cost for parts and materials. Confirming price plus mark-up factor should equal your invoice price for parts and materials. The percentage mark-up is being used to provide for fluctuations in market price for parts and materials and to provide an equitable quantifiable invoicing system. Both groups must be bid on for our bid to be considered responsive.

Quantities stated on Bid Form (Schedule of Prices) are estimates only. No guarantee is given as to the actual quantities that will be needed. Estimated quantities are based upon previous needs and estimated usage for twelve (12) month period. Said estimated quantities shall be used for purposes of determining the low bidder meeting specifications by the City.

Group III: Preventative Maintenance shall be billed to the City of Delray Beach quarterly.

5. **CONTRACT TERM:** Term of the contract shall be one (1) year commencing with date of award on/about December 2013, and expiring one (1) year thereafter. The City Commission or their designee (i.e. City Manager) reserves the right to renew the contract for an additional two (2) terms of one (1) year per paragraph #20 of General Conditions.

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 by 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. **FIRM PRICE:** The City requires a firm fixed price on the unit prices (hourly rates and percentage) as bid for the contract period.
7. **PERMITS, LICENSING AND WORKMANSHIP:** All bidders shall procure all permits, Occupational License, and certificates, or any such approvals 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 Work under this contract.
8. **WORK AUTHORIZATION:** All calls for work will be requested the City's Building Maintenance Superintendent, or designated representative.
9. **INFORMATION:** Any questions in regards to the Detailed Specifications of this bid should be addressed to Clayton Gilbert, Building Maintenance Superintendent, at (561) 243-7339. Any questions in regards to submission of your bids should be addressed to Patsy Nadal, Purchasing Manager, at (561) 243-7161/7163 or by email nadal@mydelraybeach.com.
10. **NEW OR LARGE REPLACEMENT AIR CONDITIONING WORK:** The successful bidder agrees to provide a free estimate on new work for budgetary purposes when requested by the City's building Maintenance Superintendent. For any new work the city of Delray will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids from other contractors for selected new air conditioning work for which the successful bidder of this "Invitation to Bid" will be invited to submit a bid.
11. **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 or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold of **thirty-six (36) months** from the date of being placed on the convicted vendor list.

DETAILED SPECIFICATIONS

Air Conditioning Service & Repairs

1. **SCOPE OF WORK:** It is the intent of this Invitation to Bid to establish a service contract whereby air conditioning and/or heating work will be accomplished for the City of Delray Beach, by the Contractor in a reliable and timely manner. The Contractor shall have the capability to service multiple locations at any given time within the City of Delray Beach.
2. **SUBMITTALS WITH BID:** The Contractor shall submit documentation that illustrates the company's ability to perform the work that will be required under this Contract. The information shall include the following:
 - a) Company Information including:
 - 1) Number of years in business.
 - 2) Number of full-time employees by category and years of experience
 - b) References;
 - 1) The contractor shall submit with his or her Bid, a list of names and phone numbers of at least four (4) references that may be contacted by the City.
 - c) Certification:
 - 1) Lead Technician/Journeyman shall have at least five (5) years experience in the Air Conditioning field in industrial and commercial applications.
3. **SERVICE REQUIREMENTS:** The Contractor shall provide all labor, material(s) and equipment to complete the following work:
4.
 - (a) Existing buildings
 - 1) General repair of existing domestic, commercial and industrial air conditioning systems including chillers, cooling towers, and thermal storage units.
***NOTE: City Hall and Library chiller is under a separate contract.
 - 2) The work may involve location and repair of refrigerant leaks, recharging and check-out systems.
 - 3) Provision and installation of air conditioning equipment including compressors, evaporators and control equipment to repair or replace existing installations.
 - 4) The work may involve replacement of air conditioning equipment, ducts and other equipment that has been vandalized or otherwise in need of repair.
 - b) New Work or Rehabilitation of Existing Buildings:
 - 1) Provision and installation of all piping systems, air conditioning ducts and equipment to complete the new work or rehabilitation project.
 - 2) The work may involve complete revision of the air conditioning system in a building that is being rehabilitated for a new use.
 - 3) The work may involve installation of an air conditioning system for a "new" building which will include installation of all required equipment to complete the project for final inspection and issuance of a certificate of occupancy.

NOTE: (1.) Approximately 90% of the Work Orders issued are for rehabilitation work.

(2.) The City reserves the right to seek competitive quotes on repairs or replacements which exceed \$1,000.

5. **WORK ORDERS:**

Ordering:

- (a) Any supplies and/or services to be furnished under this Agreement shall be ordered by issuance of a written Work Order signed by the City's authorized representative(s).
- (b) All Work Orders are subject to the terms and conditions of this Agreement. In the event of a conflict between a Work Order and the Agreement, the Agreement shall have precedence.
- (c) Each Work Order will set forth the work to be accomplished, including but not limited to, time to complete, materials required and specifications and drawings to be followed.

6. **CONTRACTOR'S RESPONSIBILITIES:**

- (a) Upon receipt of a Work Order from the City's authorized representative(s), the Contractor shall prepare an independent written estimate of the labor and materials required to complete the work.

The Contractor will be provided a detailed scope of work which identifies the specific job description.

The Contractor shall complete the total estimate to accomplish the job and will identify any additional tasks necessary to satisfactorily accomplish the overall scope of work.

- (b) If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization of the City's authorized representative(s).
- (c) The Contractor must return an estimate to the City's authorized representative(s) within one week, or as otherwise directed, from receipt of a Work Order.
- (d) The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the hours have been accurately applied, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. After the estimate has been reviewed, the City's authorized representative(s) may negotiate with the Contractor. The City's authorized representative(s) will approve a fixed price for the work described in the Work Order.
- (e) The Contractor acknowledges that work will be performed only after the above procedure has been accomplished.
- (f) The basic work unit to be provided by the Contractor shall be determined by the City's authorized representative(s) as to classifications and number of personnel needed for each project. The Contractor shall have appropriate transportation and an adequate inventory of tools and equipment to perform work at the job site.
- (g) Emergency work may be ordered orally and followed up within forty-eight (48) hours by a written Work Order.
- (h) No work shall be done on weekends or City holidays unless specifically authorized in writing on a Work Order issued by the City.
- (i) Overtime work is not allowed unless approved in writing by a Work Order issued by the city.
- (j) Normal work starting time is 8:00 a.m. which coincides with the Contractor's time to start on the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City.

The hourly rate bid shall include full compensation for labor, equipment use, travel time and any other cost to the Contractor. The rate is straight time for all labor, except as otherwise noted herein.

- (k) The Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.
- (l) Precautions will be exercised at all times for the protection of persons (including employees) and property. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's Representative.
- (m) The Contractor shall conform to all Federal, State and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with all of the requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement without recourse.
- (n) All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor during the term of specific Work Orders, and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.

7. **TIME IS OF ESSENCE:**

- (a) The Contractor acknowledges that time is of the essence to complete the work as specified in each and every Work Order. The Contractor agrees that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.
- (b) If the Contractor neglects, fails, or refused to complete the work within the time specified in each and every Work Order or as properly extended by the City, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the City the sum of \$100.00 for each and every calendar day that the Contractor shall delay after the time stipulated in each and every Work Order for completing as set forth herein.

8. **COMPLETION:**

After the work called for in a Work Order has been completed, the Contractor shall provide the following information in writing to the City's representative:

- (a) Actual hours used to perform the work (by category of personnel);
- (b) Date and time the work was initiated and completed;
- (c) Contractor's certification that the work has been completed;
- (d) A detailed breakdown of the materials used to complete the work.

9. **SPECIAL REQUIREMENTS:**

The following special requirements are conditions of the Agreement:

- (a) The City will notify the Contractor when services are required by means of a Work Order. The Contractor shall commence the work on the date agreed to after receipt of an approved Work Order and will complete the work as specified in the Work Order.
- (b) The Contractor shall respond to emergency service calls within one (1) hour for Public Safety (Fire/Police) and within two (2) hours for all other buildings.

10. **EQUIPMENT:**

- (a) The personnel shall have or be provided with a working set of hand and power tools for general air conditioning work.
- (b) The contractor shall have ownership of suitable equipment to be capable of completing the Work Order in a timely manner. The equipment shall include, but not be limited to, the following:
 - 1) System evacuation equipment.
 - 2) Sheet metal shearing and forming equipment.

11. **INVENTORY:**

The Contractor shall have and maintain an inventory of piping, duct materials and air conditioning equipment to provide for timely completion of Work Orders.

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12. **BUILDING LOCATIONS:** Air Conditioning Services

Department	Description	Address	# of Units
Building Maintenance	City Hall	100 N.W. 1 st Avenue	14
Building Maintenance	City Attorney	200 N.W. 1 st Avenue	2
Building Maintenance	Cason Cottage	100 N.W. 2 nd Street	1
Building Maintenance	Delray center for the Arts	51 N. Swinton Avenue	40
Building Maintenance	Environmental Services Admin	434 S. Swinton Avenue	2
Building Maintenance	Federspiel Garage	22 SE 1 st Avenue	1
Building Maintenance	Public Works/ES Complex	434 S. Swinton Avenue	10
Building Maintenance	Utility Maintenance	434 S. Swinton Avenue	2
Building Maintenance	Meter Repair	434 S. Swinton Avenue	1
Building Maintenance	Old School Square Parking Garage	95 N.E. 1 st Avenue	4
Building Maintenance	Parks Maintenance	320 S.W. 4 th Street	2
Building Maintenance	Visitor Center	E. Atlantic avenue / A1A	2
Fire Department	Fire Station #1	501 W. Atlantic Avenue	7
Fire Department	Fire Station #2	35 Andrews Avenue	3
Fire Department	Fire Station #3	651 Linton Boulevard	2
Fire Department	Fire Station #4	4321 Lake Ida Road	2
Fire Department	Fire Station #5	4000 Old Germantown Rd	4
Fire Department	Fire Station #6 – Highland Beach	3612 S. Ocean Boulevard	2
Park & Recreation	Adult Recreation Center	802 N.W. 1 st Street	2
Park & Recreation	Lifeguard Headquarters	340 S. Ocean Boulevard	1
Park & Recreation	Community Center	50 N.W. 1 st Avenue	9
Park & Recreation	Currie Common Park	750 S.E. 2 nd Avenue	1
Park & Recreation	Delray Marina	159 Marina Way	1
Park & Recreation	Mae Volen	850 N. Congress Avenue	4
Park & Recreation	Miller Park #1	1905 S.W. 4 th Avenue	2
Park & Recreation	Miller Park #2	1905 S.W. 4 th Avenue	1
Park & Recreation	Miller Park #3	1905 S.W. 4 th Avenue	1
Park & Recreation	Pompey Park	1101 N.W. 2 nd Street	5
Park & Recreation	Pompey Concession Stand	1101 N.W. 2 nd Street	1
Police Department	Police Complex	300 S.W. Atlantic Avenue	7
Police Department	Police Substation (Beach)	2 S. Ocean Boulevard	1
Police Department	Police Substation (OSS Garage)	95 NE 1 st Avenue	1
Water/Sewer Division	Water Treatment Plant	200 N.W. 6 th Street	10
Golf Course	Golf Course DBGC	2200 Highland	14
Golf Course	Lake View GC	1200 Dover Rd.	4
NRC	Community Improvement	141 S.W. 12th Avenue	2
CLT	Community Improvement	145 SW 12 th Avenue	1
Tennis Center	Swim & Tennis	Jaeger Drive	4
Tennis Center	Ticket Booth	30 NW 1 st Avenue	1
Tennis Center	Tennis Center Club House	201 West Atlantic Ave	2

SCHEDULE OF PRICING
BID #2014-10
AIR CONDITIONING SERVICES AND REPAIRS

Furnish all labor, tools, equipment, transportation, etc., necessary to provide Air Conditioning Services to the City of Delray Beach, all in accordance with the attached Specifications, for the hourly rates per man, per hour as follows:

GROUP I. Hourly Rate of Labor:

A. 8:00 A.M. thru 5:00 P.M. Monday - Friday

LABOR	TOTAL ESTIMATED HOURS OF LABOR USED ANNUALLY	X	HOURLY RATE	+	TOTAL ANNUAL LABOR COST
1. Lead Technician/Journeyman	100 Hours	X	\$ 38. ⁰⁰	=	\$ 3800. ⁰⁰
2. Apprentice/Helper	50 Hours	X	\$ 15. ⁰⁰	=	\$ 750. ⁰⁰

B. After Hours (Overtime-Emergency Calls)

LABOR	TOTAL ESTIMATED HOURS OF LABOR USED ANNUALLY	X	HOURLY RATE	+	TOTAL ANNUAL LABOR COST
3. Lead Technician/Journeyman	15 Hours	X	\$ 26. ⁰⁰	=	\$ 390. ⁰⁰
4. Apprentice/Helper	5 Hours	X	\$ 15. ⁰⁰	=	\$ 75. ⁰⁰

GROUP II. Percentage Mark-up (Parts / Materials):

TOTAL ESTIMATED AMOUNT SPENT ON MATERIALS ANNUALLY	X	PERCENTAGE MARK-UP	=	TOTAL ANNUAL MARK-UP FOR MATERIALS
5. \$20,000	Times	% 16	=	\$ 3200. ⁰⁰

TOTAL ESTIMATED AMOUNT SPENT ON MATERIALS	+	TOTAL ANNUAL MARK-UP FOR MATERIALS	=	TOTAL ANNUAL COST FOR MATERIALS
6. \$20,000	Plus	% 16	=	\$ 23,200. ⁰⁰

***GRAND TOTAL – GROUPS I & II (Items 1, 2, 3, 4, & 6)** \$ 28,215.⁰⁰

SCOPE OF WORK
BID #2014-10
PREVENTATIVE MAINTENANCE

1. **SCOPE OF WORK:** It is the intent of this Invitation to Bid to establish a preventative maintenance contract for all air conditioning equipment at each site for the City of Delray Beach. The Contractor shall have the capability to service multiple locations at any given time within the City of Delray Beach.

For all air conditioning equipment at each site

- a. Change all pleated filters – two (2) times yearly
- b. Precision Tune-up – two (2) times yearly
 - Check and clean evaporator coils.
 - Check and clean condenser coils.
 - Change filters (w/ pleated) and write date changed on all filters.
 - Clean condensate pans and drains, add tablets to inhibit algae growth.
 - Monitor and adjust refrigerant pressure.
 - Adjust and clean blower components.
 - Oil / grease all motors and bearings.
 - Check and record all voltages and amperages.
 - Measure heating and cooling transfer capability.
 - Check / tighten / clean all electrical connections.
 - Lubricate moving parts.
 - Check / adjust / replace as needed all belts.
 - Keep units clean.
 - Check / calibrate thermostats.

Note: Filters changed 4x per year total

Contractor is responsible for supplying all materials used in the PM process (filters, refrigerant, oils, grease, lubricants, coil cleaners, cleaning supplies, belts). Reports will be given to the manager at each site of the work performed and status of the equipment.

SCHEDULE OF PRICING
BID #2014-10
PREVENTATIVE MAINTENANCE

*Preventative maintenance will be invoiced quarterly.

	Building Location	Address	Cost Per Year
1	City Hall	100 N.W. 1 st Avenue	\$ <u>5144.⁰⁰</u>
2	Delray Center for the Arts	51 N. Swinton Avenue	\$ <u>(See #18)</u>
3	Delray Swim and Tennis Club	2350 Jaeger Drive	\$ <u>1144.⁰⁰</u>
4	Lakeview Golf Course	1200 Dover Rd.	\$ <u>1120.⁰⁰</u>
5	Fire Station #1	501 W Atlantic Ave.	\$ <u>1590.⁰⁰</u>
6	Fire Station #2	35 Andrews Ave.	\$ <u>772.⁰⁰</u>
7	Fire Station #3	651 Linton Blvd.	\$ <u>544.⁰⁰</u>
8	Fire Station #4	Lake Ida Rd. & Barwick	\$ <u>530.⁰⁰</u>
9	Fire Station #5	4000 Old Germantown Road	\$ <u>530.⁰⁰</u>
10	Fire Station #6	3614 S. Ocean Blvd, Highland Bch	\$ <u>769.⁰⁰</u>
11	Police HQ & Shooting Range	300 W. Atlantic Ave.	\$ <u>4616.⁰⁰</u>
12	Visitors Center	E Atlantic Ave and A1A	\$ <u>292.⁰⁰</u>
13	OSS Parking Garage	95 NE 1st Ave	\$ <u>750.⁰⁰</u>
14	Federspiel Parking Garage	22 SE 1st Ave	\$ <u>292.⁰⁰</u>
15	Employee Wellness Center	525 NE 3rd Ave Suite 104/105	\$ <u>520.⁰⁰</u>
16	City Hall	100 NW 1 st Ave (30 Ton RTU over P & Z only)	\$ <u>864.⁰⁰</u>
17	Mae Volen Center	850 N. Congress Ave.	\$ <u>672.⁰⁰</u>
18	Delray Center for the Arts	50 N Swinton Ave.	\$ <u>9368.⁰⁰</u>

	Per Quarter	Per Year
TOTAL	\$ <u>7379.25</u>	\$ <u>29,517.⁰⁰</u>

Preventative maintenance will be invoiced quarterly.

DRUG FREE WORKPLACE CERTIFICATION

Bid 2014-10

Air Conditioning Services, Repairs and Preventative Maintenance Services

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.

Contractor's Name

Atlantic Refrigeration Corp.
Michael E. McCarry

Signature

Michael E. McCarry

WORK REFERENCES

Bid 2014-10

Air Conditioning Services, Repairs and Preventative Maintenance Services

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

Company	Legacy Bank of FL
Address	50 NE Fifth Avenue
City, State, Zip	Delray Beach, FL 33483
Contact Person	Wendy Stephens
Telephone	561-265-4957
Date(s) of Service	2009 to present
Type of Service	Commercial banking
Comments:	

Company	Glenview Country Club
Address	7667 Victory Lane
City, State, Zip	Delray Beach, FL 33444
Contact Person	Michael Eustace
Telephone	561-637-1214
Date(s) of Service	1990 - 2013
Type of Service	A/C & Ref. Maintenance, Repair and Installation
Comments:	Private Country Club

Company	Jonathan's Landing Golf Club
Address	16823 Captain Hole Drive
City, State, Zip	Jupiter, Florida, 33477
Contact Person	Tim Richards
Telephone	561-744-4225
Date(s) of Service	1994 - 2013
Type of Service	A/C & Refrigeration Maintenance, Repair & Installation
Comments:	Private Country Club

Contractors Name: Atlantic Refrigeration Corp.

CITY OF DELRAY
BID SIGNATURE FORM
Bid 2014-10

Air Conditioning Services, Repairs and Preventative Maintenance Services

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.

Atlantic Refrigeration Corporation

*Name of Bidder (Firm Name as Registered with their State of origin)

Business Address:

1255 NW 17th Avenue (SUITE #1)
Street Address (P.O. Box Address is not permitted)

Delray Beach, FL 33445
City, State, Zip

Mailing Address: ☒ Check if Same as Business Address above

Street Address

City, State, Zip

Michael E. McEam
Authorized Signature (Written)

Michael E. McEam Vice President
Print Name and Title of Person Signing this Form

Date

Telephone

/

Fax No.

561-278-1937

561-278-0373

Email Address of Authorized Signee: mmc@atlanticrefrigeration.cc

VENDOR SERVICE REPRESENTATIVE FOR PLACEMENT OF ORDER

CONTACT NAME:

Della Miller

TELEPHONE:

(561) 278-1937

EMAIL ADDRESS:

della@atlanticrefrigeration.cc

Thank you for your interest in the City of Delray Beach

CITY OF DELRAY
STATEMENT OF NO BID
Bid 2014-10

Air Conditioning Services and Repairs - Annual Contract

If you are not bidding on this service/commodity, please complete and return this form to: City of Delray Beach Purchasing Department, 100 NW 1st Avenue, Delray Beach, Florida 33444.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Delray Beach.

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

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

We, the undersigned have declined to bid on Bid No. 2014-10 due to the following reason(s):

Please Check below:

- ☐ 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: _____

ATTACHMENT "A"

PRIOR

ATTACHMENT "A" PRIOR TAB SHEET

**CITY OF DELRAY BEACH
BID #2013-05**

AIR CONDITIONING SERVICES AND REPAIRS

BID No. 2013-05 - OPEN DATE: 09.13.2012 @ 2:00 P.M.

Item Description	Annual Estimated Hours	Atlantic Refrigeration	E.D.S Air Conditioning	FBM General Contracting	Thermal Concepts, Inc.	United H.V.A.C Services, Inc.
I. HOURLY RATE OF LABOR:						
A. 8:00 a.m. - 5:00 p.m., Monday - Friday						
1. Lead Technician/Journeyman	100	\$36.00 hr \$3,600.00	\$63.00 hr \$6,300.00	\$60.00 hr \$6,000.00	\$65.00 hr \$6,500.00	\$55.00 hr \$5,500.00
2. Apprentice/Helper	50	\$12.00 hr \$600.00	\$30.00 hr \$1,500.00	\$30.00 hr \$1,500.00	\$60.00 hr \$3,000.00	\$45.00 hr \$2,250.00
B. After Hours (Overtime-Emergency Calls)						
3. Lead Technician/Journeyman	15	\$24.00 hr \$360.00	\$79.90 hr \$1,198.50	\$60.00 hr \$900.00	\$97.50 hr \$1,462.50	\$82.50 hr \$1,237.50
4. Apprentice/Helper	5	\$12.00 hr \$60.00	\$45.00 hr \$225.00	\$40.00 hr \$200.00	\$90.00 hr \$450.00	\$67.50 hr \$337.50
II. PERCENTAGE MARK-UP (PARTS AND MATERIALS):						
5. Percentage mark-up	%	15%	20%	18%	20%	20%
Total est. for materials @ \$20,000 x mark-up %		\$3,000.00	\$4,000.00	\$4,390.00	\$4,000.00	\$4,000.00
6. Total est. for materials @ \$20,000 + Line 20	%	\$23,000.00	\$24,000.00	\$24,390.00	\$24,000.00	\$24,000.00
GRAND TOTAL (Items 1, 2, 3, 4, and 6)		\$27,620.00	\$33,223.50	\$32,990.00	\$35,412.50	\$33,325.00
Addendum #1 Comments:		YES	YES	YES	YES	YES