



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2014-42

ELECTRICAL SERVICES AND REPAIRS 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. 2014-42

Title: ELECTRICAL SERVICES AND REPAIRS ANNUAL CONTRACT

Vendor Name:

Imperial Electrical Inc

Addenda Enclosed

thru

Submission Details

Submission Deadline:

Wednesday, September 24, 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.

24-09-14A09:27 RCVD

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

INVITATION TO BID

BID No. 2014-42

ELECTRICAL SERVICES AND REPAIRS ANNUAL CONTRACT

August 25, 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: The intent and purpose of this "Invitation to Bid" is to seek competitive bids for an Annual Contract for electrical services and repairs at various City buildings located within the City of Delray Beach "as needed". The awarded Contractor shall furnish all labor, materials, and equipment necessary to complete all work specified by the City and have the capability to service multiple locations at any given time.

There will be no pre-bid conference held for this Invitation to Bid.

SCOPE OF WORK: Provide all labor, material and parts to perform electrical services and repairs as needed at various City of Delray Beach buildings.

DUE DATE: 10:00 A.M. on WEDNESDAY, SEPTEMBER 24, 2014 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.

Note: Please utilize the bid submittal form included for the outside of the envelope to plainly identify your bid submittal. It is the sole responsibility of the bidder to utilize 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.

RETURN ONE UNBOUND (1) ORIGINAL, TWO (2) COPIES OF ALL BID SHEETS and electronic copy on CD or thumb drive. 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 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, at **(561) 243-7161 or 7163**, by fax to (561) 243 7166 or by email to nadal@mydelraybeach.com. To ensure a timely response, inquiries should be made by **WEDNESDAY, September 17, 2014 no later than 2:00 P.M.** Information in response to inquiries will 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 Commission or City Manager.

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.

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CITY OF DELRAY BEACH



BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS ANNUAL CONTRACT

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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.

INDEMNITY/HOLD HARMLESS AGREEMENT

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS 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 therefrom, 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.

Imperial Electrical
Contractor's Name

[Signature]
Signature

9-24-14
Date

CONE OF SILENCE

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS 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.

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

Contractor's Name

Signature

Date

DRUG FREE WORKPLACE CERTIFICATION

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS 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 of 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.

IMPERIAL ELECTRICAL INC.
Contractor's Name
1211 W. 11 STREET
PLANTATION, FL 33323

Signature

Date

9-24-14

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 \$500,000 per occurrence, \$1MM aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability.
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 Insurance evidencing the insurance coverage specified in the previous paragraph should be received by Purchasing 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. The successful bidder will 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 successful bidder ("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) E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Contractor Name Address		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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.

INSR LTR	TYPE OF INSURANCE	ADOL SUBS (INSR) (W/O)	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT 1 \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. 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 City of Delray Beach 100 NW 1 st Avenue Delray Beach, FL 33444	CITDS-1	CANCELLATION 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
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ACORD 25 (2010/05)

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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.

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

THIS AGREEMENT made this 6th day of March, 2015 by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and IMPERIAL ELECTRICAL INC. (hereinafter called **CONTRACTOR**).
11821 NW 11 STREET
PLANTATION, FL 33323

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	1 - 2
Table of Contents	3
General Conditions, Instructions and Information	4 - 8
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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:

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

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 Clerk

CITY OF DELRAY BEACH, FLORIDA

By: 


Cary D. Glickstein, Mayor

Approved as to form:




City Attorney

WITNESS:




CONTRACTOR:

BY: 



(Print or type name and title)



(Print or type name and title)

(SEAL)

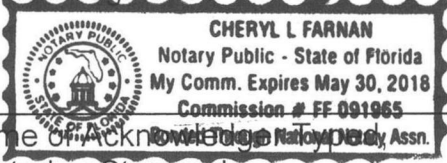
CORPORATE ACKNOWLEDGMENT

STATE OF Florida
COUNTY of Broward

The foregoing instrument was acknowledged before me this 8 day of
Jan, 2015, by Michael Teranga, Pres (name of
officer or agent, title of officer or agent), of Florida (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.

Cheryl L Farnan
Signature of Person Taking
Acknowledgment


Name of Acknowledging Party
Printed or Stamped

CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF)
_____)

I HEREBY CERTIFY that a meeting of the Board of Directors of Imperial
Electrical Inc, a corporation under the laws of the State of
Florida held on Jan 1, 2012, the following resolution was
duly passed and adopted:

"RESOLVED", that Michael Terango, as Pres
President of the corporation, he/she is hereby authorized to execute the Agreement dated
Jan 8, 2015, 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 8 day of Jan, 2015

Tracy D. Terango
(Secretary)

(Seal)

CITY OF DELRAY BEACH

SPECIFICATIONS

BID No. 2014-42

ELECTRICAL SERVICES AND REPAIRS

ANNUAL CONTRACT

- A. **SCOPE OF WORK:** The City of Delray Beach is seeking competitive bids for general Electrical Service and Repairs at various City buildings located within the City of Delray Beach. The awarded Contractor shall furnish all labor, materials, and equipment necessary to complete all work specified by the City and have the capability to service multiple locations at any given time.

All materials shall be first grade products of reputable manufacturer and shall be installed in compliance with the standards of good workmanship and shall be required written approval by the City's Public Works Department representative prior to installation.

- B. **COMPETENCY OF BIDDERS:** 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 provide evidence of financial support, and that they have established a satisfactory record of performance for a sufficient delivery 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 practices in the industry and as determined by the proper authorities of the City of Delray Beach.

- C. **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 executed by the City thru its authorized agent. Note: Purchase orders/work orders shall be issued when service is needed.

Contract shall be awarded to the lowest 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 check, review of equipment, examination of financial stability will be considered together with price in the contract award.

- D. **PRICE FOR SERVICE:** The bid will be divided into two groups –

- I. Hourly rate of labor
- II. Mark-up factor (%) over cost of materials

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 an Electrical Journeyman and Apprentice during working hours (7:30 a.m. thru 4:30 p.m., Monday – Friday) and the hourly rate of labor for both an Electrical Journeyman and Apprentice for emergency calls after hours.

Group II, bid on the percentage (%) mark-up over your cost for parts and materials. The City will pay for parts, on a cost plus mark-up factor (%). The City reserves the right to check with Contractors 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 material and to provide an equitable quantifiable invoicing system.

BOTH GROUPS MUST BE BID ON FOR YOUR BID TO BE CONSIDERED RESPONSIVE.

- E. **QUANTITIES:** Quantities stated on Bid Form (Schedule of Pricing) 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 a twelve (12) month period. Said estimated quantities shall be used for purposes of evaluating the most responsible low bidder meeting specifications by the City.
- F. **FIRM PRICE:** The City requires a firm fixed price on unit prices (hourly rates and percentage) as bid for the contract period.
- G. **CONTRACT TERM:** Term of the Contract shall be one (1) year commencing on/about **November 2014** and expiring one (1) year thereafter. The City reserves the right to renew the contract for two (2) consecutive term(s) of one (1) year(s) per page 5, paragraph #20, "Renewal", of the General Conditions of this bid.
- H. **PERFORMANCE:** It is the intention of the City of Delray Beach to contract as specified herein with one source that will give prompt and convenient response to the City's needs. 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 for cause or without cause.
- I. **TERMINATION:** This AGREEMENT may be terminated by either party by seven (7) calendar day's prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The CONTRACTOR and the CITY shall also have a right to terminate this AGREEMENT for convenience at any time by providing thirty (30) calendar days written notice to either one or the other.
- J. **NEW ELECTRICAL WORK:** The successful bidder agrees to provide **free estimates** on new work, for budgetary purposes only, when requested by the City's Building Maintenance Superintendent. For any new work the City of Delray Beach will provide drawings and detailed requirements that specify the scope of work. The City reserves the right to secure competitive bids from contractors for selected new electrical work for which the successful bidder of this "Invitation to Bid" will be invited to submit a bid.
- K. **PERMITS AND LICENSING:** All bidders should submit a copy of their City Electrical License with their bid, or it will be assumed by the City that the successful bidder will secure a City Electrical License within seven (7) days' notice of award of contract.

The awarded bidder shall secure permits and arrange for electrical inspection as required.

All work performed must be in compliance with: National Electrical Code 2008 (NFPA) and the City of Delray Beach, Florida, Electrical Code.

If after the awarded Contractor has completed the work and it is found upon inspection by the City's Building Maintenance Superintendent not to be satisfactorily completed, the Contractor will have a specified time, to be determined by the Building Maintenance Superintendent, to correctly complete the work. Upon completion the Contractor will request a final inspection of all work by the City's Building Maintenance Superintendent. 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.

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.

- L. **COMPLETION OF WORK:** All calls for work will be requested by the City's Building Maintenance Superintendent. **EXCEPTIONS:** Evenings or weekends for emergency work that cannot wait until the next working day.

Successful Contractor will be required to respond to routine calls from the Building Maintenance Superintendent within eight (8) working hours after notification. Emergency calls shall be responded to immediately. No work shall be done on weekends or City holidays unless specifically authorized in writing by the City.

- M. **VENDOR SERVICE REPRESENTATIVE:** The Bidder shall submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for information and for the coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be identified.
- N. **INFORMATION:** Any questions in regards to the Detailed Specifications or submission of this bid should be addressed to the Purchasing Department at 561-243-7161/7163, nadal@mydelraybeach.com, rdowdell@mydelraybeach.com
- O. **JOINT BIDDING, COOPERATIVE PURCHASING AGREEMENT:** State on Bid Form (see page 28) if you will extend the same prices, terms, and conditions to other Palm Beach County Governmental agencies.
- P. **PUBLIC ENTITY CRIMES 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 any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(Remainder of page intentionally left blank)

SCHEDULE OF PRICING

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS 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.

HOURLY RATE OF LABOR – 7:30 A.M. thru 4:30 p.m., Monday - Friday

	LABOR	Total Estimated Hours of Labor Used Annually	x Hourly Rate	= Total Annual Labor Cost
GROUP I				
1.	Electrical Journeyman	160 hours	x \$ <u>40</u>	= \$ <u>6400⁰⁰</u>
2.	Apprentice	40 hours	x \$ <u>20</u>	= \$ <u>800⁰⁰</u>
	After Hours (Overtime-Emergency Calls)			
3.	Electrical Journeyman	32 hours	x \$ <u>40</u>	= \$ <u>1280⁰⁰</u>
4.	Apprentice	16 hours	x \$ <u>20</u>	= \$ <u>320⁰⁰</u>

GROUP II	PERCENTAGE MARK-UP (PARTS AND MATERIALS)			
	TOTAL EST. AMOUNT SPENT ON MATERIALS ANNUALLY	PERCENTAGE X MARK-UP	TOTAL ANNUAL MARK-UP FOR MATERIALS	
5.	\$ 6,000.00	x \$ <u>10</u> %	= \$ <u>600⁰⁰</u>	
	TOTAL EST. AMOUNT SPENT ON MATERIALS ANNUALLY	TOTAL ANNUAL MARK-UP FOR MATERIALS	TOTAL ANNUAL COST FOR MATERIALS	
6.	\$ 6,000.00	+ \$ <u>600⁰⁰</u> (Total from #5 above)	= \$ <u>6600⁰⁰</u>	
	GRAND TOTAL GROUPS I & II (Items 1, 2, 3, 4 and 6)			= \$ <u>15,400⁰⁰</u>

IMPERIAL ELECTRICAL INC.
 11821 NW 11 STREET
 PLANTATION, FL 33323

**BID No. 2014-42
ELECTRICAL SERVICES AND REPAIRS
ANNUAL CONTRACT**

Comments/Exceptions: _____

JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT:

Will extend the same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies. ☒ YES ☐ NO

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

Contractor's Name (please print) _____

PROFESSIONAL REFERENCES

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS ANNUAL CONTRACT

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

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

See Attached

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

CURRENT CITY AND COUNTY CONTRACTS

CITY OF SUNRISE

Electrical Maintenance Term Contract
Contract #(06) C-33-C
Steve Kane 954-747-4633

CITY OF HOLLYWOOD

Electrical Maintenance Term Contract
PO # B001665
John Sullivan 954-465-8446

Town of Davie

Electrical Service Agreement
2011 thru 2014
B-11-57

City of Miami Gardens

Electrician Services
2012 thru 2016

City of Weston

Electrician Services
RFP #05-054

DOT TURNPIKE

Electrical Maintenance Term Contract
MA10136
Ron Williams 954-868-7928

DOT TURNPIKE

Electrical Maintenance Term Contract
BDG17
Gordon Dobbins 954-214-3801

BROWARD COUNTY

Electrical Pre Qualified Vendor
T-5-04-095-B2-1

Cooper City

Security & Sport Lighting Systems, Preventative Maint.
Bid #2009-5

Broward College

Electrical Maint. & Svcs Contract
Mike Coval 954-444-0632

City Delray Beach

Ballfield & Gymnasium Lighting Maintenance
Bid #2010-22

City of Boca Raton

Electrical Maintenance
2010 thru 2013

Greg Kuller
561-416-3390

Coral Springs

Electrical Maintenance
2010 thru 2013

City of Parkland

Electrical Maintenance
2011 thru 2014
Steve Rodgers
954-410-3305

City of Miramar

Electrical Maintenance
2012 thru 2016
Tony Marinelli
954-548-0125

City of North Miami Beach

2014 thru 2016
Esmond Scott
305-919-3746

City of Deerfield Beach

2012 thru 2016
Frank Cristiano
954-691-7260

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

Equipment List

1998 Sterling 22 Ton Boom Truck 132'

2006 International 85' Bucket Truck

2001 Ford 42' Bucket Truck

1997 International Auger Truck 25' depth

1989 International Auger Truck 15' Depth

1995 International 95' Bucket Truck

2005 International 55' Bucket Truck

2001 International 28' flat bed

2004 GMC Cube Van

2004 Ford Cube Van

1992 Case Backhoe

1996 Mini Excavator

4 Service Vans

2 Pickup Trucks

2 Portable 1 Man Lifts

1 25kw portable diesel generator

Arrow Board

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

REFERENCE LIST

Broward County Port Everglades

David Olmstead
954-523-3404 Ext. 3665
dolmstead@broward.org

City of Hollywood

Larry
954-234-8831
lunderwood@hollywoodfl.org

CITY OF SUNRISE

STEVE KANE
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Broward County Housing Authority

Barbra Segal
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Broward Community College

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Eaton Corporation

Michael De Floria

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Joe Sabina
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Tony Tomei
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Coral Springs
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Broward County
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Cooper City
Jerry
954-675-8626

City of Miramar
Tony
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tjmarinelli@ci.miramar.fl.us

CITY OF DELRAY BID SIGNATURE FORM

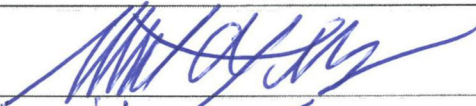
BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS ANNUAL CONTRACT

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	Imperial Electrical Inc
BUSINESS STREET ADDRESS ➤ P.O. Box address not permitted	11821 NW 11 St
CITY, STATE, ZIP CODE	Plantation, FL 33323

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

BUSINESS MAILING ADDRESS	
CITY, STATE, ZIP CODE	
AUTHORIZED SIGNATURE (Written)	
PRINT NAME	Michael Terango
TITLE (of person signing form)	Pres
DATE	9-24-14
TELEPHONE NUMBER	954-325-2133
FAX NUMBER	
EMAIL ADDRESS	M.Terango@AOL.com

VENDOR SERVICE REP FOR ORDER PLACEMENT NAME	Michael Terango
TELEPHONE / CELL NUMBER	954-325-2133
FAX	
EMAIL ADDRESS	M.Terango@AOL.com

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

**BID No. 2014-42
ELECTRICAL SERVICES AND REPAIRS
ANNUAL CONTRACT**

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

CITY OF DELRAY STATEMENT OF NO BID

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS 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. 2014-42 due to the following reason(s).
Please indicate below with an "X":

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

REMARKS / OTHER

Original

CITY OF DELRAY CHECK LIST

BID No. 2014-42 ELECTRICAL SERVICES AND REPAIRS 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 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 | Drug Free Workplace Certification |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | Professional References |
| <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | Business License (City of Delray Beach) |
| <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | Subcontractor Information (if relevant) |
| <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | Statement of No Bid – (if not responding to this request) |