

TOWN OF PALM BEACH



INVITATION TO BID NO. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

Event	Date
Date ITB Issued	Sep 16, 2018
Non-Mandatory Pre-Bid Meeting or Site Visit	Sep 25, 2018
Due date for bidder questions	Until seven (7) days prior to the submittal date
Due date for bidder responses	Until five (5) days prior to the submittal date
ITB Due Date	Oct 16, 2018
Start Date	Estimation Jan 2019

BID CONTACT: Duke Basha

No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to solicitations@TownofPalmBeach.com or Fax (561) 835-4688.

Purchasing Division

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FINANCE DEPARTMENT

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TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

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TOWN OF PALM BEACH

Advertisement for Bids

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

Sealed bids for Bid No. 2018-54 - HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT will be received by the Town of Palm Beach, FL, at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401, until MM/DD, 2018 at 2:00 P.M. At that time, all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

The Town accepts online submittal of bids through Public Purchase, which is the preferred method of receipt of bids promoting a greener footprint.

A non-mandatory pre-bid meeting will be held at **10:00 AM on Sep 25, 2018**, at the Public Works Facility, located at 951 Okeechobee Road, West Palm Beach, FL 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff. After the Bid has been awarded, no extra charge or compensation will be allowed as a result of failure to attend the conference and resulting site visit.

An **original, two (2) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to Purchasing Division, Town of Palm Beach, Florida, and marked "**Bid No. 2018-54 – HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT**". Companies desiring a copy of the Invitation to Bid may obtain such documents from the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Bids and Requests for Proposals" and follow the instructions). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

The Town reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that bidder whose proposal best complies with the bid specification. No bidder may withdraw their bid for a period of ninety (90) days from the date set for the opening thereof.

Eric Shibley
Buyer

Dated: Sep 16, 2018
Aug 26, 2018

Published: Palm Beach Post
DemandStar
Public Purchase



TOWN OF PALM BEACH

BID No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened. **(NOTE: Town prefers electronic submittal of all bids)**

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact Purchasing Division via email: solicitations@TownofPalmBeach.com or via Fax (561) 835-4688.

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill

contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

When an item is marked "No Substitutions" alternates or equivalents will not be accepted.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

8. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical

or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.
- (c) 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 (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

9. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

10. MISTAKES

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

11. AVAILABILITY OF FUNDS

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

12. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

13. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

14. BID FORMS

All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

15. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions)

and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.

16. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 3, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

17. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

18. PAYMENT

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

19. DISCOUNT

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

20. CERTIFICATIONS

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with bid and must be in the name of the vendor shown on the Bid Proposal page.

21. LICENSES AND PERMITS

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.

22. MATERIAL SAFETY DATA SHEET

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).

- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures, which are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical Manufacturer or importer.

23. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

24. CODES AND REGULATIONS

The vendor must strictly comply with all Federal, State and local building and safety codes.

25. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

26. ADDENDUMS

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the bid, until **seven (7)** days prior to the submittal date; requests may be sent via facsimile to (561) 835-4688. Town personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the

Town is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. Written addenda may be provided up to **five (5)** calendar days before the date fixed for receiving the bids. Any oral explanation(s) given before the bid opening will not be binding.

27. TERMINATION FOR DEFAULT

The Town of Palm Beach may, subject to paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Perform the services within the time specified;
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Town of Palm Beach in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

The rights and remedies of the Town of Palm Beach in this clause are in addition to any other rights and remedies provided by law or under this contract.

28. TERMINATION FOR CONVENIENCE

- a. The Committee may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Committee determines that such termination is in the Committee's best interest. The Committee shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.
- b. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 1. Stop work as specified in the notice.
 2. Complete performance of the work not terminated.

29. AWARD

The Town of Palm Beach reserves the right to award on an "All-or-None" basis to one bidder or to award on a "Lot-by-Lot" or "Item-by-Item" basis whenever it is in the best interest of and/or most advantageous to the Town of Palm Beach.

Award will be made to the lowest responsive and responsible bidder(s), whose bid meets the requirements and criteria set forth in this Invitation to Bid.

The Town reserves the right to award to that bidder who will best serve the interests of the Town.

The Town reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

30. RENEWAL OF CONTRACT

Bid shall be awarded for a term of twelve (12) months with the option to renew the contract for up to four additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published

by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

31. PRICING

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

32. METHOD OF ORDERING

An annual Blanket Purchase Order shall be issued for these services. Invoices shall be submitted monthly after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, and Accounts-Payable.

P.O. Box 2029, Palm Beach, FL 33480

or email electronic invoices to: Invoices@TownofPalmBeach.com (Preferred Method).

33. INSURANCE

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

34. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and Town and County Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

35. NON-COLLUSION

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

36. PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

37. E-VERIFY

The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

38. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process

39. PALM BEACH COUNTY INSPECTOR GENERAL

The 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 any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination

40. CODE OF ETHICS

If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

41. LOBBYING PROHIBITED

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals.

All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm> .

42. CONE OF SILENCE

The Cone of Silence is 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.

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.

The cone of silence shall be in effect as of the issuance of the Invitation To 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.

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.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

43. PUBLIC RECORDS

Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes.. Document files may be examined, during normal working hours.

44. PUBLIC RECORDS LAW

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements of retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee

Phone 561-838-5416

Email records@townofpalmbeach.com

45. RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENCIES AND WEATHER EVENTS

The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies and significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The successful contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned accordingly.

46. LIQUIDATED DAMAGES

Failure to complete the Project or delivery the work in accordance with the specifications and to the satisfaction of the Town within the time stated shall cause the selected Proposer to be subject to charges for liquidated damages in the amount of 1% of the annual contract amount for each and every calendar day the Selected Proposer fails to timely achieve substantial completion and/or final completion. As compensation due the Town for loss of use and for additional costs incurred by the Town due to such non-completion of the work, the Town shall have the right to deduct the liquidated damages from any amount due, or that may become due to the selected Proposer under this agreement, or to invoice the selected Proposer for such damages if the costs incurred exceed the amount due to the selected Proposer.

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TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT SPECIAL TERMS AND CONDITIONS

1. TOWN CONTRACT COORDINATOR

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

Contractor shall provide all necessary labor, management, supervision, trucks, gas, oil, safety equipment and any other materials and equipment necessary to inspect, repair and replace Town owned air conditioning equipment in order to maintain the air conditioning equipment in proper operating condition.

Contractor shall be responsible for posting and signing a maintenance log in each building. The log shall contain at a minimum, date of service, type of service rendered, special notes and signature of service representative. The Contract Coordinator or his designee may review the log and posting locations for compliance.

This vendor shall provide a recommended equipment replacement list based on age, past repairs, past and failures. This list shall include repair history and service records including model numbers, serial numbers, building location and area it services. This list shall be provided to the contract coordinator no later than July of the current fiscal year.

The Contract Coordinator principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of Contractor's performance.
- E. Schedule and conduct Contractor performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed or items delivered.

2. PRE-BID CONFERENCE

All interested Proposers are invited to attend a **Pre-Bid Conference on Sep 25, 2018, at 10:00 A.M. in the Public Works Meeting Room, located at 951 Okeechobee Road, West Palm Beach, FL, 33401.** At that time, the Town's representatives will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Bid document.

Bidders should visually inspect the sites where the services are to be performed. Bidders are advised to make a thorough inspection of the extent of work. Failure to visually inspect the sites shall be at bidder's risk.

After bid has been awarded, no extra charge or compensation will be allowed by the Town as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his

control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of work, and the equipment, materials and labor required.

It is the intention of the Town to purchase the services as specified herein from a source of supply that will give prompt and convenient service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the Town or its residents.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with their proposal:

- A. Experience record, showing the bidder's training and experience in similar work.
- B. Reference list and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners/principals.
- C. Specify the number of employees available to perform the requirements of this contract, both workers and supervisors. The awarded contractor is required to have a sufficient number of employees to complete the work in the time specified under the Scope of Services section of this bid document.
- D. Specify list of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract.
- E. List any licenses, permits or certifications, etc. that you hold for performing this type of work.
- F. Provide Bidder's Qualification Form complete with Tax Receipt and W-9.
- G. Give notice that insurance requirements can be met. The insurance requirement designated in this bid indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance, such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the bid, the COI must be submitted within three business days of Town's request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the bid.

Failure to submit the above requested information may be cause for rejection of your bid.

4. COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance and a sufficient delivery fleet to insure satisfactory execution of 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 Town.

5. CERTIFICATION AND/OR LICENSES

Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request. Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder

shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.

6. ON SITE INSPECTION

An inspector may be designated by the Town of Palm Beach. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

7. AS SPECIFIED

A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

8. PERFORMANCE

The Town shall not pay for work that fails to meet the Town's standards as set forth in this Bid and as determined by the Contract Coordinator.

9. STANDARDS OF PERFORMANCE

- A. The performance of all services by the Contractor under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.
- B. In performing all services under this Agreement, the Contractor will use that degree of care and skill ordinarily exercised for similar projects by licensed contractors who possess special expertise in the types of services involved under this Agreement.
- C. Any provisions in this Agreement pertaining to the Town's review, approval and/or acceptance of written materials prepared by the Contractor and/or its subcontractors in connection with this Agreement will not diminish the Contractor's responsibility for the materials.
- D. In performing all services under this Agreement, the Contractor will comply with all local, state and federal laws.

10. DELETION OR MODIFICATION OF SERVICES

The TOWN reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal Page.

11. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

12. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, sidewalks, curbs, landscaping, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town. The successful bidder shall at all times, guard against damage or loss to the property of the Town of Palm Beach and/or private property within the Town. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents

13. CONTRACTOR RESPONSIBILITY

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

14. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.. At no time shall the contractor allow their staff, equipment or vehicles to block the entrance or egress of emergency vehicles at the Town's public safety facilities.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

There shall be no obstruction of the travel lanes between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. without approval from the Town of Palm Beach or designee.

No road or street shall be closed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

15. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded for services in this proposal shall be sold, transferred or assigned without the prior written approval of the Town.

16. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations.

Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

17. SUBCONTRACTING

If the Contractor subcontracts any portion of the contract for any reason, the name and address of the subcontractor shall be included on the form contained herein with the extent of work to be performed. This information shall be submitted with bid response and approved by the Town. The Town reserves the right to reject a bid, of any bidder, if the bid names a subcontractor who has failed in the proper performance of a contract or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the Contractor, or the Contractor shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the Contractor to ensure that insurance and licenses required by this contract are in effect.



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

SCOPE OF SERVICES

2-1 PURPOSE AND INTENT

The Town of Palm Beach, Florida, (hereinafter known as "Town") is hereby requesting sealed bids from qualified bidders for the comprehensive HVAC & refrigeration - New & Replace, Service & Maintenance.

BACKGROUND

The Town of Palm Beach is on a barrier island between the Atlantic Ocean and Lake Worth that was incorporated in 1911. The Town is approximately 16 miles long and is comprised of approximately 8,500 full-time residents and 25,000 seasonal residents.

The Town of Palm Beach seeks a qualified contractor to provide services for HVAC & refrigeration - New & Replace, Service & Maintenance. The successful Proposer shall provide new, replacement, preventative, regular maintenance and emergency repairs for the Town of Palm Beach at sixteen (16) Town owned facilities and locations. The awarded proposer shall furnish all materials, supplies, equipment, expertise, labor, supervision, licensing, permits and the transportation necessary to perform in good workmanlike manner the services required by this RFP.

2-2 SCOPE OF WORK

The successful Proposer shall perform all services and work necessary to complete the following tasks and/or provide the following items:

HVAC - New, Replacement, Service and Maintenance services shall be provided at the following locations:

1. TOWN HALL
360 South County Road
Palm Beach, FL 33480
2. RECREATION CENTER – Currently under construction
340 Seaview Avenue
Palm Beach, FL 33480
3. SEAVIEW PARK TENNIS PRO SHOP
340 Seaview Avenue
Palm Beach, FL 33480
4. PHIPPS PARK TENNIS PRO SHOP
2201 South Ocean Blvd.
Palm Beach, FL 33480

5. PAR 3 GOLF COURSE MAINTENANCE BUILDING & OLD PRO SHOP
2345 South Ocean Blvd.
Palm Beach, FL 33480
6. PAR 3 GOLF COURSE NEW PRO SHOP
2345 South Ocean Blvd.
Palm Beach, FL 33480
7. POLICE FACILITY
345 South County Road
Palm Beach, FL 33480
8. NORTH FIRE STATION
300 North County Road
Palm Beach, FL 33480
9. CENTRAL FIRE STATION
355 South County Road
Palm Beach, FL 33480
10. SOUTH FIRE STATION
2185 South Ocean Blvd.
Palm Beach, FL 33480
11. PUBLIC WORKS FACILITY
951 Old Okeechobee Road
West Palm Beach, FL 33401
12. OLD PURCHASING BUILDING
627 Old Dixie Hwy.
West Palm Beach, FL 33401
13. S-2 PUMP STATION
9 Lake Trail
Palm Beach, FL 33480
14. A-7 PUMP STATION
500 South County Road
Palm Beach, FL 33480

2-4 DESIGNATED PERSONNEL

1. Required Work Task Force

The contractor shall provide competent supervisory personnel and trained employees required for the performance of services in accordance with the provisions of this RFP. Number of work force employees required to complete assigned duties will be left to the discretion of the Contractor, but must be adequate. The Town has the right to ask the contractor to remove employees whose conduct or workmanship is not satisfactory.

2. Employee Absenteeism and Vacations

Employee absenteeism or vacations shall in no way relieve the Contractor of the requirements of this contract. The contractor shall provide relief personnel and work overtime, as necessary, at no cost to the Town, to ensure that all work is performed as scheduled.

3. Supervision

The Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract. Each Supervisor, to the satisfaction of the Contract Coordinator, shall be capable of verbal and written communication in the English language, and shall be able to effectively communicate with the service workers.

The Contract Coordinator may request the Contractor to remove any Supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The Supervisor shall conduct scheduled inspections of each site to ensure work has been completed satisfactorily. A written report shall be submitted detailing work performed in all of the site areas. The Contractor shall make sure that the Contract Coordinator is provided a copy of all such inspections, prior to the end of the workweek during which the inspections were conducted.

4. Employees

The Contractor will provide competent personnel to perform services in a satisfactory manner. Contractor shall not tolerate any misconduct on the part of its employees, while performing services on Town property, in connection with this RFP.

- A. Persons employed by the Contractor in the performance of services pursuant to this proposal shall not be considered employees of the Town, shall be independent thereof and shall have no claim against the Town, as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the Town of Palm Beach, and shall be 18 years of age or older.
- B. All employees shall be physically able, capable, and qualified in this type of work and must have received training in the methods and use of materials in the performance of their work assignment. Written certification of this shall be provided.
- C. The Contractor shall provide each employee performing services under this contract with a freshly laundered uniform, with the Contractor's name printed on the shirt. Uniforms shall bear the Contractor's organization identification in **bold** print or script. This uniform shall be worn by the employee at all times during the performance of duties and work as prescribed herein. Any employee not properly uniformed may be requested to leave Town premises until the appropriate uniform is acquired.
- D. Contractor shall provide a picture identification card for each employee, granting that employee authorization to perform work as set forth herein.
- E. A contract employee list shall be created. Each employee with building access authority shall be listed and filed with the Town's representative prior to performing any work. The contract employee list shall be kept current by the Contractor as changes of employees occur. The Town's representative reserves the right to deny entrance to the building and to remove from the building, any employee of the Contractor for just cause.

- F. Only authorized contractor's employees are allowed on the premises of Town buildings for Air

Conditioning services purposes. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized Contractor employee.

- G. Due to the quantity and location of the numerous HVAC and refrigeration units, the Town would prefer that the contractor provide a technician with previous experience within the facility. Once a technician(s) has been identified and trained, this person is responsible for any subsequent training or orientation at the facility.

5. Employee Identification and Security

The Contractor shall take all measures necessary to comply, and to ensure employees of the Contractor comply, with security rules and regulations, of the Town, Federal, State and local rules, laws and regulations.

The Contractor shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee prior to the employee starting work. Contractor employees shall have a current Criminal Records check on each person employed under this contract. This Criminal Records check is to be performed by the Town of Palm Beach at no expense to the Contractor.

The selected contractor and their employees are subject to a national fingerprint based criminal background check and are required to complete security awareness training pursuant to the guidelines, established by FDLE, prior to conducting work onsite or remotely. Please refer to the Attachment C excerpt from CJIS Security Policy Appendix H Security Addendum.

Employees shall not use controlled substances (unless prescribed), or illegal substances, and shall not use alcohol on Town's premises. The Town provides its employees with a "Smoke-Free Workplace", and requires the Contractor and its employees to adhere to that provision as well.

The Town shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The Contractor shall furnish in writing such information, to the extent allowed by law, within 30 calendar days after receipt of written request from the Contract Coordinator.

The Contractor shall remove from service on the premises of the Town, any employee of the Contractor who, in the opinion of the Town, is not performing the Services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the Town. Contractor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the Contract Coordinator by telephone and in writing of such termination or transfer.

6. Conduct

The Town reserves the right to request the removal of any contractor's employee from Town buildings for reasonable cause. Such causes shall include, but are not limited to, the following:

- a. Wearing of inappropriate clothing and/or uniform.
- b. Engaging in loud, boisterous or non-workmanlike conduct.
- c. Unauthorized use, disposition and/or misappropriation of Town and/or personal properties.

- d. Engaging in unlawful and unauthorized acts.
- e. Misrepresentation of facts.
- f. Failure to meet acceptable standards of personal cleanliness and neatness, bearing or demeanor.
- g. Sexual harassment of employees, residents, or visitors, including inappropriate remarks, whistling, etc.

7. Deductions for Non-Performance of Services

In the event of non-performance of services by the Contractor, the Contract Coordinator shall have the right to exercise one of the following options:

1. Upon being notified of existence of a deficiency, the Contractor shall make the needed corrections within twenty-four (24) hours of notification.
If the Contractor is unable to make the necessary corrections within the specified time, the Contractor must notify the Contract Coordinator or his designee of justification for non-compliance. The Contract Coordinator or his designee will then provide the Contractor with disposition instructions.
2. Punitive actions that may be taken by the Town may include any one or more of the following actions:
 - a. Issue an order to stop payment for work accomplished under this contract until corrective action(s) have been taken.
 - b. Obtain required services from any other source and deduct full cost to Town from amount due Contractor.
 - c. Initiate termination actions as provided in the Contract.

8. Written Estimate of Labor and Materials Required Prior to Commencing Work

The Contractor shall submit a written estimate of the time and materials anticipated to be incurred in the performance of the additional requested work to the Contract Coordinator or his designee, and obtain written authorization and approval prior to commencing work. There shall be no additional charges for travel time to the facility where the service is to be performed.

9. Call-Back/ Follow-up- Work

The Contractor shall try to complete all work during the service call so as to prevent follow-up work. Call-back to correct recent work shall not be charged to the Town if, in the sole determination of the Town, such call back is a result of improper repairs or installation of substandard parts.

10. Emergency Services

The Contractor, may, at times, be called upon to perform repairs at other than normal work hours (8 a.m. to 5 p.m. – Monday through Friday). The Contractor shall be available for emergency services within two (2) hours on a twenty four (24) hour basis, seven (7) days per week, 365 days per year. The Contractor shall provide the Town with phone numbers, pager numbers and names of persons to be contacted for repair services outside normal work hours (8 a.m. to 5 p.m.-Monday through Friday).

The successful proposer will be responsible to provide a Licensed Journeyman Technician on site within two (2) hours of notification by the Town for emergency service ONLY. The service technician will be responsible to assure that all work is performed in accordance with all State, County and local codes and requirements

11. Shop Repairs

All repair work shall be performed at the various sites whenever possible. However, should the nature of repairs make it necessary to remove Town-owned equipment to the Contractor's shop for repairs, the Contractor shall, prior to removal, contact the Facilities Maintenance Division Manager or his designee and inform them what repairs are required and obtain approval for removal of said equipment. If any unit is to be out of service for any period of time, the Contractor shall disconnect the unit's utility connection and attach a tag stating that the unit is out of order and not to be operated. Transportation charges to and from the Contractor's shop shall be the sole responsibility of the Contractor. The Contractor shall be responsible for loss of, or damage to, any equipment while it is in the possession of the Contractor or in transit to and from Contractor's shop for repairs and service.

12. Parts and Materials

Payments for parts, material and equipment will be paid based on a "Cost Plus" price. A copy of the Contractor's invoice from his supplier for such parts and materials shall be submitted with the Contractor's invoice for payment.

Invoices for parts, materials, and labor shall indicate a description of the location at which the work was performed.

13. Parts Warranty

Only manufacturer's authorized parts or approved equal shall be used in the repair of units. All replacement parts shall be NEW parts. Whenever parts are to be replaced, the Contractor shall ensure that all warranty conditions are maintained. Parts shall be warranted and the Contractor shall maintain a record of all warranted parts. The record of warranted parts shall be made available for review by the Facilities Maintenance Division Manager or his designee.

14. Work Tickets

The Contractor shall prepare a work ticket in duplicate for each service call request. The original copy of the work ticket order shall be delivered to the Facilities Maintenance Division Manager Contract Coordinator or his designee within one (1) week after completion of the service call. The Contractor shall retain the duplicate work ticket for his record. The work ticket shall include the following minimum information:

- a. Name of contractor
- b. Date of service
- c. Make and model, serial number of equipment, if applicable
- d. Location of equipment
- e. Description of services performed
- f. List of parts replaced, if applicable
- g. Signature of service representative
- h. Signature of department representative receiving the service

2-5 SUBCONSULTANTS

The Town encourages the use of sub-consultants in various fields of expertise and experience in order to establish the team(s) with the most comprehensive resources to provide all of the services discussed herein. All proposed sub-consultants shall be included in the submittal and their qualifications and

utilization presented in detail. The Town reserves the right to approve all sub-consultants hired by the Consultant and/or to require the Consultant to dismiss a sub-consultant, upon request.

REFRIGERATION PREVENTATIVE MAINTENANCE

Requirements for preventative maintenance are as follows but not necessarily limited to the following:

I. AIR CONDITIONING EQUIPMENT

MAINTENANCE SERVICE

- A. Pans and drains will be treated for algae
- B. Air handlers will be treated for mold
- C. Supply and Change all air filters including pleated filters, and H filters as needed
- D. Inspect, adjust and calibrate operating controls
- E. Thoroughly flush outdoor Condenser Coils with water. A hose bib will be located within 100' of all units.
- F. Take operation readings
- G. Check for proper refrigerant charge and pumping capacity of compressors
- H. Visually inspect for refrigerant leaks
- I. Take voltage and amperage readings
- J. Record and report unbalance when evident
- K. Check mechanical action of contactor and condition of contact points
- L. Check electrical connection
- M. Inspect operation of intake and exhaust air ventilation equipment.

SEMI-ANNUAL SERVICE

- A. Check for moisture content of the system
- B. Grease oil lubricate bearings as needed during routine inspection
- C. Inspect and adjust safety controls

ANNUAL SERVICE

- A. Meg compressor winding
- B. Check wire insulation for possible break down

II. CHILLER

MONTHLY SERVICE

- A. Inspect, adjust and calibrate operating controls
- B. Test and calibrate safety controls
- C. Take operational readings
- D. Check for proper refrigerant and pumping capacity
- E. Visually inspect for refrigerant leaks
- F. Take voltage and amperage readings, record and report unbalance when evident
- G. Check mechanical action of contactor and condition of contact points
- H. Check electrical connections

ANNUAL SERVICE

- A. Meg compressor windings and check insulation for possible breakdowns
- B. Perform oil analysis for compressor, report to Town

III. COOLING TOWERS

MONTHLY MAINTENANCE SERVICE

- A. Town sump will be treated for algae
- B. Check water level of tower and adjust float valve as needed
- C. Inspect, adjust and calibrate operating controls
- D. Test chemical level, record all readings
- E. Check for proper pumping capacity of chemical pump
- F. Visually inspect for rust and corrosion
- G. Check mechanical action of chemical pump and condition of contact points of cycle timer
- H. Check electrical connections
- I. Test and adjust bleed rate
- J. Check and adjust belts, replace as needed
- K. 'Hogs hair' or other filtration media shall be attached to the tower screening to assist in the amount of debris allowed into the basins. This shall be replaced on a bi-monthly basis.

SEMI ANNUAL SERVICE

- A. Drain and clean cooling tower
- B. Remove and clean strainers

IV. DUCT CLEANING

ONCE EVERY THREE YEARS SERVICE – (Service shall be required upon request)

- A. Vendor must use truck mounted proprietary vacuum that moves 10,000 cubic feet per minute of air which passes through large heap filters
- B. All technicians are to be trained by NADCA (National Air Duct Cleaners Association) certified instructors
- C. The system is to be sanitized with micro-biocide substances that are EPA approved specifically designed for air conditioning systems
- D. Dryer vents shall be cleaned if present.

V. REFRIGERATION EQUIPMENT MAINTENANCE

COMMERICAL ICE MACHINES

- A. Quarterly-Treat and clean drain lines
- B. Quarterly-Inspect, adjust and calibrate operating controls
- C. Quarterly - Visually inspect for rust and corrosion
- D. Quarterly - filter replacements
- E. Semi-annually- Clean and Sanitize evaporator
- F. Semi-annually- Clean Condenser Coil
- G. Semi-annually- Cleaning and sanitizing of ice bin

COMMERICAL REFRIGERATORS & FREEZERS

- A. Quarterly-Inspect door gasket and sealing surfaces
- B. Quarterly-Check all fans and compressor operation
- C. Quarterly - Clean and check condenser pan

- D. Quarterly - Check for error codes (if applicable) & Inspect, adjust and calibrate operating controls, replace interior lamp as needed.
- E. Quarterly - Check lights, fans, switches
- F. Quarterly - Visually inspect for rust and corrosion
- G. Semi-annually- Clean/degrease condenser coil (s), fans
- H. Semi-annually - Check refrigerant levels and refill as needed

VI. UNIT REPLACEMENT

In case that a need will arise for immediate replacement of any units, the Town will request three competitive quotations be obtained by the maintenance contractor for any subcontracted services and material orders prior to the execution of the work. The cost of replacement should include markup and labor. Contractor shall provide all necessary material, tools and equipment to do the replacement.

The Town may elect to procure the services of other contractors on an as needed basis during the term of the agreement to address unforeseen items that may arise during the course of the maintenance period at the Town's sole discretion

LIST OF AIR CONDITIONING EQUIPMENT CURRENTLY OWNED BY THE TOWN BY LOCATION

1. TOWN HALL

Unit #	Location	Make	Age	Model	Serial Number
AHU#1	1st Fl Closet 116	Trane	2007	4TEE3FG5B1000AA	94240KFAV
CU#1	Roof	Trane	2009	4TK4060C1000AA	9393JTB2F
AHU#2	1st Fl Closet 116	Trane	2009	4TTX5030A1000AA	9412WAC5F
CU#2A	Roof North	Trane	2009	4TTX5030A1000AA	9412U8C5F
AHU#3	1st Fl Closet 140	Trane	2008	4TEE3F49B1000AA	8432M792V
CU#3	Roof	Trane	2009	4TTR4048C1000AA	9034URB2F
AHU#4	N/A	Trane	2008	4TEE3F65B1000AA	84258P32V
CU#4	Roof	Trane	2008	4TTR4060B1000Aa	8254UFK2F
AHU#5	1st Fl Closet 143	Trane	2008	4TEE3F65B1000AA	81728LM2V
CU#5	Roof	Trane	2009	4HR4060C1000AA	9081T352F
AHU#6	1st Fl Mech Rm (143)	Trane	2008	4TEE3F65B1000AA	8234Y92V
CU#6	Roof	Trane	2009	4TTR4060C1000AA	9021XK32F
AHU#7	3rd Fl Middle Closet	Trane	2010	TWE090D100AA	10113RPTBD
CU#7	Roof South	Trane	2010	TTA090D300AA	1016JUSAD
AHU#8	3rd Fl South Closet	Trane	2010	TWE090D100AA	10103NKKBD
CU#8	3rd Fl South Closet	Trane	2010	TTA090D300AA	10124J6BAD
AHU#9	2nd Fl Double Closet	Trane	2008	4TEE3F62B1000AA	9023LPJ2V
CU#9(A)	Roof North	Trane	2008	4TTX5030A1000AA	83334TM2F
CU#9(AB)	Roof North	Trane	2008	4TTX5030A1000AA	8374L4S2F
AHU#10	N/A	Trane	2008	4TEE3F49B1000AA	8212LEU2V
CU#10	Roof	Trane	2008	4HR4060C1000AA	8295R7A2F
AHU#11	3rd Fl Mech Rm. South	Trane	2008	4TEE3F65B1000AA	8095S902V
Cu#11	Roof South	Trane	2008	4TTR4060B1000AA	82734B92F

Unit #	Location	Make	Age	Model	Serial Number
AHU#12	3rd FI IT Room Closet N	Trane	2008	4TEE3F31B1000AA	8451H981V
CU#12	Roof South	Trane	2008	4TTR403011000AA	8442WJB5F
AHU#13	3rd FI Mech Room South	Sanyo	2010	C1271	0017801
CU#13	Roof Center	Sanyo	2010	KS1271	0150992
AHU#	2nd FI Chambers	Mitsubishi	2008	N/A	90000104
CU #	Roof South	Mitsubishi	2008	MUY-D36NA	800165IT
AHU #	3rd FI IT Room South	Mitsubishi	N/A	MUY-D36NA	0000411
CU #	Roof South	Mitsubishi	N/A	MSY-036NA	0017801
RTU#1	Roof South	Trane	2014	TD180F3RNA0300D5 0006800A0000000000	140710488D
RTU#2	Roof South	Trane	2009	THC060E3READHB0	9421017481
Dehumidifier	1st FI	Ultra Aire	N/A	XT150H	K097412

2. RECREATION CENTER – To be added once construction has been completed

Unit #	Location	Make	Age	Model	Serial Number
TBD					
TBD					

3. SEAVIEW PARK TENNIS PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
AHU # 1	Lobby Ceiling	Trane	2014	24HX5-240	X05B621984
ACCU # 1	North of Bldg	Trane	2014	4TTB3024H1000AA	14286J9G3F

4. PHIPPS PARK TENNIS PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
AHU # 1	Inside Closet	Trane	2014	GAM5B30M21SBA	14453T0FBV
ACCU # 1	East of Bldg	Tane	2014	4TTB3030G1000AA	14084PD7AF

5. PAR 3 MAINTENANCE BUILDING & OLD PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
PTAC# 1	Maint. Breakroom	Gree	N/A	ETAC-12HC230V30A-A	0213GP01372
PTAC# 2	Maint. Office	Freidrich	N/A	PDE07K3SG-A	AFGP00060
AHU # 3	Sprinkler Pump Station	York	2016	AP24BX21B	W1E6611998
ACCU# 3	Sprinkler Pump Station	York	2016	YCE24B21HA	W1D5642793

6. PAR 3 GOLF COURSE NEW PRO SHOP

Unit #	Location	Make	Age	Model	Serial Number
AHU # 1	1st FI Pro Shop N Closet	Trane	2013	TAM7A0C36H31SCB	13211YYP2V

Unit #	Location	Make	Age	Model	Serial Number
ACCU # 1	Rear of Building	Trane	2013	4TTR3036E1000AB	13453PFA3F
AHU # 2	1st FI Pro Shop S Closet	Trane	2013	TAM7A0C36H31SCB	13211YYP2V
ACCU # 2	Rear of Building	Trane	2013	4TTR3048D1000AB	13411SG83F
AHU # 3	2nd FI Kitchen Attic	Trane	2013	TAM7A0C48H41SBA	13161P602V
ACCU # 3	Rear of Building	Trane	2018	TEM6A0D60H51	18102S813V
AHU # 4	2nd FI Kitchen Attic	Trane	2018	4TTR4060L	1824444M4F
ACCU # 4	Rear of Building	Trane	2018	TEM6A0D60H51	17303CX33V
AHU # 5	2nd FI Kitchen Attic	Trane	2018	4TTR4060L	182444XN4F
ACCU # 5	Rear of Building	Trane	2018	4TTR4060L	182444384F
AHU # 6	Storage Bldg West	Trane	2018	TEM6A0D60H51	180553TR3V
ACCU # 6	Storage Bldg West	Trane	2012	4TTB3036D1000AA	11820425F

7. POLICE FACILITY

Unit #	Location	Make	Age	Model	Serial Number
Cooling Tower	Roof	Amcot	2016	ST-80	N/A
Tower Pump Motor	Basement Closet North	N/A	2016	N/A	N/A
Tower Pump Motor	Basement Closet North	N/A	2016	N/A	N/A
Heat Pump HP-1A	Basement Closet North	Bosch	2016	EP007-1VTC-PRTPDB	2940-655-000001-7735050106
Heat Pump HP-1	Basement Closet North	Bosch	2016	ES035-31C-F1TATA	2940-655-000001-7735050103
Dehumidifier	Basement Closet South	Ultra Aire	2016	4022200	C0652712
Heat Pump HP-2	Basement Closet South	Bosch	2016	EC120-3VTC-FFTBDA	2940-655-000001-7735050107
Heat Pump HP-	1st Floor Closet South	Bosch	2016	ES061-3VTC-FRTATA	2940-655-000002-773550110
Heat Pump HP-8	1st Floor Closet South	Bosch	2016	ES049-3VTC-FLTATA	2940655--000002-773550109
N/A	1st Floor Closet South	Thermastor	2015	N/A	F1644375
Heat Pump HP- 3	1st Floor Closet North	Bosch	2016	ES035-3UTC-F1TATA	2940-655-000004-773505008
Heat Pump HP-	1st Floor Closet North	Bosch	2016	ES035-3UTC-F1TATA	2940-655-000001-7735050103
N/A	1st Floor Closet North	Thermastor	2015	N/A	F1644376
Conference Room		Bosch	2016	ES025-1VTC-FLTATA-XF6	2940-655-000001-7735005104
Heat Pump HP-10	South Outside Closet	Bosch	2016	ES049-3VTC-FLTATA	2940-655-000001-7735050105

Unit #	Location	Make	Age	Model	Serial Number
Heat Pump HP-6	2nd FL N.Closet (211)	Bosch	2016	ES061-3UTC-FRTATA	2940-655-000001-7735050110
Heat Pump HP-	2nd FL- Closet North (237)	Bosch	2016	ES061-3VTC-FRTATA	2940-655-000001-7735040868
Heat Pump HP- 11	2nd FL Closet North (238)	Bosch	2016	ES061-3VTC-FRTATA	2940-655-000001-7735040865
Heat Pump HP-5	2nd Floor Middle Closet	Bosch	2016	ES049-6VTC-FLTATA	2940-655-000001-7735050109
AHU	1st Floor	Liebert		PFH020APL3	PFH020APL3
CU	Roof	Liebert	2002	PFC020APL3	0243N70152

8. **NORTH FIRE STATION**

Unit #	Location	Make	Age	Model	Serial Number
ACCU # 1	North	TRANE	2011	4TTB4048E1000AB	11193W8H2F
AHU # 1	2nd Floor Closet North	TRANE	2011	4TEC3F48B1000AA	112625JB1V
ACCU # 2	North	TRANE	2010	4TTR3060D1000AA	10113SSW5F
AHU # 2	1st Floor Rear Closet	TRANE	2010	4TEC3F60B1000AA	10364JY71V
ACCU # 3	North	TRANE	2011	4TTB3060D1000AA	11164U3SF5
AHU # 3	2nd Floor Closet North	TRANE	2011	4TEC3F60B1000AA	11344SCM1V
ACCU # 4	North	TRANE	2010	4TTR3060D1000AA	10234Y245F
AHU # 4	3rd Floor Closet South	TRANE	2010	4TEC3F60B1000AA	10364JY81V
Dehumidifier	2nd Floor Closet South	COMFORT AIR	2006	BHD651B	607JA000262
Mini Split CU	Roof	CARRIER	2017	38MGRQ24C-301	0917V10862
Mini Split AHU	3rd FI Chiefs Office Wall	CARRIER	2015	40MAQB18B321	1517V21062
Mini Split AHU	2nd FI Ems Training Rm	CARRIER	2017	40MAQB18B321	3717V10054
Mini Split AHU	Gym 1st FI South	MITSUBISHI	2017	MSZ-HM18NA-U1	7002039T
Mini Split AHU	Gym 1st FI North	MITSUBISHI	2017	MSZ-HM18NA-U1	7000534T
Mini Split CU	Gym 1st FI South	MITSUBISHI	2017	MUZ-HM18NA-U1	7XC02481
Mini Split CU	Gym 1st FI North	MITSUBISHI	2017	MUZ-HM18NA-U1	79C02008

9. **CENTRAL FIRE STATION**

Unit #	Location	Make	Age	Model	Serial Number
CU # 1	Roof	Trane	2003	2TTR2060B1000AA	33752X02F
AHU # 1	2nd FI Mech Rm 209	Trane	2003	TWE060C15FD0	3392NEPIV
AHU # 2	2nd FI Mech RM 209	Trane	2014	TWE120E300AB	14282N77BA
CU #2	Roof	Trane	2014	TTA120E300AA	1426524AYA
AHU # 3	3rd FI Mech Rm 308	Trane	2016	TEM4AOC48S41SAA	16052JDO2V

Unit #	Location	Make	Age	Model	Serial Number
C U # 3	Roof	Trane	2016	4TTR4048L1000AA	16052M2U3F
AHU # 4	3rd FI MECH RM 308	Trane	2016	TEM4AOC36S41SAA	16052BKU2V
CU # 4	Roof	Trane	2016	4TTR4036L1000AA	16034PYU3F
AHU # 5	3rd FI MECH RM 308	Trane	2015	TWE090D300AB	15345T9NBA
CU # 5	Roof	Trane	2016	TTA090G300AA	16025MJMYA
CU # 6	Roof	Mitsubishi		MUYGE24NA	1000221T
AHU # 6	3r FI IT Room 313	Mitsubishi		MSYGE224NA	001330
PATC # 7	1st FI Mechanics Office Wall	Friedrich	Jul-05	AHAP00039	63229954205

10. PUBLIC WORKS - 951 OLD OKEECHOBEE RD.

Unit #	Location	Make	Age	Model	Serial Number
AHU	Office Ceiling	FHP	N/A	EM060-1AHX	PH120411
CU # 2	Office Ceiling	FHP	N/A	EM060-1CSC	RJ127815
CU # 1	N/A	Bosch	2015	LV060-1CSC-FXXXXA GXXXXXXXXXXXXXXXXXSBA	2940-558-00000- 7735036065
CU # 3	N/A	Bosch	2015	SV036-1CSC- FXXXXAXAGXXXXXXXXXSBA	2940-517-000001- 7735028935
CU #	South West Corner	Carrier	2014	38AUZA07A0B5A0A0A0	5114C90549
PTAC	Sales Rep	GE	2015	AZ41E12DABW2	GF370228
Heat Pump	Purchasing Ceiling	FHP	2014	EM048-1HZC	LH014264
Mini Split AHU	WRT Office Wall	Mitsubishi	2011	QSVS1-18A	4A07510000318
Mini Split CU	WRT Outside Wall	Mitsubishi	2011	QSV50-18A	N/A
Package	Storage Parts	Ruud	2013	RSNL-B024JK000	W381302929
AHU	Office Ceiling	Bosch	2015	LV060-1AHX-XLETDA- XATXXXXX5XXXX1XXXXSBA	2940-558-000001- 7735039642
AHU	Office Ceiling	Bosch	2015	SV036-1AHX-XRETUA- XATXXXXX5XXXX1XXXXSBA	2940-517-000001- 7735029287
PTAC	Maint. Office Wall	Ammana	N/A	PTC123G35AXXXBA	1601053604
AHU	Engineering Office Ceiling	Carrier	2014	40RUAA07A2A6A0A0A0	1014U07887
AHU	Hall Ceiling Outside Nurses Office	Trane	2017	TEM4A0B18821SAA	17254CNB3B
CU #	Outside Nurses Office	Trane	2017	4TTR4018L1000AB	172225RCAF
AHU # 7	Electrical Room Ceiling	Bosch	N/A	LV036-1AHX-XLETUA- XATMXXXXX7XXXX1XXXXS BA	2940-760-000001- 7735061436

Unit #	Location	Make	Age	Model	Serial Number
CU # 4	Meeting Room Ceiling	Bosch	N/A	LV048-1CSC-FXXXXA-XAGXXXXXXXXXXXXXXXXXS BA	2940-760-000001-7735036153
CU # 7	Electrical Room Ceiling	Bosch	N/A	LV036-1CSC-FXXXXA-XAGXXXXXXXXXXXXXXXXXS BA	2940-760-000001-7735029547
AHU	Parks, Sanitation, Trash office	Trane	2014	GAM5B0A24M21SBA	14432KX3BV
CU #	Sanitation Room Exterior Wall	Trane	2014	4TTB3024H1000AA	14286J3K3F
Cooling Tower	Whole Building	Marley	N/A	N/A	86585-B24498M-3831-95
Cooling Tower Pump Motor	Cooling Tower	Baldor	N/A	SPEC-36G095-0115G1	F1502090479
AHU # 4	Conference Room	Bosch	N/A	LV048-1AHX-XRETUA-XATMXXXXX7XXXX1XXXXS BA	2940-760-000001-7735061437

11. OLD PURCHASING BUILDING

Unit #	Area Served	Make	Age	Model	Serial Number
AHU # 1	Storage	Trane	2014	GAM5BA18M115BA	14145LGEBV
CU # 1	Storage	Trane	2014	4TTB6018A1000AA	141360F25F
Package	Storage	Bard	N/A	N/A	309K143154028-02
Wall Unit 1	Storage	Friedrich	N/A	CP24G30	ABDK00448
Wall Unit 2	Storage	Friedrich	N/A	N/A	N/A

12. S-2 PUMP STATION

Unit #	Location	Make	Age	Model	Serial Number
ACCU # 1	North East	TRANE	2008	4TTB4048E1000AB	11193W8H2F
AHU. # 1	Office Ceiling	TRANE	2008	4TEC3F48B1000AA	112625JB1V
Package #2	South	Marvaire	N/A	AVPA36ACD000NU-A2-100	JB-F130280-0-1

13. A-7 PUMP STATION

Unit #	Area Served	Make	Age	Model	Serial Number
Unit # 1	Lift Station Control	Pfannenberg	N/A	P/N-13383536158	S13290825549

LIST OF COMMERCIAL ICE MACHINE EQUIPMENT CURRENTLY OWNED BY THE TOWN

Vendor shall have working knowledge of trouble shooting, maintaining, and repairing the following types of commercial equipment but not limited to: Manitowoc, Ice O Matic Hoshizaki, Arctic Air, Scotsman, etc.

Location	Make	Age	Model	Serial Number
Public Works #1	MANITOWOC		B970	1101286852
Public Works #2	MANITOWOC		S970	040820211
North Fire - Bay	ICE-O-MATIC		B55PSA	6091280012829
Central Fire - Bay	ICE-O-MATIC		B55PSA	05021280010080
Central Fire - Kitchen	ICE-O-MATIC		ICEU0704	12031280013261
South Fire - Bay	ICE-O-MATIC		B55PSA	06031280013433
South Fire - Kitchen	ICE-O-MATIC		ICEU070A	12031280013265
Police Station	MANITOWOC		K570	420201781

LIST OF COMMERCIAL REFRIGERATORS AND FREEZERS CURRENTLY OWNED BY THE TOWN

Vendor shall have working knowledge of trouble shooting, maintaining, and repairing the following types of equipment and cooling towers but not limited to: Everest, Sub-Zero, Arctic Air, Turbo Air, Avantco, etc.

Location	Make	Age	Model	Serial Number
Public Works				
Refrigerator	EVEREST		ESQR2	BSWR206010007
Freezer	EVEREST		ESF1	BSF105120045
Location	Make	Age	Model	Serial Number
S-1 Pump Station				
Refrigerator	EVEREST		ESQR2	BSWR203010005
Freezer	EVEREST		ESF1	BSF105120034
North Fire				
Refrigerator	EVEREST		ESQR2	BSWR214090003
Freezer	EVEREST		ESF1	BSF114060041
Central Fire				
Refrigerator	EVEREST		ESQR2	BSWR217030052
Freezer	EVEREST		ESF1	BSF117070040
South Fire				
Refrigerator	EVEREST		ESQR2	BSWR215090007
Freezer	EVEREST		ESF1	BSF116050022



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Preventative Maintenance Service HVAC

Item	Location	Qty	Unit	Per Month	Cost
1	Town Hall	6	Month	\$	\$
2	Recreation Center	6	Month	\$	\$
3	Seaview Park Tennis Pro Shop	6	Month	\$	\$
4	Phipps Park Tennis Pro Shop	6	Month	\$	\$
5	Par 3 Maintenance Building	6	Month	\$	\$
6	Par 3 Golf Course Existing Pro	6	Month	\$	\$
7	Par 3 Golf Course New Pro Shop	6	Month	\$	\$
8	Midtown Lifeguard Station	6	Month	\$	\$
9	Police Facility	6	Month	\$	\$
10	North Fire Station	6	Month	\$	\$
11	Central Fire Station	6	Month	\$	\$
12	South Fire Station	6	Month	\$	\$
13	Public Works Facility	6	Month	\$	\$
14	Old Purchasing Building	6	Month	\$	\$
15	S-2 Pump Station	6	Month	\$	\$
16	A-7 Pump Station	6	Month	\$	\$
ANNUAL TOTAL					\$

Company Name: _____ Authorized Signature: _____

*****Prices listed above will be Basis of Award*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Refrigeration Equipment Maintenance - Commercial Refrigerators and Freezers

Location/Item	Qty	Unit	Per Month	Cost
Public Works				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
S-1 Pump Station				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
North Fire				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
Central Fire				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
South Fire				
Refrigerator	4	Qtr.		
Refrigerator	2	Year		
Freezer	4	Qtr.		
Freezer	2	Year		
TOTAL				

Company Name: _____ Authorized Signature: _____

*****Prices listed above will be Basis of Award*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Refrigeration Equipment Maintenance - Commercial Ice Machines

Item	Location	Qty	Unit	Per Month	Cost
1	Public Works #1	4	Qtr.	\$	\$
1a	Public Works #1	2	Year	\$	\$
2	Public Works #2	4	Qtr.	\$	\$
2a	Public Works #2	2	Year	\$	\$
3	North Fire - Bay	4	Qtr.	\$	\$
3a	North Fire - Bay	2	Year	\$	\$
4	Central Fire - Bay	4	Qtr.	\$	\$
4a	Central Fire - Bay	2	Year	\$	\$
5	Central Fire - Kitchen	4	Qtr.	\$	\$
5a	Central Fire - Kitchen	2	Year	\$	\$
6	South Fire - Bay	4	Qtr.	\$	\$
6a	South Fire - Bay	2	Year	\$	\$
7	South Fire - Kitchen	4	Qtr.	\$	\$
7a	South Fire - Kitchen	2	Year	\$	\$
8	Police Station	4	Qtr.	\$	\$
TOTAL					\$

Company Name: _____ Authorized Signature: _____

******Prices listed above will be Basis of Award******

BASIS OF AWARD TOTALS

Preventative Maintenance Service HVAC SUBTOTAL	
Preventative Maintenance Service Ice Machines SUBTOTAL	
Preventative Maintenance Refrigeration Equipment SUBTOTAL	
TOTAL	



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE-ALTERNATE PRICES

Preventative Maintenance Service HVAC-Alternate Prices

Item	Location	Qty	Unit	Per Month	Cost
1	Town Hall	12	Month	\$	\$
2	Recreation Center	12	Month	\$	\$
3	Seaview Park Tennis Pro Shop	12	Month	\$	\$
4	Phipps Park Tennis Pro Shop	12	Month	\$	\$
5	Par 3 Maintenance Building	12	Month	\$	\$
6	Par 3 Golf Course Existing Pro Shop	12	Month	\$	\$
7	Par 3 Golf Course New Pro Shop	12	Month	\$	\$
8	Midtown Lifeguard Station	12	Month	\$	\$
9	Police Facility	12	Month	\$	\$
10	North Fire Station	12	Month	\$	\$
11	Central Fire Station	12	Month	\$	\$
12	South Fire Station	12	Month	\$	\$
13	Public Works Facility	12	Month	\$	\$
14	Old Purchasing Building	12	Month	\$	\$
15	S-2 Pump Station	12	Month	\$	\$
16	A-7 Pump Station	12	Month	\$	\$
ANNUAL TOTAL					\$

Company Name:_____ Authorized Signature:_____

*****Alternate Prices-The Town of Palm Beach reserves the right to opt for monthly services*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Preventative Maintenance Service HVAC-Alternate Prices

Item	Location	Qty	Unit	Per	Cost
1	Town Hall	1	Each	\$	\$
2	Recreation Center	1	Each	\$	\$
3	Seaview Park Tennis Pro Shop	1	Each	\$	\$
4	Phipps Park Tennis Pro Shop	1	Each	\$	\$
5	Par 3 Maintenance Building	1	Each	\$	\$
6	Par 3 Golf Course Existing Pro Shop	1	Each	\$	\$
7	Par 3 Golf Course New Pro Shop	1	Each	\$	\$
8	Midtown Lifeguard Station	1	Each	\$	\$
9	Police Facility	1	Each	\$	\$
10	North Fire Station	1	Each	\$	\$
11	Central Fire Station	1	Each	\$	\$
12	South Fire Station	1	Each	\$	\$
13	Public Works Facility	1	Each	\$	\$
14	Old Purchasing Building	1	Each	\$	\$
15	S-2 Pump Station	1	Each	\$	\$
16	A-7 Pump Station	1	Each	\$	\$
ANNUAL TOTAL					\$

Company Name: _____ Authorized Signature: _____

*****Alternate Prices-The Town of Palm Beach reserves the right to opt for monthly services*****



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BID PROPOSAL PAGE

Duct Cleaning Schedule- Alternate Prices

Item	Location	Qty	Cost
1	Town Hall	1	
2	Police Facility	1	
3	Public Works	1	
4	Central Fire Station I	1	
5	North Fire Station II	1	
6	South Fire	1	
7	Recreation	1	
TOTAL			

*****Alternate Prices-The Town of Palm Beach reserves the right to opt for monthly services****

ALTERNATE PRICE TOTALS	
Preventative Maintenance Service HVAC 1 EACH SUBTOTAL	
Preventative Maintenance Service MONTHLY HVAC SUBTOTAL	
Duct Cleaning SUBTOTAL	
TOTAL	

Labor Rates

Item	Personnel Title	Unit	Standard Hourly Rate	Premium Hourly Rate
1	Journeyman (Licensed)	Hour		
2	Apprentice	Hour		
3	Helper	Hour		

Materials, Supplies & Equipment

Provide markup from suppliers cost. Copy of invoice from supplier must be provided.

COST PLUS MARKUP _____%

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

BIDDER INFORMATION AND CERTIFICATION	
The undersigned proposer 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.	
COMPANY NAME:	
STREET ADDRESS:	
CITY, STATE, ZIP CODE:	
EMAIL:	
TELEPHONE / FAX	TEL: FAX:
FEDERAL ID#	
AUTHORIZED SIGNATURE	DATE:

****Failure to affix signature may result in disqualification of proposal.**

- ***All bids shall be submitted on the Town provided forms. Failure to do so may be cause for rejection.***
- ***All blanks on the forms must be completed.***
- ***Modifications to the forms (Unit of Measure, Descriptions, etc.) shall not be allowed.***
- ***Supplemental information may be attached.***

BIDDERS CHECKLIST

All bids shall be submitted on the Town provided Bid Package forms. Failure to do so may cause the Bid to be rejected. All blanks on the proposed forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed as follows. Failure to submit the required documents may result in your bid being considered non responsive.

Are all Bid pages signed?	Yes	No
Is Bidder's Qualification form completed and submitted?	Yes	No
Qualification of bidders (item 3 under Special Terms and Conditions)	Yes	No
Staffing levels been explained (No. of employees available)?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Certifications/Licenses provided?	Yes	No
Vendor Service Representative Information submitted?	Yes	No
Are addendum (if any issued) submitted?	Yes	No
Has insurance requirements been acknowledged?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Proposed Sub-Contractors submitted, if any?	Yes	No
Is List of Professional References submitted?	Yes	No
Is List of Equipment completed and submitted?	Yes	No

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Name of Vendor's Representative: _____

Address: _____

Phone Number: _____ Fax Number: _____

E Mail Address: _____



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

BIDDER'S QUALIFICATION

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

Email: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT of Principal Officers
Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____ years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT/Position with Company/Vendor)
(Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT

LIST OF PROPOSED SUBCONTRACTORS

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____
HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT/Company _____



TOWN OF PALM BEACH

Bid No. 2018-54

HVAC & REFRIGERATION MAINTENANCE AND REPLACEMENT LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

The following is a list of **at least FIVE (5)** current (within last two years) and pertinent professional references that the Town can contact in relation to Bidder's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
	Email:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
	Email:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
	Email:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
	Email:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
	Email:	
For Town Use Only: _____ Comments: _____ Reference Verified: Yes ___ No ___		