NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and Council Members

From: Wisler Pierre-Louis, P.E., Interim Public Works Director

Date: September 9, 2014

RE: **A RESOLUTION OF THE VICE MAYOR ACTING AS MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COOL-BREEZE AIR CONDITIONING CORPORATION, PURSUANT TO RESOLUTION NO. 2014-R-56, FOR THE REMOVAL AND REPLACEMENT OF TWO AIR CONDITIONING CHILLERS FOR THE POLICE DEPARTMENT BUILDING AT A COST NOT TO EXCEED TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY THREE DOLLARS ($219,453.00), IN ACCORDANCE WITH INVITATION FOR BIDS NO. 42-13-14 POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting that the Vice Mayor as acting Mayor and City Council of the City of North Miami, Florida, hereby ratify the execution of the attached agreement between the City of North Miami and Cool-Breeze Air Conditioning Corporation pursuant to Resolution No. 2014-R-56, for the removal and replacement of Two Air Conditioning Chillers for the Police Department Building at a cost not to exceed Two Hundred Nineteen Thousand Four Hundred Fifty Three Dollars ($219,453.00).

BACKGROUND

On May 13, 2014, the City advertised Invitation for Bids ("IFB") No. 42-13-14 Police Department (2) Chiller and Controls Replacement, seeking a qualified air conditioning contractor to provide the City with the labor, materials, equipment, facilities, tools, supplies, supervision, safety measures, and all related services required to remove and replace two (2) existing ninety (90) tons air cooling chillers, including the installation of new automated logic controls, in accordance with the terms, conditions and specifications contained in the Solicitation.

Solicitation opened on Tuesday, July 15th, three (3) responses were received. One response was deemed non-responsive for not attending the mandatory Pre-Solicitation conference (see tabulation below);

Respondents	Proposal
Cool Breeze Air Conditioning Corp.	$ 219,453.00
Edd Helm Air Conditioning, Inc.	$ 209,419.00
Supa Air and Heat, Inc.	$ 283,660.00

Staff recommends Cool Breeze Air Conditioning Corp. as the lowest responsive and responsible bidder in a total amount not to exceed $ 219,453.00.

FUNDING SOURCE

General Funds

ATTACHMENT(S)

Resolution
Proposal
Bid Tabulation

RESOLUTION NO. _____

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE EXECUTION OF THE ATTACHED AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COOL-BREEZE AIR CONDITIONING CORPORATION, PURSUANT TO RESOLUTION NO. 2014-R-56, FOR THE REMOVAL AND REPLACEMENT OF TWO (2) AIR CONDITIONING CHILLERS FOR THE POLICE DEPARTMENT BUILDING AT A COST NOT TO EXCEED TWO HUNDRED NINETEEN THOUSAND FOUR HUNDRED FIFTY-THREE DOLLARS ($219,453.00), IN ACCORDANCE WITH INVITATION FOR BIDS NO. 42-13-14 POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 23, 2013, the City of North Miami ("City") advertised ***Invitation for Bids No. 42-13-14 Police Department (2) Chiller and Controls Replacement***, as amended by Addendum 1 and Addendum 2 ("IFB"), seeking a qualified air conditioning contractor to provide the City with the labor, materials, equipment, facilities, tools, supplies, supervision, safety measures, and all related services required to remove and replace two (2) existing ninety (90) tons air cooling chillers, including the installation of new automated logic controls, in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, Cool-Breeze Air Conditioning Corporation ("Contractor") timely submitted its sealed bid ("Bid") and was evaluated by City administration as the lowest responsive-responsible bidder whose Bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, City administration is desirous of replacing and installing the ailing air-cooling system at the City Police Department building without delay, requiring Services to be expeditiously provided to prevent interruptions in the conduct of official Police duties; and

WHEREAS, on July 8, 2014, the Vice Mayor as Acting Mayor and City Council adopted Resolution No. 2014-R-56, authorizing the City Manager, City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare

of the City during the City Council's recess from July 9, 2014 through September 8, 2014, subject to ratification; and

WHEREAS, on August 7, 2014, the City Manager executed the attached Agreement with Contractor for the provision of prompt, efficient and cost effective Services, and to prevent the potential failure of existing cooling units at the City Police Department building; and

WHEREAS, the Vice Mayor as Acting Mayor and City Council, hereby find the ratification of the attached executed Agreement pursuant to Resolution No. 2014-R-56, is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Ratification of City Manager's Purchase Order. The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby ratify the execution of the attached agreement between the City of North Miami and Cool-Breeze Air Conditioning Corporation pursuant to Resolution No. 2014-R-56, for the removal and replacement of Two (2) Air Conditioning Chillers for the Police Department Building at a cost not to exceed Two Hundred Nineteen Thousand Four Hundred Fifty-Three Dollars ($219,453.00), in accordance with *Invitation for Bids No. 42-13-14 Police Department (2) Chiller and Controls Replacement.*

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this _____ day of September, 2014.

_____
PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Vice Mayor as Acting Mayor Philippe Bien-Aime	_____ (Yes)_____ (No)
Councilperson Scott Galvin	_____ (Yes)_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)_____ (No)

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CITY OF NORTH MIAMI
A/C CHILLER AND CONTROLS REPLACEMENT SERVICES AGREEMENT
(IFB No. 42-13-14)

THIS AIR CONDITIONING CHILLER AND CONTROLS SERVICES AGREEMENT ("Agreement") is made and entered into this 8/7/2014 day of _____, 2014, by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Cool-Breeze Air Conditioning Corporation**, a for-profit corporation organized and authorized to do business in the State of Florida, having its principal office at 13120 SW 130th Terrace, Miami, FL 33186 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on October 23, 2013, the City advertised ***Invitation for Bids No. 42-13-14 Police Department (2) Chiller and Controls Replacement***, as amended by Addendum 1 and Addendum 2 ("IFB"), seeking a qualified air conditioning contractor to provide the City with the labor, materials, equipment, facilities, tools, supplies, supervision, safety measures, and all related services required to remove and replace two (2) existing ninety (90) tons air cooling chillers, including the installation of new automated logic controls, in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, Contractor timely submitted its sealed bid ("Bid") and was evaluated by City administration as the lowest responsive-responsible bidder whose Bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the requirements of the Contract Documents; and

WHEREAS, the City is desirous of replacing and installing the ailing air-cooling system at the City Police Department building, which requires Services to be expeditiously provided; and

WHEREAS, on July 8, 2014, the Vice Mayor as acting Mayor and City Council adopted Resolution No. 2014-R-56, authorizing the City Manager, City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare of the City during the City Council's recess from July 9, 2014 through September 8, 2014, subject to ratification; and

WHEREAS, the City Manager has determined that it is in the best interest of the City to enter into this Agreement with Contractor for the provision of prompt, efficient and cost effective Services, to prevent potential interruptions in the official operations of the City Police Department.

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NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:

2.1.1 City's ***Invitation for Bids No. 42-13-14 Police Department (2) Chiller and Controls Replacement***, as amended by Addendum 1 and Addendum 2, attached hereto by reference;

2.1.2 Contractor's Bid in response to IFB, including price proposal, Certificate of Insurance, and State of Florida License, attached hereto as "Exhibit A";

2.1.3 City's Solicitation Tabulation Sheet, dated July 15, 2014, identifying criteria used by City administration for the selection of Contractor, attached hereto as "Exhibit B";

2.1.4 Vice Mayor as acting Mayor and City Council Resolution No. 2014-R-56, authorizing the execution of this Agreement subject to ratification, attached hereto as "Exhibit C"; and

2.1.5 Any additional documents which are required to be obtained and/or submitted in the provision of Services under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The IFB.

ARTICLE 3 –TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement shall be a period of sixty (60) consecutive calendar days from the City's issuance of the Notice to Proceed excluding City observed holidays and weekends. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Term of Agreement. Failure to achieve timely final completion within the time provided shall be regarded as a material breach of this Agreement and subject to the appropriate remedies available at law.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the

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Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION TO CONTRACTOR

4.1 The Contractor shall be compensated an amount not to exceed Two Hundred Nineteen Thousand Four Hundred Fifty Three and no/100 Dollars ($219,453.00) as full compensation for the completion of Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

4.2 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 - SCOPE OF SERVICES

5.1 As an inducement for the City to enter into this Agreement, Contractor has represented an expertise in the provision of Services on similar public projects. In reliance upon those representations, the City has entered into this Agreement with Contractor for the provision of the Services.

5.2 Contractor shall provide all the required labor, supervision, transportation, materials, equipment, supplies, tools safety measures, and all related services necessary for the provision of Services, under the terms, conditions and specifications contained in the Contract Documents. Contractor shall provide Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.4 During the performance of Services, Contractor shall cause a minimum of inconvenience to the public and to City employees, and shall ensure that the public roadways, improvements or appurtenants in the vicinity of the worksite, remain open to the public whenever and wherever possible.

5.5 Contractor shall at all times, during the performance of Services, keep the worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its

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employees, agents and subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

5.6 In the event Contractor fails to remove all rubbish, debris, materials and waste from the worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the worksite.

5.7 Contractor shall notify the City in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any work. Failure to notify the City of any damage shall result in the Contractor's duty to repair the damage at no additional expense to the City.

5.8 Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

5.9 Contractor shall exercise due caution in the performance of this Agreement to minimize the possibility of damage to utilities resulting from its activities.

5.10 Contractor shall comply and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and subcontractors in the provision of Services.

5.11 Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations to prevent any damage, loss or injury to persons or property.

5.12 Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services under the requirements of this Article.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

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ARTICLE 7 - NOTICES

7.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Cool-Breeze Air Conditioning Corporation
Attn: Jorge Benitez
13120 SW 130th Terrace
Miami, FL 33186
Phone: (786) 493-1083
Fax: (305) 253-4420
Email: jorge@cool-breezeac.com

To City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Manager

With a copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

7.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

7.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 8 - INDEPENDENT CONTRACTOR

8.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

8.2 Contractor agrees and understands that: (i) any and all subcontractors or suppliers used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors or suppliers for any of the services related to this Agreement shall be borne solely by Contractor.

ARTICLE 9 - CONFLICTS OF INTEREST

9.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has

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not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 - DEFAULT

10.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 11 - PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

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ARTICLE 13 - INSURANCE

13.1 Prior to commencing Services, the Contractor shall submit certificates of insurance evidencing the required coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

ARTICLE 14 - WARRANTY

14.1 The Contractor warrants that all materials and workmanship, whether furnished by the Contractor, its subcontractors or suppliers will comply with the Contract Documents.

14.2 Contractor warrants that all materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers shall be of good quality will be free from defects whether patent or latent in nature. If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work that is satisfactorily correct to the City. If Contractor does not promptly comply with the terms of such instructions, the City may have the defective work corrected and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of engineers, attorneys and other professionals, shall be paid by Contractor.

14.3 It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of these Services, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Services is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all work necessitated by inspections which is not prescribed in the plans or specifications, but necessitated to bring the Services into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 15 - FORCE MAJEURE

15.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Contract Documents by reason of a Force Majeure Event, the time

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for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

16.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

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16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.14 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(*The remainder of this page is intentionally left blank*)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Title: _____

Date: _____

Cool-Breeze Air Conditioning Corporation, a Florida for-profit corporation: "**Contractor**"

DocuSigned by:
By: Jorge Benitez
4E9F4BEEEC4C493...

Print Name: Jorge Benitez

Title: Sales Representative

Date: 7/25/2014

ATTEST:

DocuSigned by:
By: _____
2C7010872EE8414...
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: "**City**"

DocuSigned by:
By: Aleem Ghany
AD8C42C3AFAE44B...
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
By: Regine Monestime
9787BB01BC7F413...
Regine M. Monestime
City Attorney

NORTH MIAMI
FLORIDA

COVER PAGE & CONTACT PERSON INFORMATION

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

Include this sheet as the very first page of your response. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): Cool Breeze A/C

Doing Business As (DBA) *If applicable*: N/A

Federal Employee Identification Number (FEIN): 65-0101307

Mailing Address: 13120 S.W 130 Terr

City, State, Zip Code: MIAMI FL 33186

Contact Persons Name: Jorge Benitez

Title: Sales Representative

Email Address: Jorge@Cool-BreezeAC.com

Telephone Number: 786-493-1083

Fax Number: 305-253-4420

JB

Section 4.0
Bid Submittal

DELIVER TO:

City of North Miami
Purchasing Department
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

Bid Due
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Department at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or Services described in the accompanying Bid Submittal Requirement.

Police Department (2) Chiller and Controls Replacement
IFB No. 42-13-14

User Department: Police Date Issued: _____

This Bid Submittal Consists of Pages: 23 through 29

N/A Bid Bond of the total amount of the Bid shall accompany all Bids

N/A A Performance Bond of the total amount of the Bid will be required upon execution of the Contract by the awarded Respondent(s) and City of North Miami

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Procurement Agent:
Patrick R. Dulcio
Commodity Code(s):

Firm Name:
Cool Breeze Air Conditioning

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGES HEREIN OF SECTION 4.0 BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE. IF APPLICABLE, FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE FOR THIS SOLOICITATION SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

NORTH MIAMI
FLORIDA

PRICE BID FORM

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Item	Description	Cost
1	Complete Replacement of (2) Chiller	$ 162,580.00
2	Replacement / Reprogramming of Controllers	$ 56,873.00
Make/Model of Controller:_____		
	Grand Total (Lines 1 – 2):	$ 219,453.00
	Time for completion of project:	10 **/ Days**

- The price listed in the Solicitation Price Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery and installation of the Project as requested by the City.
- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

NORTH MIAMI
FLORIDA

MINIMUM REQUIREMENTS CHECKLIST

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** ☑
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following: a) **Copy of Florida Class A Mechanical License**	**Attach Copy of Active License(s)** ☑
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☑

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by FEI/EIN Number

Florida Profit Corporation

COOL-BREEZE AIR CONDITIONING CORPORATION

Filing Information

Document Number	J91951
FEI/EIN Number	650010307
Date Filed	09/14/1987
State	FL
Status	ACTIVE

Principal Address

13120 SW 130 TERRACE
MIAMI, FL 33186

Changed: 04/06/1999

Mailing Address

13120 SW 130 TERRACE
MIAMI, FL 33186

Changed: 04/06/1999

Registered Agent Name & Address

CRAWLEY, FRANK D.
13120 SW 130 TERRACE
MIAMI, FL 33186

Name Changed: 02/23/2004

Address Changed: 02/23/2004

Officer/Director Detail

Name & Address

Title P

CRAWLEY, FRANK DP
13120 SW 130 TERRACE
MIAMI, FL 33186

Title ST

CRAWLEY, LOURDES GST

13120 SW 130 TERRACE
MIAMI, FL 33186

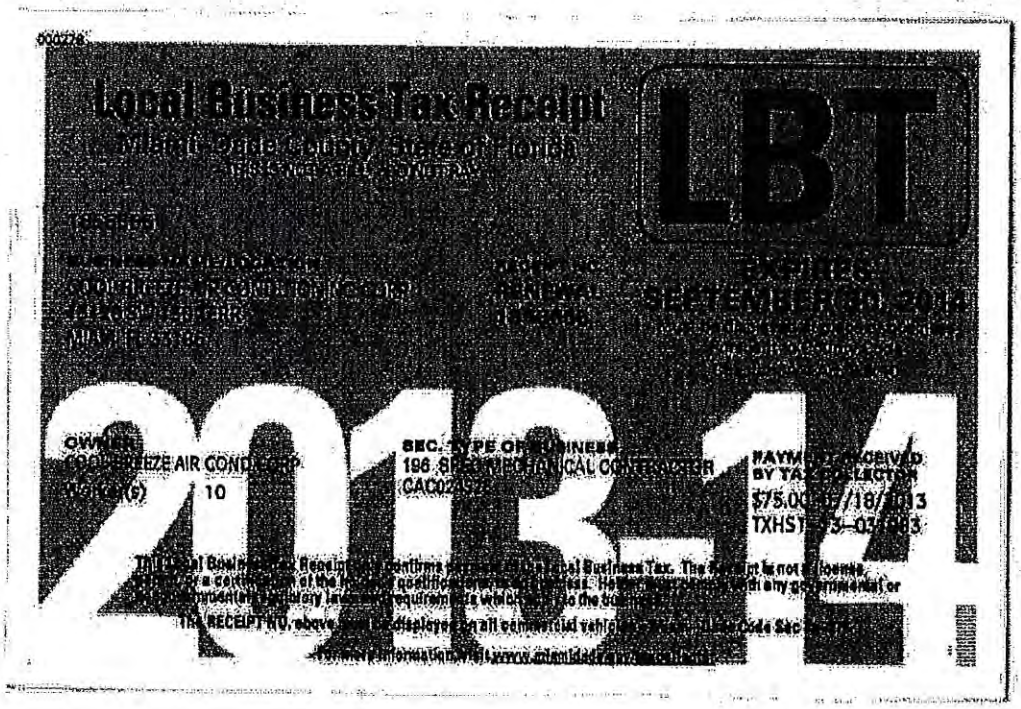
Annual Reports

Report Year	Filed Date
2012	02/07/2012
2013	04/14/2013
2014	04/24/2014

Document Images

04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/14/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
03/09/2011 -- ANNUAL REPORT	View image in PDF format
03/23/2010 -- ANNUAL REPORT	View image in PDF format
03/31/2009 -- ANNUAL REPORT	View image in PDF format
03/20/2008 -- ANNUAL REPORT	View image in PDF format
04/10/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
03/07/2005 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
05/05/2002 -- ANNUAL REPORT	View image in PDF format
04/20/2001 -- ANNUAL REPORT	View image in PDF format
02/16/2000 -- ANNUAL REPORT	View image in PDF format
04/06/1999 -- ANNUAL REPORT	View image in PDF format
02/11/1998 -- ANNUAL REPORT	View image in PDF format
02/06/1997 -- ANNUAL REPORT	View image in PDF format
02/26/1996 -- ANNUAL REPORT	View image in PDF format
01/30/1995 -- ANNUAL REPORT	View image in PDF format

Copyright © and Privacy Policies
State of Florida, Department of State


Local Business Tax Receipt
LBT
2013-14

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

CRAWLEY, FRANK DEAN
COOL-BREEZE AIR CONDITIONING CORPORATION
4220 SW 156 PLACE
MIAMI FL 33185

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA AC# 6248047
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CAC024325 08/05/12 128029641

CERTIFIED AIR COND CONTR
CRAWLEY, FRANK DEAN
COOL-BREEZE AIR CONDITIONING COR

IS CERTIFIED under the provisions of Ch.489 FS
Expiration date: AUG 31, 2014 L12080500063

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6248047

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12080500063

DATE	BATCH NUMBER	LICENSE NBR
08/05/2012	128029641	CAC024325

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014

CRAWLEY, FRANK DEAN
COOL-BREEZE AIR CONDITIONING CORPORATION
13120 SW 130 TERRACE
MIAMI FL 33186

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

NORTH MIAMI
FLORIDA

REFERENCES (Form A-14)

List a minimum of three (3)

Name: MG Investments Contact: Anthony Beynon

Address: 201 Alhambra Circle #514

City: Coral Gables State: FL Zip: 33134

Contact Person: Anthony Beynon

Phone: 786-236-8601 E-Mail: Beynong msn.com

Type of Job Performed & Cost Repair & Service.
Chiller Replacement

Name: Miami Childrens Hospital Contact: Raul

Address: 3100 SW 62nd Ave

City: Miami State: FL Zip: 33155

Contact Person: Raul

Phone: 305-662-8230 E-Mail:

Type of Job Performed & Cost Repair & Service
Chiller Replacement.

Name: 900 West 49 ST Contact: Robert Ecksteing

Address: 900 West 49 ST

City: Hialeah State: FL Zip:

Contact Person: Robert

Phone: 786-367-3569 E-Mail: RECksteing@miami.com

Type of Job Performed & Cost Chiller Replacement

PRINT

NORTH MIAMI
FLORIDA

RESPONSE SUBMITTAL CHECKLIST

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

This checklist is provided for Respondent's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Response received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	✓
2.)	A-2 Non- Collusive Proposal Certificate	✓
3.)	A-3 Local Preference Affidavit *(optional)*	✓
4.)	A-5 Acknowledgement of Addenda *(if applicable)*	✓
5.)	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	✓
6.)	A-7 Insurance Requirements	✓

All of the City's Forms can be found on our website at: http://www.northmiamifl.gov/business/purchasing/forms.asp. These forms are fill –in forms. Please ensure to include all applicable forms with your Bid documents signed and notarized as required. Emailed forms will NOT be accepted.

FORM A-1

NORTH MIAMI
FLORIDA

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Cool-Breeze Air Conditioning Corp
[print name of public entity]

by FRANK D. CRAWLY
[print individual's name and title]

for Cool-Breeze Air Conditioning Corp
[print name of entity submitting sworn statement]

whose business address is 13120 S.W 130 Terr Miami FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0010307 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

93

FORM A-1

NORTH MIAMI FLORIDA

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

Sworn to and subscribed before me this 14th day of July, 20 14.

Personally known Frank D. Crawley

OR Produced Identification _____ Notary Public - State of Florida

_____ My commission expires 12-26-2016
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)

ROSA C. ALICEA
Notary Public - State of Florida
My Comm. Expires Dec 26, 2016
Commission # EE 832167
Bonded Through National Notary Assn.

NORTH MIAMI
FLORIDA

FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared FRANK D. Crawly (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the President of the corporation/partnership known and styles as Cool Breeze Air Conditioning Corp, duly formed under the laws of the State of Florida, on 9-14-1987, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That Cool-Breeze Air Conditioning Corp (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of City of North Miami, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That Cool-Breeze Air Conditioning Corp (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That Cool Breeze Air Conditioning, Corp (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That Cool-Breeze Air Conditioning Corp (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

NORTH MIAMI
FLORIDA

6. That no officer of Cool Breeze Air Conditioning has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

By: Frank D. Crawley.

Its: _____
Authority Warranted

SWORN TO and subscribed before me this 14th day of July, 2014.

_____
Notary Public
My Commission Expires:

ROSA C. ALICEA
Notary Public - State of Florida
My Comm. Expires Dec 26, 2016
Commission # EE 832167
Bonded Through National Notary Assn.

LOCAL PREFERENCE FORM A - 3

LOCAL PREFERENCE CERTIFICATION

SECTION 1: GENERAL TERM

Local Preference

The evaluation of competitive bids is subject to Section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. The following criteria meet the local preference requirements:

1. A business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased **AND**;
2. A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address **OR**;
3. A business has at least ten (10%) of its total workforce residing in the City of North Miami or subcontractors at least ten percent (10%) of its total contractors in the City prior to the City's issuance of the solicitation for supplies or services **OR**;
4. The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who is physically located within the City of North Miami.

The preference is used to evaluate the submittals received from bidders. A preference of ten percent (10%) shall be given to the local businesses total evaluation points of their proposal or ten percent (10%) shall be given to the local businesses total price of their bid.

Comparison of Qualifications

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the City from giving any other preference permitted by law instead of preferences granted, nor prohibit the City to select the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses located within the limits of the City of North Miami. **A copy of a current Business Tax Receipt must be attached.**

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

☐ Place a check mark here only if affirming bidder meets requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Workforce Local Preference.**

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to businesses that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. **(Must complete Forms A-3A: Participation Schedule & A-3B: Statement of Intent)**

☐ Place a check mark here only if affirming bidder meets requirements for Subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Subcontractor Local Preference.**

Company Name: Cool-Breeze Air Conditioning Corp

Authorized Signature:

Revised 12/23/10

LOCAL PREFERENCE FORM A – 3A

NORTH MIAMI FLORIDA

CITY OF NORTH MIAMI LOCAL BUSINESS PARTICIPATION SCHEDULE

RFP/IFB # 42-13-14 Title: Police Department (2) Chiller and Controls Replacement

Bidder/Proposer Cool Breeze Air Conditioning, Corp

Address, City, State and Zip 13120 S.W 130 Terr Miami FL 33186

Contact Person Jorge Benitez Tel # 786-493-1083 Fax # 305-253-4420

ORGANIZATION STATUS

Business Association	Date Engaged	Business Name	Business Address	Business Telephone #	Work to Be Performed: % of Work	Work to Be Performed: Type of Work	Work to Be Performed: Dollar Amount
Bidder/ Proposer	Sept 14, 1987	Cool-Breeze Air Conditioning	13120 S.W 130 Terr Miami FL 33186	305 226-2665	100	Replacement of Chiller & Controls	Total of Contract
Local Business							
Local Business							
Local Business							
					100%	Total Participation	
						Total Contract	$ 0.0

The listing of a Local Business shall constitute a representation by the bidder/proposer to the City of North Miami that the bidder/proposer believes such Local Business to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained will be verified.

I certify that the above information is true to the best of my knowledge: Jorge Benitez (Authorized Bidder/Proposer Signature) Sales Representative (Title) 7-14-14 (Date)

Revised 12/16/11

LOCAL PREFERENCE FORM A - 3B

STATEMENT OF INTENT

RFP/IFB NO. 42-13-14

A signed "Statement of Intent" shall be completed by both the proposer/bidder and the owner or authorized principal of each Local Business listed in the Participation Schedule Form A-3A.

Cool-Breeze Air Conditioning Corp agrees to perform work on the above contract as (check one)
Name of Local Business

○ a partnership; ✓ a corporation; ○ an individual; ○ a joint venture

Local Business Contractor

The Local Business will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the City of North Miami for the work with Cool-Breeze Air Conditioning Corp.
Name of Local Business

Item No.	Type of Work	Date Engaged	Agreed Price (Or Agreed Percentage)	% of Work
1.			$	%
2.			$	%
3.			$	%
	TOTAL VALUE OF WORK		$0.0	0.0 %

Frank D. Crawley — **Local Business Contact Name** (Please Print)
President — **Title**
7-14-14 — **Date**

13120 S.W 130 Terr Miami FL 33186
Local Business Address, City, State & Zip Code

Jorge@Cool-Breezeac.com — **Local Business E-Mail address**
305-226-2665 — **Phone Number**
Authorized Local Business Signature

Jorge Benitez — **Authorized Bidder/Proposer Signature**
Sales Representative — **Title**
7-14-14 — **Date**

NOTE: A copy of the Local Vendor Business Tax Receipt and signatures of Local Business and Bidder/Proposer are required.

FORM A-5

ADDENDUM TO BID DOCUMENTS

IFB NUMBER: 42-13-14

BID OPENING DATE: 7-15-14

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1	☑
Addendum No. 2	☑
Addendum No. 3	☐
Addendum No. 4	☐
Addendum No. 5	☐
Addendum No. 6	☐
Addendum No. 7	☐
Addendum No. 8	☐
Addendum No. 9	☐
Addendum No. 10	☐

Acknowledged by:
Name: Jorge Benitez
Signature: Jorge Benitez
Date: 7-15-14

NORTH MIAMI
FLORIDA

ADDENDUM TO SOLICITATION DOCUMENTS

Posted Date: **July 7, 2014** Addendum No. **02**

Solicitation Title: **Police Department (2) Chiller and Controls Replacement**

Solicitation No.: **42-13-14 IFB** Opening Date: **Tuesday, July 15, 2014 at 3:00PM**

To All Respondents:

It is the Respondents' responsibility to assure receipt of all addenda, clarifications and inquiries regarding this Solicitation. The Respondent should verify with the designated Purchasing Agent prior to submitting a response, that all, if any, have been received. Respondents are required to acknowledge the number of addenda received as part of their response by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).

This addendum is issued to modify the previously issued Solicitation documents and/or given for informational purposes, and is hereby made a part of the Solicitation documents.

NOTIFICATION OF BID ACTIVETION

By way of this Addendum, the above referenced solicitation has been re-activated. This Solicitation will open on Tuesday, July 15th, 2014 at 3:00PM.

Q1: Will the Contractor be required to re-insulate the chillers to the building?

A1: Re-insulate all existing and new piping with 2½ inch thick outdoor insulation with protective metal jacket. From new chillers to building piping penetration, includes all valves, pumps and air tank. Replace all existing chilled water valves. If the building must be shut down for any reason it must be done on a Saturday for the two main valves.

*****All other items remain the same*****
End of Addendum

NORTH MIAMI
FLORIDA

ADDENDUM TO SOLICITATION DOCUMENTS

Posted Date: **June 11, 2014** Addendum No. **01**

Solicitation Title: **Police Department (2) Chiller and Controls Replacement**

Solicitation No.: **42-13-14 IFB** Opening Date: **Tuesday, June17, 2014 at 3:00PM**

To All Respondents:

It is the Respondents' responsibility to assure receipt of all addenda, clarifications and inquiries regarding this Solicitation. The Respondent should verify with the designated Purchasing Agent prior to submitting a response, that all, if any, have been received. Respondents are required to acknowledge the number of addenda received as part of their response by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).

This addendum is issued to modify the previously issued Solicitation documents and/or given for informational purposes, and is hereby made a part of the Solicitation documents.

NOTIFICATION OF BID CANCELLATION

By way of this Addendum, the above referenced solicitation has been cancelled.

The City will re-solicit this project in the near future.

*****All other items remain the same*****
End of Addendum

Form "A-6"

BIDDER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS

RFQ, RFP OR IFB NO. 42-13-14

DISCIPLINE Air Conditioning Repair & Maintenance & Chiller Replacement

Team Composition Plan
Please provide the following for tracking purposes only:

Business Association	Business Name	*Business Address*	*Business* Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor	Cool Breeze AC	13120 S.W 130TH ST FL 33186	305-226 2665	Chiller Replacement	100%	H
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

A = Asian American *B = African American* *F = American Woman*
H = Hispanic American *N = Native American* *L=Local Vendor (North Miami)*

NORTH MIAMI
FLORIDA

Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - $1,000,000

- Fidelity / Dishonesty Coverage - $500,000 per occurrence

- Professional Liability (Errors and Omissions) Insurance –

    1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
    2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
    3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

- Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.

- Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.

COOLB-1 OP ID: JB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2014

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

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

PRODUCER Tropical Insurance Agency Inc. 8700 West Flagler St Ste 230 Miami, FL 33174 Alfredo Gonzalez Phone: 305-221-2400 Fax: 305-552-5360	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Cool-Breeze A/C Corp ID 712801 13120 SW 130 Terr Miami, FL 33186	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Bridgefield Casualty Ins Co. INSURER B : Commerce & Industry Ins Co INSURER C : Ohio Security Insurance CO INSURER D : American Fire and Casualty Co INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			BKO55845582	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] UM-500,000			BAS55845582	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			BE020748608	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0830-34065	04/01/2014	04/01/2015	[X] WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine			BKO55845582	05/05/2014	01/01/2015	LeasedEqu	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Air conditioning Services and Repairs

CERTIFICATE HOLDER CITYNM1

City of North Miami
776 NE 125 Street
North Miami, FL 33161

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alfredo Gonzalez

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- NEMA 1 controls enclosure with transformer for ALC router

3.3 TRAINING

The Contractor shall provide a minimum of eight (8) hours of systems training.

3.4 SITE

Bidder must familiarize themselves with the existing site conditions.

3.5 CHILLER SHUT DOWN / STARTUP

At no time during the removal and installation of the chillers shall both units be shut down at the same time. In the event that the shutdown of both units is unavoidable the Contractor shall provide portable A/C units to maintain air-conditioning throughout the building at no additional cost to the City.

3.6 PROJECT COORDINATION

Upon Issuance of a NTP the Contractor will conduct Project coordination meetings every two weeks, or as agreed to by the City, through the duration of the Project. The Contractor will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

3.7 COMMUNITY BENEFIT PLAN

The Respondent will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

END OF SECTION

Cool-Breeze

Air Conditioning Corp.

13120 SW 130th Terrace Miami, Fl. 33186
Ph# 305-226-2665
Fax# 305-253-4420

PROPOSAL

No☺

City of North Miami Police Department
700 NE 124 Street
North Miami, Fl 33161
Contact: Jorge L. Manresa
Office: 305-891-0294 Ext 24114 Fax : 305-893-2707
Emergency: 305-891-8111

City of North Miami Police Department
700 NE 124 Street
North Miami, Fl 33161
Replacement of (2) 90 Ton Chillers
With New Trane Chillers & Replacement of Controls.

DATE: 7-17-14

Supply labor and materials to replace (2) existing 90 Ton Air Cool Chillers. **Trane M # CGAM090F2**

Item 1: $ 162,580.00.

1. Shut down Chillers, recover refrigerant, and disconnect electric and chilled water piping.
2. Supply crane to remove and install new chillers.(Haul Away Chillers, One Chiller at a Time will be Replace)
3. Supply and Install (2) new 90 Ton Air Cool Chiller. (Trane M # CGAM090F2) Epoxy Coating & BAC net Interface Included.
4. Set new Chiller on existing slab with New vibration isolation pads. Secure Chiller to concrete slab as per Florida Code.
5. Replace (6) existing chilled water valves, piping supports, temperature-pressure gauges, air vents, air bleeds and hose bids as needed.
6. Reconnect Chilled Water lines to existing series piping with new steel pipe as needed. Clean up and paint all new supports.
7. Install new Chilled Water line insulation with 2 inch thick ASJ foamglass pipe covering Insulation finished with Aluminum jacket 0.016 inch thick.
8. Re use electrical conductors and conduit to connect to new chiller.
9. Supply Mechanical Permit
10. All work to be done during regular business hours.
11. Complete startup and commissioning
12. Supply and install new Automated Logic Controls **(See Attachment "A" for Scope)**

Exclusion: Disconnects, Starters, Pumps, Major Electrical Work or any item not listed above.

Warranty: 1 Year Parts and Labor, 5 Years Manufacturer's Warranty on Compressors

Item 2: $ 56,873.00. Attachment "A".

Replacement / Reprogramming of Controllers. See Attachment "A".

WE PROPOSE hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of: **$ 219,453.00. Total**
Two Hundred Nineteen Thousand Four Hundred Fifty Three Dollars

Payments to be made as follow: 50 % Deposit, Balance on Completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized
Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within

(30) days.

Acceptance of Proposal – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined.

Signature _____

Signature _____

Date of Acceptance _____

Cool-Breeze
Air Conditioning Corp.®
"Relief from the Heat"™

Attachment "A"

Chillers 1 and 2:

☐ Includes new programmed sequence of operations with lead and lag control on chillers

☐ Install controller near chillers in new enclosure

☐ Install 3 motorized control valves for chiller parallel operations (Not needed, will be pipe in Series)

☐ Complete startup and commissioning

VAV'S (25 Total):
☐ Install new Automated Logic Controller with actuator
o Reuse all existing VAV Boxes

o Remove and discard of old VAV controller

o Reuse existing communication trunk line

o Reuse existing 24 VAC power for controller
☐ Install new thermostat on wall

☐ Complete startup and commissioning

AHU (1 Total);
☐ Install automated logic controller
o Reuse all existing sensors

o Remove and discard of old controller

o Reuse existing VFD

o Reuse existing communication trunk line

o Reuse existing 24 VAC power controller
☐ Program new sequence of operations of Work with ALC controller

☐ System to run off all existing sensors off of static pressure sensor

☐ Complete startup and commissioning

BAS Front-End;
☐ Install Automated Logic Router (In IT room)
☐ Install Automated Logic WebCTRL 6.0 software system
☐ Includes all graphics and new sequences
☐ Includes all alarms
☐ Includes new wall mounted computer workstation with monitor and surge protector
☐ NEMA 1 controls enclosure with Transformer for ALC Router

Cool Breeze shall provide a minimum of eight (8) hours of systems training.

Cool-Breeze
Air Conditioning Corp.®
"Relief from the Heat"™

Attachment "A"

Chillers 1 and 2: $ $ 56,873.00.

☐ Includes new programmed sequence of operations with lead and lag control on chillers

☐ Install controller near chillers in new enclosure

☐ Install 3 motorized control valves for chiller parallel operations (Not needed, will be pipe in Series)

☐ Complete startup and commissioning

VAV'S (25 Total):
☐ Install new Automated Logic Controller with actuator
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o Remove and discard of old VAV controller

o Reuse existing communication trunk line

o Reuse existing 24 VAC power for controller
☐ Install new thermostat on wall

☐ Complete startup and commissioning

AHU (1 Total);
☐ Install automated logic controller
o Reuse all existing sensors

o Remove and discard of old controller

o Reuse existing VFD

o Reuse existing communication trunk line

o Reuse existing 24 VAC power controller
☐ Program new sequence of operations of Work with ALC controller

☐ System to run off all existing sensors off of static pressure sensor

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☐ Includes all graphics and new sequences
☐ Includes all alarms
☐ Includes new wall mounted computer workstation with monitor and surge protector
☐ NEMA 1 controls enclosure with Transformer for ALC Router

Cool Breeze shall provide a minimum of eight (8) hours of systems training.

NORTH MIAMI
FLORIDA

BID SUBMITTAL FORM

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

FEIN NO.: 6 5 - 0 1 0 1 1 0 3 0 7
(Respondent Federal Employer Identification Number) If none, Respondent Social Security Number

☐ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this Solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming Respondent meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent Ineligible for Local Preference.**

OR

☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming Respondent meets the requirements for Workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent Ineligible for Workforce Local Preference.**

OR

☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms that subcontract at least ten percent (10%) of the contractual amount of a City project to Sub-Contractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check here only if affirming Respondent meets the requirements for Sub-Contractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent Ineligible for Sub-Contractor Local Preference.**

All referenced forms can be found on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

The undersigned Respondent certifies that its Bid is submitted in accordance with the Solicitation specifications and conditions governing this Solicitation, and that the Respondent will accept any award(s) made to him as a result of this Solicitation.

FIRM NAME: Cool-Breeze Air Conditioning Corp

DBA *(If any)*:

STREET ADDRESS: 13120 S.W 130th Terr

CITY/STATE/ZIP CODE: Miami FL 33186

TELEPHONE NO.: 305-226-2665 **FAX NO.:** 305-253-4420

E-MAIL: Jorge@Cool-BreezeAC.com

By signing this document the Respondent agrees to the Terms & Conditions of this Solicitation and the resulting Contract

AUTHORIZED SIGNATURE _____ **Date** 7-14-14

PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT Frank Crawly

TITLE OF OFFICER President

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF RESPONDENT TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE RESPONDENT TO THE TERMS OF ITS OFFER

Date: 7/16/2014
Time: 10:57 AM

Solicitation Tabulation Sheet

Solicitation Title: Police Department (2) Chiller and Controls
Solicitation No.: 42-13-14 IFB
Opening Date: Tuesday, July 15, 2014

Prepared By: _____ (Signature)
Reviewed By: Linda Julien (Signature)

Respondent:	Cool Breeze A/C		Edd Helm Air Conditioning, Inc.		Supa Air and Heat, Inc.	
Address:	13120 SW 130th Terr Miami, FL 33186		17850 NE 5th Avenue Miami, FL 33162		2840 Stirling Road, Suite D Hollywood, FL 33020	
Contact Person:	Jorge Benitez		Scott Doria		Gregg Williams	
Phone/Cell:	786-493-1083		305-439-1009		954-929-0619	
Email Address:	jorge@cool-breezeac.com		sdoria@eddhelms.com		suppaair@hotmail.com	
Attended Pre-Solicitation Meeting (May 27th)	x			x	x	
State of Florida Active Status Report	x		x		x	
Professional Licenses/Certifications	x		x		x	
A-1 W-9 Request	x		x		x	
A-1 Public Entity Crimes	x		xxx		x	
A-2 Non-Collusive Certificate	x		x			x
A-3 Drug Free Policy		x		x		x
A-5 Acknowledgement of Addenda	x		x		x	
A-6 Bidder's Disclosure of Subcontractors & Suppliers	x		x			x
A-7 Insurance Requirements	x		x		x	
Respondent Status:	Responsive		Non-Responsive (1)		Non-Responsive (2)	
1) - Complete Replacement of (2) Chiller	$ 162,580.00	$ 162,580.00	$ 161,710.00	$ 161,710.00	$ 235,770.00	$ 235,770.00
2) - Replacement/Reprogramming of Controllers	$ 56,873.00	$ 56,873.00	$ 47,709.00	$ 47,709.00	$ 47,890.00	$ 47,890.00
Proposal Total:	$	219,453.00		$ 209,419.00		$ 283,660.00
Evaluation Total:	$	219,453.00	$	209,419.00	$	283,660.00
Time for Completion of project:		10 Days				90 Days

(1) Vendor deemed non-responsive for not attending Pre-Solicitation conference
(2) Vendor deemed non-responsive due to incomplete A-2 Non-Collusive Certificate form

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INVITATION FOR BID

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT

IFB NO. 42-13-14

PRE-SOLICITATION CONFERENCE
TUESDAY, MAY 27, 2014 AT 10:00 A.M. **(MANDATORY)**

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
TUESDAY, JUNE 3, 2014 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME
TUESDAY, JUNE 17, 2014 AT 3:00 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 42-13-14**

Contact Person: Patrick Dulcio, Purchasing Agent
Email: pdulcio@northmiamifl.gov I Phone: (305) 895-9886 I Fax: (305) 895-1015

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Bids from qualified and experienced Contractors to provide all the necessary labor and materials for the removal and installation of two (2) existing 90 ton air cool chillers.

Please submit one (1) original Bid, five (5) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and read. Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bids to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

"IMPORTANT, SOLICITATION ENCLOSED"

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB No. 42-13-14

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Tuesday, May 13, 2014	
Mandatory Pre-Solicitation Conference:	Tuesday, May 27, 2014	10:00am
Last Date for Receipt of Written Questions:	Tuesday, June 03, 2014	12:00pm
Opening of Solicitation:	Tuesday June 17, 2014	3:00pm
City Council Contract Approval Date:		

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of $25.00 from the Purchasing Department.

PRE-SOLICITATION CONFERENCE (MANDATORY)

A mandatory Pre-Solicitation conference will be held on the date and time specified in the Solicitation Timetable section at North Miami Police Department 700 N.E. 124th Street North Miami, FL 33161 at the 2nd Floor Conference to discuss the special conditions and specifications included within this Solicitation. Respondents are requested to bring this Solicitation document to the conference, as additional copies will not be available.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
Marc-Anthony Tulloch,
Purchasing Manager

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Table of Contents
Section / Title

Section 1.0 Instructions to Respondents / General Terms and Conditions...4
Section 2.0 Special Conditions.....11
Section 3.0 Scope of Services / Technical Specifications 21
Section 4.0 Bid Submittal.....24
COVER PAGE & CONTACT PERSON INFORMATION 25
PRICE BID FORM.....26
MINIMUM REQUIREMENTS CHECKLIST.....27
RESPONSE SUBMITTAL CHECKLIST 28
BID SUBMITTAL FORM 29

All of our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1	Public Entity Crimes Affidavit
A-2	Non-Collusive Certificate
A-5	Acknowledgement of Addenda
A-6	Proposer's Disclosure of Subcontractors and Suppliers
A-7	Insurance Requirements
A-9	Bid Bond
A-10	Performance and Payment Bond
A-14	References

Attachment can be found on the City's website accompanying this Solicitation at:

www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

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SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

c) "Contractor" means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

d) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.

e) "Bidder" or "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.

f) "Project" is the total sum of all Work and Services (as defined herein) to be performed under Contract.

g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.

h) "Solicitation" means this Invitation for Bids (IFB) document, and all associated addenda and attachments.

i) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.

j) "Work" or "Services" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a Subcontractor, including the construction services required for the Project solicited, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill their obligations to the City.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Response package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in

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such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Director of Procurement may temporarily or permanently suspend Contractors from doing business with the city whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this IFB and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

1.12 PROTEST

If a potential Respondent protests any provisions of the Solicitation documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Bids. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to

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one percent (1%) of the amount of the Bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Respondent's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Bid is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Bid contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

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1.21 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS

The selection committee members will independently score the Bids on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Bids, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Bid. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF RESPONSE FOR RESPONSIVENESS

Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this IFB to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Bids.

1.24 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE RESPONSES

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

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1.28 CONE OF SILENCE

This Solicitation is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each IFB, IFB and IFB after the advertisement of said IFB, IFB or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular IFB, IFB or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-solicitation conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable IFB, IFB, or Bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Response a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Response non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City **(See "Form A-6").**

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this IFB.

1.31 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL RESPONDENTS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Proposal or Response submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid or Proposal or Response submission, that is appropriate for the goods, services or construction to be purchased; or

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b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 COMMUNITY BENEFITS PLAN

The Contractor will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

1.36 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.37 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.38 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.39 LATE SUBMISSIONS

The City will not accept Bids received after opening time and encourages early submittal.

1.40 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the cost proposed may NOT be read aloud. However, properly received Responses will be announced at the Bid Opening. Responses will be opened in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.41 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.42 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully

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disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.43 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.44 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.45 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

END OF SECTION

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to solicit Bids from qualified Contractors to provide Services requested throughout this Solicitation. This Solicitation provides for the submission of documents and forms intended to verify that the Respondent meets or exceeds the minimum criteria set forth elsewhere in this Solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a firm maybe selected.

2.2 PRE-BID CONFERENCE

A mandatory Pre-Solicitation conference will be held on the date and time specified in the Solicitation Timetable section at North Miami Police Department 700 N.E. 124th Street North Miami, FL 33161 at the 2nd Floor Conference to discuss the special conditions and specifications included within this Solicitation. Respondents are requested to bring this Solicitation document to the conference, as additional copies will not be available.

2.3 TERM OF CONTRACT: UPON COMPLETION

Services shall commence upon the issuance of a Notice to Proceed (NTP) letter and shall remain in effect until such time as the Project acquired in conjunction with this Solicitation, has been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

The Contractor shall provide a Work schedule indicating time for completion from receipt of the NTP. The Work schedule will be reviewed, and if accepted by the City it will be included as the term of Contract. Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City in writing. Failure to do so will subject Contractor to Liquidated Damages pursuant to Section 2.9 below.

2.4 OPTION TO RENEW

Intentionally Omitted

2.5 METHOD OF AWARD

Award of this Solicitation may be made to the lowest responsive, responsible Respondent whose Bid, qualifications and references demonstrates to be the most advantageous to the City. Low Bid will be determined by response given on the Price Solicitation Form or awards may be issued based on the lowest Bid per Service and/or Product. City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to make the award in a manner deemed in the best interest of City.

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

2.6 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, or its Sub-Contractor(s) have sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.6.1 Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.6.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following:

- **Copy of Florida Class A Mechanical License**

2.6.3 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.7 INDEMNIFICATION AND INSURANCE

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.7.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

2.7.2 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **$1 Million**, covering any auto including non-owned, hired or leased

2.7.3 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

2.8 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME

It is mutually agreed that time shall be an essential part of this Bid, and that in case of the failure on the part of the Contractor to achieve completion of Work within the time specified and agreed upon in the Contract, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be four hundred dollars ($400.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the agreement, or if no money is due, the Contractor agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of four hundred dollars ($400.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement.

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

2.9 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

Intentionally Omitted

2.10 PERFORMANCE & PAYMENT BOND

Intentionally Omitted

2.11 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Bids and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Contractor under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Contractor.

2.12 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.12.1 CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

2.12.2 CITY INFORMATION:

- City Purchase Order Number

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2.12.3 PRICING INFORMATION:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.12.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.12.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.12.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

2.13 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding, and any other laws that would apply to operating a similar type of business.

2.14 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

2.15 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the Project manager.

2.16 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Respondent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Contractor are found to be defective or do not conform to specifications:

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2.16.1 The materials may be returned to the Contractor at the Contractor's expense and the Contract cancelled or

2.16.2 The City may require the Contractor to replace the materials at the Contractor's expense.

2.16.3 Review Attachment C Buy American Requirement for further details.

2.17 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.17.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Contractor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Contractor does not constitute a waiver of these warranty provisions.

2.17.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may;

(a) Place the Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.

2.18 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City with 45 calendar days to correct deficiencies. The Contractor shall promptly correct these deficiencies, without cost to the City, within forty five (45) calendar days after the City notifies the Contractor of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.19 INSPECTION BY THE CITY

The Contractor is required to conduct on-site inspections at times which are mutually convenient to the Contractor and the City's officials, and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes and general construction techniques. The Contractor shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

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The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent's offer.

2.20 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Contractor expense, to the Contractor. At the City's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.21 NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the Work has been received by the Contractor from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

2.22 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Contractor shall state in its offer the number of calendar days from the date of the NTP in which it will guarantee to complete the Work, repair, and/or service. A written instruction from an authorized City representative shall constitute sufficient notice to the Contractor to commence Work. Time for completion may be considered a factor in determining the Contractor to whom award will be made, if so stipulated in provision entitled "Method of Award".

All Work shall be performed in accordance with good commercial practice. The Work schedule and completion dates shall be adhered to by the Contractor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the City of the delays in advance of the original completion date so that a revised completion schedule can be appropriately considered by the City

Should the Contractor(s) to whom the Contract(s) is awarded fail to complete the Work within the number of days as stated in its offer, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the Contractor and to secure the Services of another Respondent to complete the Work. If the City exercises this authority, the City shall be responsible for reimbursing the Contractor for Work which was completed and found acceptable to the City in accordance with the Contract specifications. The City may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Contractor. If the incumbent Contractor fails to honor this invoice or credit memo, the City may terminate the Contract for default.

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2.23 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

Intentionally Omitted

2.24 WORK ACCEPTANCE

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

2.25 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

The Contractor shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Contractor by the City's project administrator, who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected Work. If the Contractor fails to correct the Work within the period specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the Work within the period specified in the notice, the City shall place the Contractor in default.

2.27 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Bid the Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.28 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

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2.29 MODIFICATION TO PROJECT DESIGNS

Intentionally Omitted

2.30 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.31 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors that will be used in the performance of the proposed Contract, their capabilities and experience, and the portion of the Work to be done by the Subcontractor. The competency of the Sub-contractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Respondent fails to identify any and all Subcontractor in the Bid, the Respondent may be allowed to submit this documentation to the City during the Bid evaluation period if such action is in the best interest of the City.

2.32 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

2.33 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative.

2.34 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Agent, Patrick Dulcio via email at pdulcio@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Bid Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID**

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DEADLINE. Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The City has issued this Solicitation to secure a qualified, licensed and insured Contractor to supply labor and materials to replace two (2) existing 90 Ton air cool chillers (Trane M # CGAM090F2). It is the intent of this Solicitation that all Work shall result in compliance with the specifications documents and all regulatory requirements applicable to such service.

Contractor to supply labor and materials to replace two (2) existing 90 Ton air cool chillers (Trane M # CGAM090F2);

- **Schedule building shut down and removal of chillers in advance**
- Shut down Chillers, recover refrigerant, and disconnect electric and chilled water piping.
- Supply crane to remove and install new chillers.
- **Remove existing two (2) York 90 ton chillers, haul away and properly dispose of, offsite. Also any debris/materials removed shall also be hauled away and properly disposed of offsite.**
- Supply and Install (2) new 90 Ton Air Cool Chiller. (Trane M # CGAM090F2)
- **New chillers' coils shall be manufacture coated**
- Recharge System
- Set new Chiller on existing slab with New vibration isolation pads.
- Secure Chiller to concrete slab as per Florida Code
- Replace (4) existing chilled water valves, piping supports, temperature-pressure gauges, air vents, air bleeds and hose bids as needed.
- Reconnect Chilled Water lines to existing series piping with new steel pipe as needed.
- Install new Chilled Water line insulation with 2 inch thick ASJ foamglass pipe covering Insulation finished with Aluminum jacket 0.016 inch thick.
- Re use electrical conductors and conduit to connect to new chiller.
- Clean up and paint all new supports.
- All Work to be done during regular business hours.
- Complete startup and commissioning

3.2 CONTROLS

The Contractor shall furnish and install new Automated Logic Controls. The installation shall include;

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Chillers 1 and 2:

- Includes new programmed sequence of operations with lead and lag control on chillers
- Install controller near chillers in new enclosure
- Install 3 motorized control valves for chiller parallel operations
- Complete startup and commissioning

VAV'S (25 Total):

- Install new Automated Logic Controller with actuator
    - Reuse all existing VAV Boxes
    - Remove and discard of old VAV controller
    - Reuse existing communication trunk line
    - Reuse existing 24 VAC power for controller
- Install new thermostat on wall
- Complete startup and commissioning

AHU (1 Total);

- Install automated logic controller
    - Reuse all existing sensors
    - Remove and discard of old controller
    - Reuse existing VFD
    - Reuse existing communication trunk line
    - Reuse existing 24 VAC power controller
- Program new sequence of operations of Work with ALC controller
- System to run off all existing sensors off of static pressure sensor
- Complete startup and commissioning

BAS Front-End;

- Install Automated Logic Router (In IT room)
- Install Automated Logic WebCTRL 6.0 software system
- Includes all graphics and new sequences
- Includes all alarms
- Includes new wall mounted computer workstation with monitor and surge protector
- Remote Access (Optional)

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- NEMA 1 controls enclosure with transformer for ALC router

3.3 TRAINING

The Contractor shall provide a minimum of eight (8) hours of systems training.

3.4 SITE

Bidder must familiarize themselves with the existing site conditions.

3.5 CHILLER SHUT DOWN / STARTUP

At no time during the removal and installation of the chillers shall both units be shut down at the same time. In the event that the shutdown of both units is unavoidable the Contractor shall provide portable A/C units to maintain air-conditioning throughout the building at no additional cost to the City.

3.6 PROJECT COORDINATION

Upon Issuance of a NTP the Contractor will conduct Project coordination meetings every two weeks, or as agreed to by the City, through the duration of the Project. The Contractor will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

3.7 COMMUNITY BENEFIT PLAN

The Respondent will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

END OF SECTION

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

Section 4.0
Bid Submittal

DELIVER TO:

City of North Miami
Purchasing Department
776 N.E. 125th Street
North Miami, FL 33161-5654

DUE DATE:

Bid Due
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Department at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or Services described in the accompanying Bid Submittal Requirement.

Police Department (2) Chiller and Controls Replacement
IFB No. 42-13-14

User Department: Police Date Issued: _____

This Bid Submittal Consists of Pages: 23 through 29

N/A Bid Bond of the total amount of the Bid shall accompany all Bids

N/A A Performance Bond of the total amount of the Bid will be required upon execution of the Contract by the awarded Respondent(s) and City of North Miami

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Procurement Agent:
Patrick R. Dulcio
Commodity Code(s):

Firm Name: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGES HEREIN OF SECTION 4.0 BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE. IF APPLICABLE, FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE FOR THIS SOLOICITATION SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

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NORTH MIAMI
FLORIDA

COVER PAGE & CONTACT PERSON INFORMATION

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

Include this sheet as the very first page of your response. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): _____

Doing Business As (DBA) *If applicable*: _____

Federal Employee Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

PRICE BID FORM

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

Item	Description	Cost
1	Complete Replacement of (2) Chiller	$
2	Replacement / Reprogramming of Controllers	$
Make/Model of Controller:_____		
	Grand Total (Lines 1 – 2):	**$**
	Time for completion of project:	**/ Days**

- The price listed in the Solicitation Price Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery and installation of the Project as requested by the City.

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all the requirements.

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

MINIMUM REQUIREMENTS CHECKLIST

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** ☐
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of the following: a) **Copy of Florida Class A Mechanical License**	**Attach Copy of Active License(s)** ☐
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

RESPONSE SUBMITTAL CHECKLIST

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

This checklist is provided for Respondent's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Response received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

No.	City Contract Forms	Checklist
1.)	A-1 Public Entity Crimes Affidavit	☐
2.)	A-2 Non- Collusive Proposal Certificate	☐
3.)	A-3 Local Preference Affidavit *(optional)*	☐
4.)	A-5 Acknowledgement of Addenda *(if applicable)*	☐
5.)	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	☐
6.)	A-7 Insurance Requirements	☐

All of the City's Forms can be found on our website at: http://www.northmiamifl.gov/business/purchasing/forms.asp. These forms are fill –in forms. Please ensure to include all applicable forms with your Bid documents signed and notarized as required. Emailed forms will NOT be accepted.

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

BID SUBMITTAL FORM

POLICE DEPARTMENT (2) CHILLER AND CONTROLS REPLACEMENT
IFB NO. 42-13-14

FEIN NO. : ____/____-____ / ____ / ____ / ____ / ____ / ____ / ____
(Respondent Federal Employer Identification Number) If none, Respondent Social Security Number

☐ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this Solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming Respondent meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Local Preference.**

OR

☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming Respondent meets the requirements for Workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Workforce Local Preference.**

OR

☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms that subcontract at least ten percent (10%) of the contractual amount of a City project to Sub-Contractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check here only if affirming Respondent meets the requirements for Sub-Contractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Respondent ineligible for Sub-Contractor Local Preference.**

All referenced forms can be found on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

The undersigned Respondent certifies that its Bid is submitted in accordance with the Solicitation specifications and conditions governing this Solicitation, and that the Respondent will accept any award(s) made to him as a result of this Solicitation.

FIRM NAME: _____

DBA *(if any)*: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

E-MAIL: _____

By signing this document the Respondent agrees to all Terms & Conditions of this Solicitation and the resulting Contract.

AUTHORIZED SIGNATURE _____ **Date** _____
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF RESPONDENT TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE RESPONDENT TO THE TERMS OF ITS OFFER

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

NORTH MIAMI
FLORIDA

ADDENDUM TO SOLICITATION DOCUMENTS

Posted Date: **June 11, 2014** Addendum No. **01**

Solicitation Title: **Police Department (2) Chiller and Controls Replacement**

Solicitation No.: **42-13-14 IFB** Opening Date: **Tuesday, June17, 2014 at 3:00PM**

To All Respondents:

It is the Respondents' responsibility to assure receipt of all addenda, clarifications and inquiries regarding this Solicitation. The Respondent should verify with the designated Purchasing Agent prior to submitting a response, that all, if any, have been received. Respondents are required to acknowledge the number of addenda received as part of their response by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).

This addendum is issued to modify the previously issued Solicitation documents and/or given for informational purposes, and is hereby made a part of the Solicitation documents.

NOTIFICATION OF BID CANCELLATION

By way of this Addendum, the above referenced solicitation has been cancelled.

The City will re-solicit this project in the near future.

*****All other items remain the same*****
End of Addendum

DocuSign Envelope ID: 9E111B03-641D-40E3-A6E0-554CF3ACC62B

NORTH MIAMI
FLORIDA

ADDENDUM TO SOLICITATION DOCUMENTS

Posted Date: **July 7, 2014** Addendum No. **02**

Solicitation Title: **Police Department (2) Chiller and Controls Replacement**

Solicitation No.: **42-13-14 IFB** Opening Date: **Tuesday, July 15, 2014 at 3:00PM**

To All Respondents:

It is the Respondents' responsibility to assure receipt of all addenda, clarifications and inquiries regarding this Solicitation. The Respondent should verify with the designated Purchasing Agent prior to submitting a response, that all, if any, have been received. Respondents are required to acknowledge the number of addenda received as part of their response by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).

This addendum is issued to modify the previously issued Solicitation documents and/or given for informational purposes, and is hereby made a part of the Solicitation documents.

NOTIFICATION OF BID ACTIVETION

By way of this Addendum, the above referenced solicitation has been re-activated. This Solicitation will open on Tuesday, July 15th, 2014 at 3:00PM.

Q1: Will the Contractor be required to re-insulate the chillers to the building?

A1: Re-insulate all existing and new piping with 2½ inch thick outdoor insulation with protective metal jacket. From new chillers to building piping penetration, includes all valves, pumps and air tank. Replace all existing chilled water valves. If the building must be shut down for any reason it must be done on a Saturday for the two main valves.

*****All other items remain the same*****
End of Addendum

Date: 7/16/2014
Time: 10:57 AM

Solicitation Tabulation Sheet

Solicitation Title: Police Department (2) Chiller and Controls
Solicitation No.: 42-13-14 IFB
Opening Date: Tuesday, July 15, 2014

Prepared By: _____ (Signature)
Reviewed By: Linda Julien (Signature)

Respondent:	Cool Breeze A/C		Edd Helm Air Conditioning, Inc.		Supa Air and Heat, Inc.	
Address:	13120 SW 130th Terr Miami, FL 33186		17850 NE 5th Avenue Miami, FL 33162		2840 Stirling Road, Suite D Hollywood, FL 33020	
Contact Person:	Jorge Benitez		Scott Doria		Gregg Williams	
Phone/Cell:	786-493-1083		305-439-1009		954-929-0619	
Email Address:	jorge@cool-breezeac.com		sdoria@eddhelms.com		suppaair@hotmail.com	
Attended Pre-Solicitation Meeting (May 27th)	x			x	x	
State of Florida Active Status Report	x		x		x	
Professional Licence/C-[illegible]	x		x		x	
A-1 References	x		x		x	
A-1 Public Entity Crimes	x		xxx		x	
A-2 Non-Collusive Certificate	x		x			x
A-3 Local Preference		x		x		x
A-4 Acknowledgement of Addenda	x		x		x	
A-6 Bidder's Disclosure of Subcontractors & Suppliers	x		x			x
A-7 Insurance Requirements	x		x		x	
Respondent Status:	Responsive		Non-Responsive (1)		Non-Responsive (2)	

1) Complete Replacement of (2) Chiller	1	LS	$ 162,580.00	$ 162,580.00	$ 161,710.00	$ 161,710.00	$ 235,770.00	$ 235,770.00
2) Replacement/Reprogramming of Controllers	1	LS	$ 56,873.00	$ 56,873.00	$ 47,709.00	$ 47,709.00	$ 47,890.00	$ 47,890.00
Proposal Total:			$	219,453.00		$ 209,419.00		$ 283,660.00
Evaluation Total:			$	219,453.00	$	209,419.00	$	283,660.00
Time for Completion of project:				10 Days				90 Days

(1) Vendor deemed non-responsive for not attending Pre-Solicitation conference
(2) Vendor deemed non-responsive due to incomplete A-2 Non-Collusive Certificate form