

**CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th STREET; BLDG. 5 SUITE 200
MIAMI GARDENS, FLORIDA**

ADDENDUM NO. 1

Date: July 12, 2010
To: All Potential Bidders
Subject: ITB#09-10-055 ANNUAL MAINTENANCE CONTRACT for HEATING
VENTILATION and AIR CONDITIONING SYSTEMS

Opening Date: July 15, 2009 @ 2:00 p.m.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein. Acknowledge receipt of the addendum in the space provided on the 'Bid Form'. Failure to do so may subject the Bidder to disqualification.

Questions asked at the Mandatory pre-bid meeting with City answers below

Q.1: Will the City provide a designated representative for each location?

A.1: The designated City representatives will be introduced to the selected company before maintenance begins.

Q.2: Who will provide the check sheet?

A.2: The City

Q.3: Does the HVAC contractor need to be a certified manufacturer's representative?

A.3: No, the City's building department does not require this.

Q.4: The specifications state the fans must be maintained however there isn't a line item for the monthly cost to maintain the fans – what does the City want?

A.4: The City is requesting each company to submit on the bid form a hourly rate to repair the fans if they need to be repaired. The City will request quotes for these services.

Revised Bid Form attached to this addendum – Revised Equipment List attached to this addendum

Contractors who attended the mandatory pre-bid meeting on July 7, 2010 are listed below:

Southern Comfort Solutions; Temptrol A/C; Weatherrol Maintenance; Master Mechanical Services; Premier A/C; United HVAC Services; Conwell & Associates

I apologize for any inconvenience this may cause in preparing your proposal.

Please note receipt of Addendum No. 1 on the Bid Form.

All else remains unchanged

Sincerely

Pam Thompson

Pam Thompson, CPPO, CPPB

BID SUBMITTAL – Revised

Deliver Proposal to:

**CITY OF MIAMI GARDENS
PURCHASING DEPARTMENT
1515 N W 167th Street; Bldg. 5 Suite 200
Mail to: Bldg. 5 Suite 200
Deliver to: Bldg. 7 suite 440
Miami Gardens, Florida 33169**

**BID #09-10-055
Title: Air Conditioning
Maintenance
Date: July 15, 2010**

(Vendor)

agrees to supply labor, equipment, supplies required for the ANNUAL HEATING VENTILATION and AIR CONDITIONING MAINTENANCE SERVICES as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the Air Conditioning services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation for air conditioning maintenance services performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the HEATING VENTILATION and AIR CONDITIONING MAINTENANCE SERVICES shall be included in this price.

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall provide Air Conditioning Maintenance etc. as specified herein. YES NO

Vendor shall provide the services as specified. YES NO

Vendor shall insure adequate personnel and equipment to provide specified levels of service. YES NO

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service. YES NO

Vendor shall warranty all workmanship and materials for one year upon final acceptance YES NO

#	Location	Unit	Cost per Unit/monthly	Total Annual Cost
1	Public Works	#2	\$	\$
		#3	\$	\$
2	Police Station	#1	\$	\$
		#2	\$	\$
		#3	\$	\$
		#4	\$	\$
		#5	\$	\$
		#6	\$	\$
		#7	\$	\$
		#8	\$	\$
		#9	\$	\$
		#10	\$	\$
		#11	\$	\$
3	City Hall	#1	\$	\$
		#2	\$	\$
4	Betty Ferguson Recreational Complex	#1	\$	\$
		#2	\$	\$
		#3	\$	\$
		#4	\$	\$
		#5	\$	\$
		#6	\$	\$
		#7	\$	\$
		#8	\$	\$
		#9	\$	\$
		#10	\$	\$
		#11	\$	\$
		#12	\$	\$
5	Data Center Betty Ferguson Recreational Complex	#1	\$	\$
6	Misc. Park Facilities			
	A J King Park	#1	\$	\$
	Brentwood Park	#1	\$	\$

	Location	Unit	Cost per Unit/monthly	Total Annual Cost	
	Buccaneer Park	#1 Condenser	\$	\$	
		#2 Handler	\$	\$	
	Cloverleaf Park	#1	\$	\$	
		#2	\$	\$	
	Bennett Lifter Park	#1	\$	\$	
	Scott Park	#1	\$	\$	
	Bunche Pool	Wall unit	\$	\$	
	Miami Carol City Park	Wall unit #1	\$	\$	
		Wall unit #2	\$	\$	
	Myrtle Grove Park	Wall unit #1	\$	\$	
		Wall unit #2	\$	\$	
		Wall unit #3	\$	\$	
	Myrtle Grove Pool	Wall unit	\$	\$	
	Norwood Park	Wall unit	\$	\$	
	Norwood Pool	Wall unit	\$	\$	
	Rolling Oaks Park	Wall unit #1	\$	\$	
		Wall unit #2	\$	\$	
		Wall unit #3	\$	\$	
		Wall unit #4	\$	\$	
	Scott Park Teen Bldg.	Wall unit	\$	\$	
	Vista Verde Park	Wall unit	\$	\$	
	TOTAL			\$	
11	Hourly Rate #1 – Regular time		\$	/hr	
12	Hourly Rate #2– Overtime		\$	/hr	
13	Hourly Rate – repair Fans		\$	/hr	
14	Repair parts (Fans) discount off retail price			% off retail	

Furnishing all labor, equipment, travel, materials to include any and all costs including removal/disposal; mobilization/demobilization; for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

Dated this _____ day of _____, _____
(Month) (Year)

Signature _____

Print _____

Phone: _____ Fax: _____

E-Mail: _____

The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that

the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

Authorized Signature(Manual)

Authorized Signature (Printed)

_____ Date

_____ Corporate Seal

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the City:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

E-Mail Address: _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

E-Mail Address: _____

Air Conditioning Model, Serial Numbers and locations

Location	Model	Serial Number/Model Number
Public Works 1050 NW 163 rd Drive #3 & #2	Carrier 208/230 volts 3 phase	#50TJ-012-V521
Police Dept. 1020 NW 163 rd Drive		
#1	20 ton	50TJ024
#2	18 ton	50TM-025-V611YA
#3	15 ton	50TJ016V670YA
#4 – NEW UNIT	15 ton	3708U27442
#5	10 ton	50YM-005-V601
#6	7.5 ton	50HJ-008-V6
#7	4 ton	50TFF012-V611
#8	5 ton	
#9 NEW UNIT	Split RTU	7658N340804729
#10 NEW UNIT	3 ton 208/230 v	JS5BD036KA
#11 –NEW UNIT – located Courtyard	4 Ton	7232W230906087
City Hall Server Room – 1515 NW 167 th Street, Suite 200		
#1	2.5 ton minisplit	LSN305HV
#2	Gibson 3 ton single phase	JSBD036KA
Betty T. Ferguson Recreational Complex – 3401 NW 196 th Lane complete list of units & fans attached		
RTU#1-#4	AAON	RN 025
RTU #5	AAON	RN 002
RTU #6 & RTU #8	AAON	RN 030
RTU #7	AAON	RN 040
RTU #9 & RTU #12	AAON	RN 050
RTU #10	AAON	RN 202
RTU #11	AAON	RN 010
Data Center - sheet attached	APC 2.4 MBH 230V/1/60	ACCD75214
Misc. Parks Facilities		
A J King Park- 4230 NW 178 th Street	Ruud 15 ton	
Brentwood Park – 19405 NW 32 nd Avenue	Carrier	
Location	Model	Serial Number/Model Number
Buccaneer Park – 3100 NW 207 th Street	5 ton Handler 4 ton Condenser unit	
Scott Park – 17710 NW 15 th Court	Ruud 10 ton	
Cloverleaf Park – 303 NW 191 st Street – 2 units	Rheem 5ton	
Bennett Lifter Park – 20710 NW 22 nd Avenue	Rheem 4 ton	
Parks Maintenance – 3000 NW 179 th Street	Bard 3 ton	P122481
Myrtle Grove Park – 3030 NW 179 th Street	Wall unit – 3 units	
Myrtle Grove Pool – 3030 NW 179 th Street	Wall unit	
Norwood Park -19401 NW 14 th Avenue	Wall unit -2 units	

Norwood Pool – 19401 NW 14 th Avenue	Wall unit	
Rolling Oaks Park -18701 NW 17 th Avenue	Wall unit – 4 units	
Bunche Pool – 15727 Bunche Pk Dr. E	Wall unit	
Scott Park teen bldg.- 17710 NW 15 th Court	Wall unit	
Vista Verde Park – 21001 NW 39 th Avenue	Wall unit	
Miami Carol City Park – 3201 NW 185 th Street	Wall unit – 2 units	
Misc Fans – various locations		



City of Miami Gardens INVITATION TO BID

The City of Miami Gardens is requesting sealed bids from licensed HVAC Company(s) for an annual contract for monthly maintenance and repairs of Heating Ventilation and Air Conditioning Systems at various city facilities.

BID SUBMISSION

Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday, July 15, 2010** at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

“ITB#09-10-055 - ANNUAL MAINTENANCE CONTRACT for HEATING VENTILATION and AIR CONDITIONING SYSTEMS”

A \$2,500.00 Cashier Check as a bid bond is a requirement of this Invitation to Bid.

A Mandatory Pre-Bid Conference and site inspection will be held on **Wednesday July 7, 2010 at 9:00 a.m.** at the Public Works Department, 1050 NW 163rd Drive, Miami Gardens, Florida. Only Bidders attending the pre-bid conference will be allowed to submit a proposal. Bidders will be required to sign a Hold Harmless Form prior to site inspections

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #0910055 or may be found on the City's web site at www.miamigardens-fl.gov under current RFP & Bids. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, evaluation meetings, award will be posted and disseminated by DemandStar.

FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000. Deadline for submittal of questions is **July 9, 2010 @ 3:00 p.m.**

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction.

Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

**ANNUAL MAINTENANCE CONTRACT for HEATING VENTILATION and AIR
CONDITIONING SYSTEMS**

ITB#09-10-055

July 15, 2010

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Specification Response must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 622-8001.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

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

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

1.15 INDEMNIFICATION:

The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.

- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover

against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City

departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

1.37 PUBLIC ENTITY CRIMES:

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.38 CODE OF ETHICS:

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Manager presents the recommendation of award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal 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 employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 UNBALANCED BIDS:

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected.

1.44 LOCAL PREFERENCE:

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.45 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:

In accordance with the City of Miami Gardens Code of Ordinance 2008-20-156 regarding preference to businesses that make monetary contributions to local

public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.46 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.47 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**ANNUAL MAINTENANCE CONTRACT for HEATING VENTILATION and AIR
CONDITIONING SYSTEMS**

**ITB#09-10-055
July 15, 2010**

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a term contract, by means of sealed bids, with licensed HVAC contractors for preventative monthly maintenance and on call repair type maintenance for the entire air conditioning systems for various city facilities inclusive of exhaust and supply fans associated with the facility. This maintenance contract shall include all mechanical and electronic controls, mechanical equipment, etc., including but not limited to VAV controls both indoors and outdoors, required dampers, supply and exhaust fans, housings, motors and motor starters, associated electrical wiring, materials, parts, devices and repairs or replacements that may be required to make the entirety of the systems 100% operational and Code compliant. This also includes furnishing all labor, equipment, materials and expertise as specified herein, from a source(s) that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

It is requested that the bidder(s) quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of two (2) years. The City reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of three (3) years. Contract renewal shall be the City's prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract.

No price increase will be accepted during the initial 2-year contract period. Renewal terms allow for a request for an increase at the time of renewal based on bidder's cost increase not to exceed three percent (3%). A written notice sent to the City for approval of any increase prior to renewal accompanied by bidder's documentation to substantiate need for price increase. No more than one price increase will be accepted during the renewal period. City must be notified in writing not later than June 30, 2013, of any price increases that may incur for the first renewal period.

The bidder may make application for price adjustment to the renewal contract if the Consumer Price Index; U.S. Bureau of Labor Statistics; All Urban Consumers; U.S. City Average; that occurred between the newest C.P.I. index publication available at time of request increases 3% or more during this period of the contract.

If during the contract period, the total C.P.I. decreases 3% or more, the bidder is required to extend to the City a price decrease equal in percentage to the percentage of the index.

In the event the Contractor is unable to extend the contract for any subsequent period under the above conditions, or for whatever cause, advance written notice and explanation must be submitted to the Procurement Manager, no later than

ninety (90) days prior to the annual expiration date. Such notification is subject to the acceptance of the City, or the Contractor may be found to be in default.

The City may, after review, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving (30) days notice to the Contractor.

2.3 CONDITIONS FOR RENEWAL:

Each renewal of this contract is subject to the following:

- a) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- b) Availability of funds

2.4 NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

2.5 METHOD OF AWARD:

Award of this contract may be made to the lowest responsive, responsible bidder whose bid will be most advantageous to the City of Miami Gardens.

Successful bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City reserves the right to delete the A/C wall units identified in the Equipment Schedule from the monthly maintenance schedule.

2.6 PAYMENT:

The successful bidder will be required to notify the City's Authorized Representative by completing and faxing a complete check list (provided by the City) immediately upon completion of the work by the Friday of that week. **Payment will be based on receipt of individually, completed, check lists and upon inspection of the work performed by the City's Authorized Representative.**

Invoices for payment will be submitted on a monthly basis during the life of this contract. Invoices will be subject to verification and approval by the City's Authorized Representative.

2.6A PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form

2.7 RESPONSE TIME for REPAIR/SERVICE CALLS:

A (2-4) hour response time is required. **2-4 hour response is defined as the following: from the time the call is placed with the contractor, until the contractor is on-site to assist with the issue at hand. Not to exceed 4 hours**

from the time the call is placed. Failure to respond to a service call within the specified time, will result in the contractor paying any and all costs associated with the repairs performed by a secondary contractor.

HOURLY RATES:

Hourly rates are required for repairs that are **not** covered under the monthly services as specified herein. For purposes of this contract hourly rates are defined as follows:

- **Hourly Rate #1:** is defined as straight time repairs, i.e. 7:30 a.m. – 5:00 p.m. Monday – Friday (rate shall include labor and travel)
- **Hourly Rate #2:** is defined as overtime or holiday time repairs, i.e. before 7:30 a.m. or after 5:00 p.m. or weekends or holidays (rate shall include labor and travel).

If Contractor receives a call for repairs Monday-Friday before 1:00 p.m. and fails to respond within the 2-4 hour from receiving the call, then Contractor shall invoice at Hourly Rate #1

2.8 FAILURE TO PERFORM:

If, in the opinion of the City's representative, the Contractor refuses to begin work, improperly perform said work, or shall neglect or refuse 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 this 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 this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit this contract.

The City may thereupon look to the next lowest and responsive and responsible contractor to complete the work or advertise for bids and let a contract for the uncompleted contract in the same manner as was followed in the letting of this Contract and charge the cost thereof to the original Contractor upon his contract. **Any excess cost arising therefrom over and above the original contract price shall be charged to the Contractor.**

2.9 ADDITIONS/DELETIONS OF UNITS:

Although this Solicitation identifies specific locations/units to be serviced, it is hereby agreed and understood that any property may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required the successful proposer(s) under this contract shall be invited to submit price quotes for these new locations/units. These quotes are comparable with prices offered similar services, the award(s) may be made to the lowest responsible proposer(s) meeting specifications in the best interest of the City and a separate purchase order shall be issued by the City.

2.10 MANDATORY PRE-BID CONFERENCE /SITE INSPECTION:

A Mandatory Pre-Bid Conference/site inspection will be held on Wednesday, July 7, 2010, at 9:00 a.m.. E.S.T. at Public Works Department, City of Miami Gardens, 1020 NW 163rd Drive, Miami Gardens, Florida 33169. Site inspections will be held at this time. Only Bidders attending the pre-bid conference will be allowed to submit a proposal. Bidders will be required to sign a Hold Harmless Form prior to site inspections. At that conference/inspection all work will be discussed and

all questions answered. You may submit questions in writing to be received no later than **3:00 p.m. July 9, 2010**, to: Pam Thompson, CPPO CPPB Procurement Manager, City of Miami Gardens, 1515 NW 167th Street, Suite 200, Miami Gardens, Florida 33169. Facsimile: (305) 474-1285 or e-mail: pthompson@miamigardens-fl.gov.

Bidders are required to be familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is also required to examine carefully the specifications and all units at site locations and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

Submission of a proposal will be construed that the bidder is acquainted sufficiently with the site(s) and work to be performed.

2.11 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- 2.10.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- 2.10.2 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.10.3 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder 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 Miami Gardens as additional insured on general and automobile liability insurance.

The successful bidder shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the bidder may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.12 CONTACT PERSON:

For any additional information regarding the specifications and requirement of this proposal, contact: Pam Thompson, fax: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

2.12 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 622-8001. The bid title/number shall be referenced on all correspondence. All questions must be received no later **July 9, 2010 3:00 p.m.** All responses to questions/clarifications will be sent to all prospective bidders in the form of an

addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.13 PROPOSAL BOND:

All proposals must be accompanied by a Cashier's Check in the amount of \$2,500.00, made payable to the City of Miami Gardens, as a guarantee that the bidder, if awarded the contract, will within ten (10) consecutive calendar days after being notified of the award, enter into a contract with the City of Miami Gardens in accordance with the specifications requirements. The Cashier's Check, of all unsuccessful bidders will be returned after proposal award.

2.14 LIQUIDATED DAMAGES: (not used)

2.15 WARRANTY:

The successful bidder will be required to warranty all work performed. All equipment supplied shall be warranted. Warranties shall accompany any parts installed, contractor's one-year warranty, plus the manufacturer's warranty.

2.16 REFERENCES/CONTRACT EXPERIENCE:

Each bid submittal must be accompanied by a list of five (5) references, of monthly maintenance service for similar systems/units, and a list of five (5) similar contract experiences, which shall include contact person, telephone number, facsimile number and e-mail address. It is the responsibility of the bidder to ascertain that the contact person will be responsive.

2.17 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.18 BID SUBMITTAL:

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 bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Procurement Department.

2.19 BIDDER QUALIFICATIONS:

In order for bid submittals to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; possess the required licenses; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work. **Bidders must submit with Bid Form proof that bidder is an authorized Factory and Service representative for the City's current inventory of HVAC manufactured systems. I.e. Rheem, Carrier, Ruud, AAO, Gibson etc.**

2.20 SUB-CONTRACTORS QUALIFICATIONS:

As part of its Bid Proposal, the Bidder 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 Subcontractor(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 bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may NOT, at a later date, use a sub-contractor to perform any of the required work.

Bidder must furnish on its Bid Proposal the Electrical and Plumbing Contractor that Bidder may use to perform any electrical and plumbing repairs if and/or needed.

2.21 LATE PROPOSALS:

The City of Miami Gardens cannot accept bid submittals received after opening time and encourages early submittal.

2.22 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.23 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND THREE COPIES of the Invitation to Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.24 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

**ANNUAL MAINTENANCE CONTRACT for HEATING VENTILATION and AIR
CONDITIONING SYSTEMS
ITB#09-10-055
July 15, 2010**

3.0 PERFORMANCE SPECIFICATIONS

3.1 PURPOSE:

The purpose of this bid is to establish a term contract, by means of sealed bids, with licensed HVAC contractors for preventative monthly maintenance and on call repair type maintenance for the entire air conditioning systems for various city facilities inclusive of exhaust and supply fans associated with the facility. This maintenance contract shall include all mechanical and electronic controls, mechanical equipment, etc., including but not limited to VAV controls both indoors and outdoors, required dampers, supply and exhaust fans, housings, motors and motor starters, associated electrical wiring, materials, parts, devices and repairs or replacements that may be required to make the entirety of the systems 100% operational and Code compliant. This also includes furnishing all labor, equipment, materials and expertise as specified herein, from a source(s) that will give prompt and efficient service.

3.2 LOCATIONS:

- 3.2.1 Police Department: 1020 NW 163rd Drive, Miami Gardens - 24 hours – Monday-Sunday
- 3.2.2 Public Works Department: 1050 NW 163rd Drive, Miami Gardens – 7:00 a.m. – 4:30 p.m. Monday-Friday
- 3.2.3 City Hall: 1515 NW 167th Street, Suite 200 Building 5, Miami Gardens – 7:00 a.m.- 5:00 p.m. Monday-Friday
- 3.2.4 Betty Ferguson Recreation Complex: 3000 NW 199th Street, Miami Gardens – 7:00 a.m.- 5:00 p.m. Monday-Sunday
- 3.2.5 Misc. Parks – locations listed within – 7:00 a.m.-5:00 p.m. Monday-Friday

3.3 GENERAL LOCATION OF WORK:

- 3.3.1 If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Miami Gardens prior to the final acceptance of the work. Such property shall include but not be limited to: walls, windows, flooring, roof, ceilings, carpet, driveways, footings, underground utilities, etc.
- 3.3.2 Contractor shall notify the City's Representative in writing of the site having pre-existing damage to roofs, walls, ceilings, adjacent improvements, etc., before beginning any work. Failure to do so shall obligate the contractor to make repairs per section 3.3.1

3.4 PROTECTION:

- 3.4.1 Contractor must provide protection necessary to prevent damage to property being maintained.
- 3.4.2 Restore any damage to property to its original condition, at contractor's expense, as acceptable to the City of Miami Gardens.

- 3.4.3 Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident.
- 3.4.4 All work must be performed following EPA requirements and OSHA safety standards and regulations.

3.5 EMPLOYEES:

- 3.5.1 Contractor shall provide licensed and insured technicians to perform all maintenance and repairs.
- 3.5.2 Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.
- 3.5.3 All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of the City of Miami Gardens. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.
- 3.5.4 Contractor shall assign an "On Duty" supervisor who speaks and reads English.
- 3.5.5 Contractor shall have its employees refrain from smoking in municipal buildings.

3.6 STORAGE OF MATERIALS:

- 3.6.1 The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.

3.7 SECURITY:

- 3.7.1 Sign-in sheets will be located at each facility. Contractor MUST sign-in and out on each visit. Maintenance Checklist(s) must be completed for each facility, each trip and filled out and sent via facsimile to City's Representative properly in order to ensure timely payment.

3.8 QUALITY CONTROL:

- 3.8.1 Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's basic quality control program shall be **submitted with Bid Form.** The program shall include but not limited to:
 - An inspection system covering all the services stated in this document
 - A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable
 - A file of all inspections conducted by the Contractor and the corrective action to be taken. This document shall be made available to the City during the term of contract.
- 3.8.1 The City of Miami Gardens will monitor the Contractor's performance under this contract using the quality assurance procedures submitted.
- 3.8.2 The City's Representative(s) shall determine the quality or acceptability of materials used, work performed, the manner of performance and progress being made in meeting the specifications.

3.9 SCOPE OF SERVICES – Monthly Service:

3.9.1 This contract shall include parts, labor and equipment necessary to maintain the equipment specified herein, in full operating condition as per the equipment manufacturers' specifications and guidelines.

3.9.2 Visual inspections, Preventative Maintenance and repairs shall be performed the first week of every month for the life of the contract.

3.9.3 Inspections, preventative maintenance and repairs shall include, but not limited to the following for all RTU's, Condensing Units, Fans and fan motors of all types and locations:

- Clean and/or replace filters at all locations. Filters must be polyester media or pleated, and of correct size and thickness, as required by manufacturer's specifications
- Grease and lubricate where required all motors, bearings and all other applicable items Adjust and correct all noisy and excess vibratory conditions at all equipment
- Check all controls for proper settings and cleanliness (i.e. thermostat, clocks, etc.) Adjust, replace and repair as required all defective parts and suboptimal operating units and devices.
- Check all refrigerant pressures and levels to be in the proper operating ranges, repair any leaks and recharge with appropriate refrigerant according to manufacturer's specifications
- Check all voltages to be in the proper operating ranges
- Check all electrical connections for corrosion and tightness and replace as needed all devices that are not working at the design and code required levels.
- Check for temperature drop across the coils
- Check belt tension and condition of belts for excessive wear and replace when needed
- Check for proper amperage draw on all compressors and motors
- Check for signs of refrigerant leaks repair lines as needed and recharge with appropriate refrigerant according to the manufacturer's specifications
- Clean all drain pans and condensate lines; add chlorine tablets or equivalent, when required to prevent algae buildup.
- Check conditions of evaporator and condenser coils for cleanliness and clean as required
- All units requiring oil, shall be changed per manufacturer's requirements
- Check for proper oil levels and refrigerant charge, etc.
- Check A/C system dampers/linkages both exhaust and supply side of all equipment and adjust and replace as required.
- Check damper activators to verify operation in the correct range
- Clean condensers and evaporator coils for optimal efficiency
- Inspect conditioned air flow system (ductwork) and check for leaks. Repair all conditions where loss of efficiency is present.
- Remove any/all debris from inside/outside units
- Where applicable, prior to winter, check operability of heat strips and adjust, repair or replace as required.

- 3.9.4 Monthly service shall include the costs for Any and All consumable parts required for maintenance including, but not limited to, return filters, belts, dryers, hoses, oil refrigerant, capacitors, relays, fuses, thermostats, and HEPPA filters where applicable. Compressors, condenser coils, evaporator coils and fan motors are not considered consumable parts and should NOT be included in monthly services. Replacement of these parts are the ONLY parts the City will consider additional charges.
- 3.9.5 Replacement parts, relating to preventative maintenance or repairs shall be new manufacture and or original manufacture or equal. Upon completion of service or repair, the unit shall operate at maximum efficiency.
- 3.9.6 If any repair requires the use of a crane, it will be at the expense of the Contractor and should not be included in the monthly costs herein.

Contractor shall verify the exact quantities, locations, manufacturers, serial numbers and/or model numbers of the Equipment covered in this Bid Document. The enumeration of equipment in the schedule below provides no guarantee to the bidder that it is complete and all inclusive.

Air Conditioning Model, Serial Numbers and locations

Location	Model	Serial Number/Model Number
Public Works 1050 NW 163 rd Drive #3 & #2	Carrier 208/230 volts 3 phase	#50TJ-012-V521
Police Dept. 1020 NW 163 rd Drive		
#1	20 ton	50TJ024
#2	18 ton	50TM-025-V611YA
#3	15 ton	50TJ016V670YA
#4 – NEW UNIT	15 ton	3708U27442
#5	10 ton	50YM-005-V601
#6	7.5 ton	50HJ-008-V6
#7	4 ton	50TFF012-V611
#8	5 ton	
#9 NEW UNIT	Split RTU	7658N340804729
#10 NEW UNIT	3 ton 208/230 v	JS5BD036KA
#11 –NEW UNIT – located Courtyard	4 Ton	7232W230906087
City Hall Server Room – 1515 NW 167 th Street, Suite 200		
#1	2.5 ton minisplit	LSN305HV
#2	Gibson 3 ton single phase	JSBD036KA
Betty T. Ferguson Recreational Complex – 3401 NW 196 th Lane complete list of units & fans attached		
RTU#1-#4	AAON	RN 025
RTU #5	AAON	RN 002
RTU #6 & RTU #8	AAON	RN 030
RTU #7	AAON	RN 040
RTU #9 & RTU #12	AAON	RN 050
RTU #10	AAON	RN 202
RTU #11	AAON	RN 010
Data Center - sheet attached	APC 2.4 MBH 230V/1/60	ACCD75214
Misc. Parks Facilities		
A J King Park- 4230 NW 178 th Street	Ruud 5 ton	

Brentwood Park – 19405 NW 32 nd Avenue	Carrier	
Location	Model	Serial Number/Model Number
Buccaneer Park – 3100 NW 207 th Street	Copeland Scroll 3 ton	
Scott Park – 17710 NW 15 th Court	Ruud 5 ton	
Cloverleaf Park – 303 NW 191 st Street – 2 units	Rheem 3 ton	
Lake Lucerne Park – 20710 NW 22 nd Avenue	Rheem 3 ton	
Parks Maintenance – 3000 NW 179 th Street	Bard 3 ton	P122481
Myrtle Grove Park – 3030 NW 179 th Street	Wall unit – 3 units	
Myrtle Grove Pool – 3030 NW 179 th Street	Wall unit	
Norwood Park -19401 NW 14 th Avenue	Wall unit -2 units	
Norwood Pool – 19401 NW 14 th Avenue	Wall unit	
Rolling Oaks Park -18701 NW 17 th Avenue	Wall unit – 4 units	
Bunche Pool – 15727 Bunche Pk Dr. E	Wall unit	
Scott Park teen bldg.- 17710 NW 15 th Court	Wall unit	
Vista Verde Park – 21001 NW 39 th Avenue	Wall unit	
Miami Carol City Park – 3201 NW 185 th Street	Wall unit – 2 units	

NOTE - The units at Betty T. Ferguson Recreational Complex are new and under warranty – only routine maintenance not covered under warranty will be required. Monthly maintenance on these units shall include: changing filters, checking system operations, testing, refills & topping offs, other non-equipment repairs and major maintenance. Any warranty issues must be reported to the City's representative.

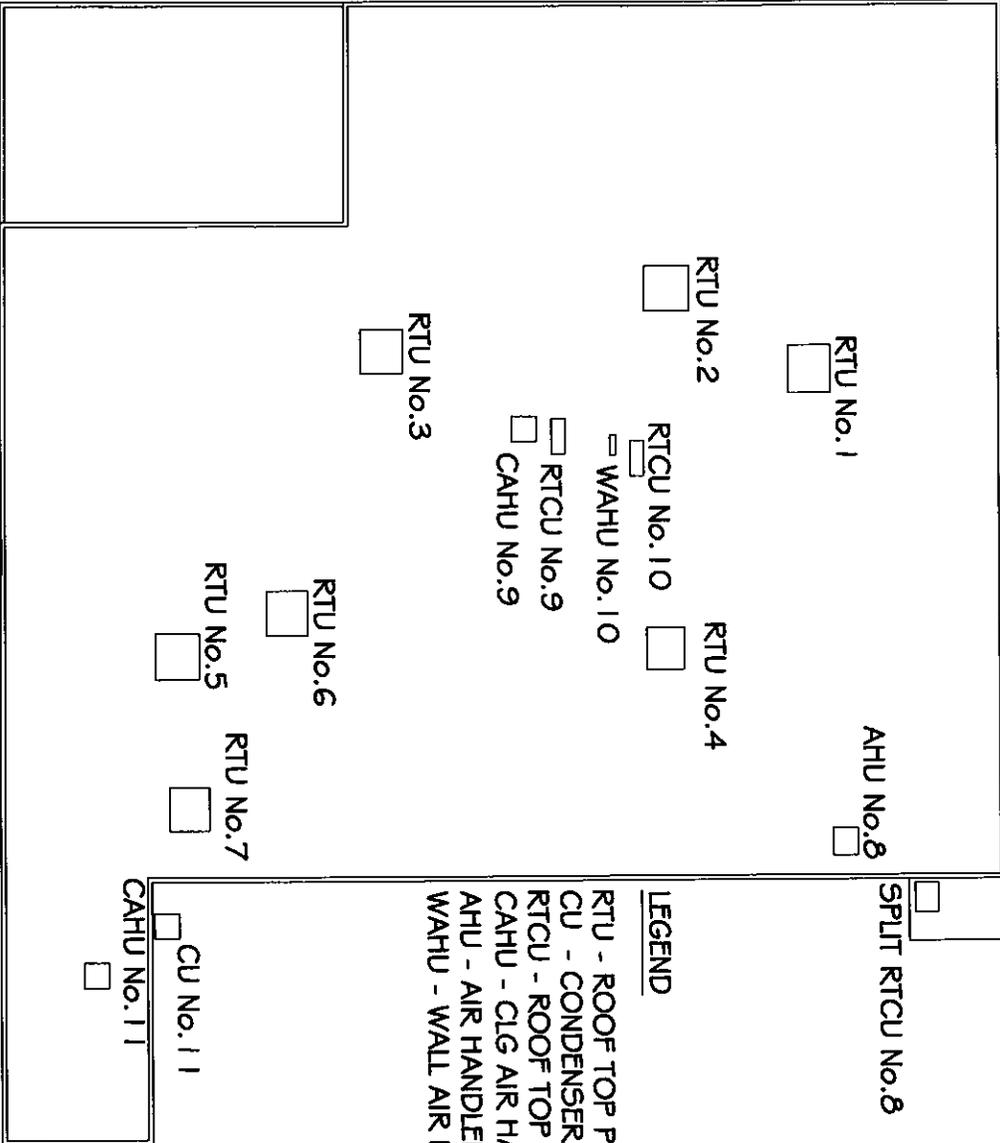
3.10 PERMITS:

- 3.10.1 Contractor shall obtain all required permits, when needed. The fee for City permits will not be waived.
- 3.10.2 All work/repairs not stated herein shall be in compliance with the Florida Building Code 2007 Edition as amended and all other national, state, and local codes and regulations. All permits to be posted on job site.

3.11 DISPOSAL OF WASTE:

- 3.11.1 Contractor shall be responsible for disposal of waste materials, containers and any and all excess materials, etc. at an off-site location on a daily basis in accordance with local, state and federal regulations. City dumpsters are not to be used by contractor.

A/C ROOF PLAN
 SCALE: 1/8" = 1'-0"



LEGEND

- RTU - ROOF TOP PACKAGE UNIT
- CU - CONDENSER UNIT
- RTCU - ROOF TOP CONDENSER UNIT
- CAHU - CLG AIR HANDLER UNIT
- AHU - AIR HANDLER UNIT
- WAHU - WALL AIR HANDLER UNIT

BUILDING @ 1020 NW 163 rd DRIVE

Project Title:	Police Department
Client:	The City of Miami Gardens
Address:	1020 NW 163rd Drive
Drawing Title:	Roof Plan

Project Title:
 POLICE DEPARTMENT
 THE CITY OF MIAMI GARDENS
 1020 NW 163RD DRIVE

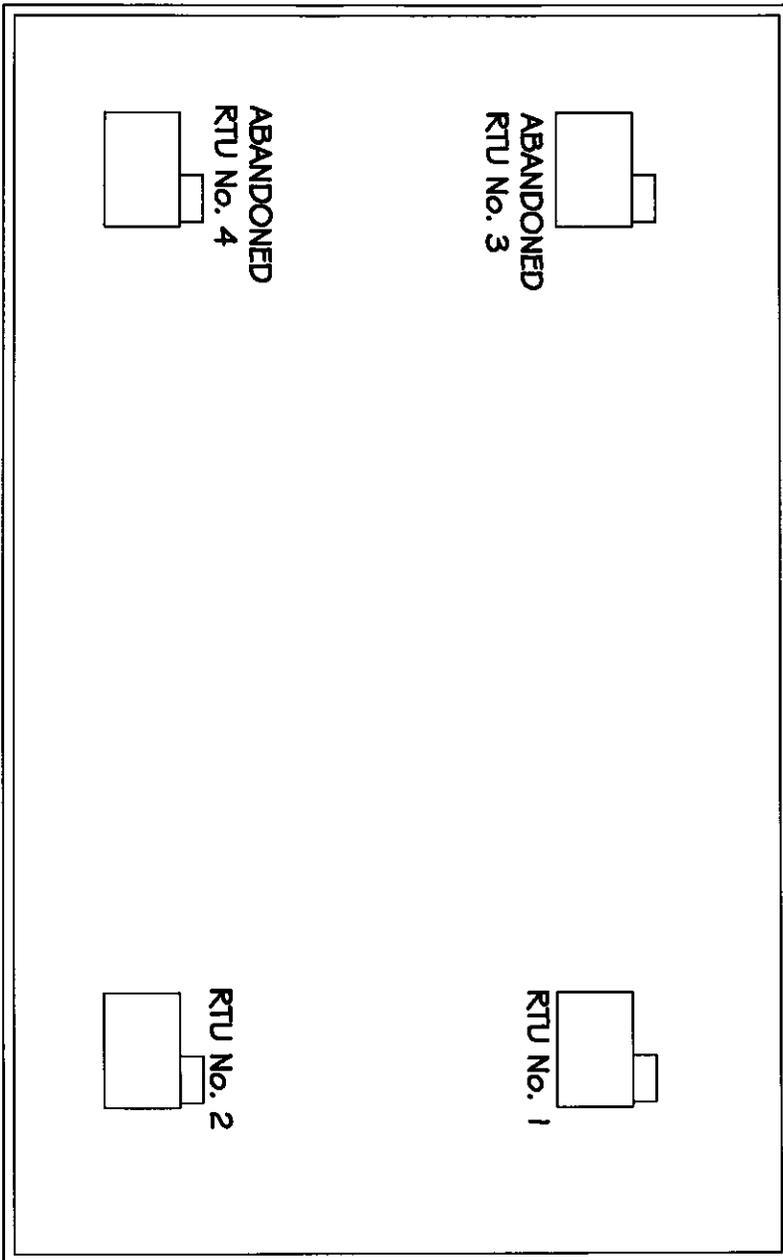
ROOF PLAN
 THE CITY OF MIAMI GARDENS
 POLICE DEPARTMENT

Revisions	
No.	Description

Prepared by:	Checked by:
Drawn by:	Reviewed by:
Date:	Scale:

A/C ROOF PLAN
 SCALE: 1/8" = 1'-0"

PUBLIC WORKS BUILDING @ 1050 NW 163rd DRIVE.



Project No.	1050 NW 163rd Drive
Sheet No.	1050 NW 163rd Drive
Date	10/1/01
Scale	1/8" = 1'-0"

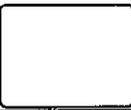
Project Title:
PUBLIC WORKS DEPARTMENT
THE CITY OF MIAMI GARDENS
 1050 NW 163RD DRIVE

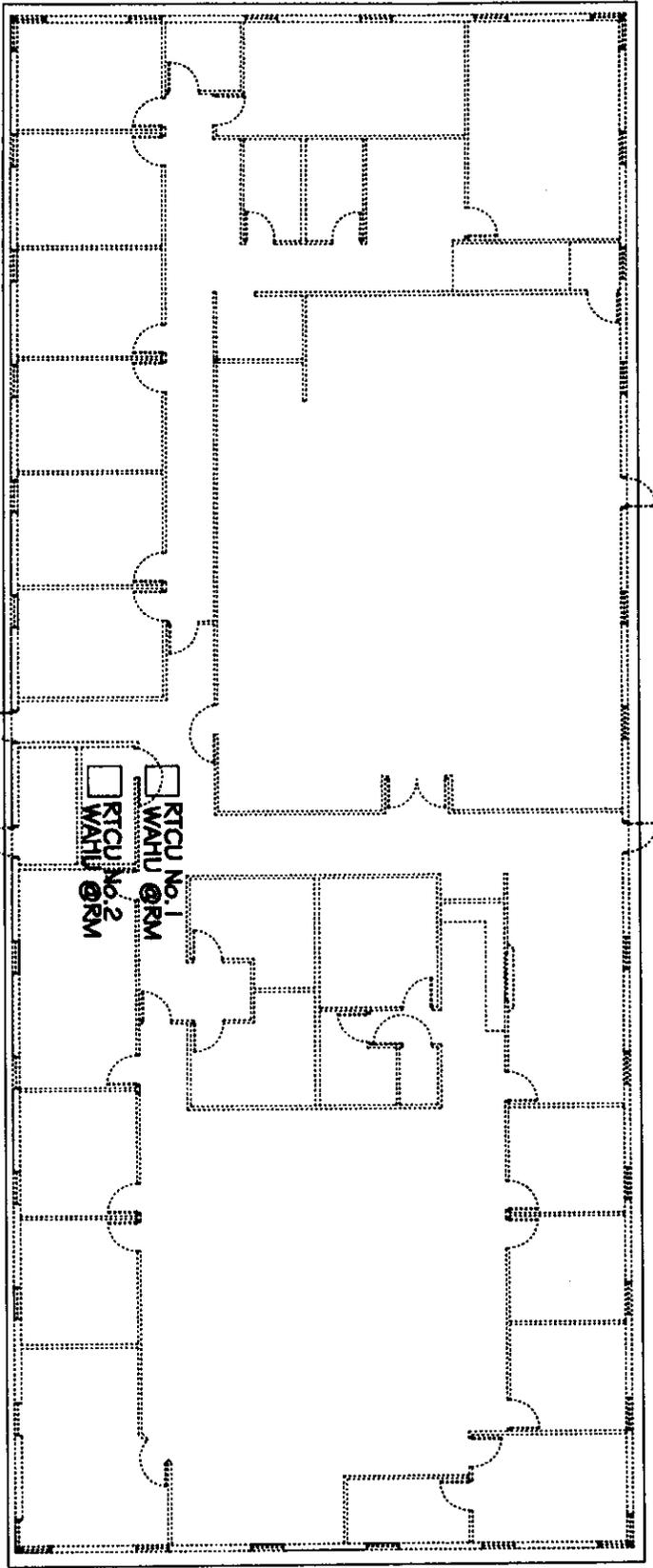
Drawing Title:

ROOF PLAN
 THE CITY OF MIAMI GARDENS
 PUBLIC WORKS DEPARTMENT

Rev	Date	Description

Design & Plot
 Design & Plot
 Checked & Plot
 Stamp
 Signature
 Plot Size





CITY HALL BUILDING @ 1515 NW 167th STREET

Project Title: CITY HALL BUILDING THE CITY OF MIAMI GARDENS 1515 NW 167th STREET	Drawing Title:	<table border="1"> <thead> <tr> <th>W</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	W	Date	Description																			Design & Plan Drawn & PLOD Checked & App. Date Signature Prof. Reg.
			W	Date	Description																			
Project No. Drawing No. Scale Date	Design & Plan Drawn & PLOD Checked & App. Date Signature Prof. Reg.																							

- 3) BIRDSCREEN
- 4) ROOF CURB
- 5) DISCONNECT SWITCH
- 6) DRAIN
- 7) EQUIPMENT SUPPORTS
- 10) SPEED CONTROLLER
- 11) WALL SHUTTER
- 12) VIBRATION ISOLATORS
- 13) WALL CAP
- 14) WALL SHUTTER - MOTORIZED
- 17) FILTERS
- 18) WALL COLLAR
- 19) FAN GUARD/SCREEN
- 20) COMPANION FLANGES
- 21) INSULATED HOUSING FOR SOUND CONTROL

ROOFTOP AIR CONDITIONING UNIT SCHEDULE

PLAN MARK	AREA SERVED	MODEL AND MANUFACTURER	TOTAL AIR CFM	OUTSIDE AIR CFM	EXT. S.P.	COOLING CAPACITY										HOT GAS REHEAT				ELECTRICAL DATA					
						TOT. MBH	SENS. MBH	EAT. DB	EAT. WB	LAT. DB	LAT. WB	CAPACITY MBH	LAT. DB	NO. COMP.	COMP. R(ATEA)	NO. FANS	COND. FLA(EA)	HEATING kW/STEP	BLOWER FAN HP	MCA	MAX FUSE SIZE	VOLT/ PHASE	WEIGHT LBS	EER(SEER)	
RTU-12,3,4	GYNASIUM	AAON- RN 025	4540	3331	1.0	319	152	85.3	75.3	53.3	53.1	106	75	2	18.6	3	2.3	-	-	3	54	70	480/3	2615	12.7
RTU-5	CORRIDOR	AAON- RN 002	900	100	.6	28.32	21.59	76.6	64.7	54.08	53.83	20	75	1	5.1	1	.8	-	-	1	10	15	480/3	538	(13.5)
RTU-6	FITNESS CENTER	AAON- RN 030	6837	2340	1.0	341.33	179.3	79.8	71	55.17	54.97	146	75	2	23.1	3	2.3	-	-	5	67	90	480/3	2577	11.1
RTU-7	FITNESS CENTER	AAON- RN 040	10471	2480	1.0	458.13	265.19	78.3	68.8	54.42	54.36	233	75	4	16.3	4	2.3	-	-	7.5	90	100	480/3	4872	10.3
RTU-8	AUDITORIUM	AAON- RN 030	6686	3895	1.0	359.79	196.60	83.2	72.3	55.4	55.2	142	75	2	23.1	3	2.3	40	-	5	70	90	480/3	2637	11.6
RTU-9	POOL AREA	AAON- RN 050	8730	3900	1.0	622.2	303.3	84.0	74.0	52.07	51.25	179	70	4	18.6	6	2.3	-	-	5	104	110	480/3	5292	13.3
RTU-10	MAINTENANCE/LOCKER RM	AAON- RN 020	4475	3197	1.0	245.04	164.32	89.3	71.90	55.18	54.38	-	-	2	16.3	2	2.3	-	-	3	46	80	480/3	2394	11.8
RTU-11	OFFICE/LOCKER RM	AAON- RN 010	2483	1000	1.0	118.31	71.7	80.7	69.2	53.54	53.34	-	-	2	8	1	2.3	-	-	2	24	30	480/3	1105	11.2
RTU-12	COMMUNITY ROOMS	AAON- RN 050	8897	7200	1.0	618.4	305.1	86.3	75.3	53.6	53.4	206	75	4	18.6	6	2.3	80	-	5	106	125	480/3	5292	12.0

NOTES:

1. BASIS OF DESIGN: AS LISTED ABOVE.
2. PROVIDE FACTORY CURB
3. AIR HANDLING UNIT AND ASSOCIATED EXHAUST FAN SHALL SHUT DOWN UPON FIRE ALARM SIGNAL, DUCT SMOKE DETECTOR SENSING PRODUCTS OF COMBUSTION OR MANUAL ACTUATION OF AHU OR EXHAUST STARTER TO "OFF" POSITION.
4. PROVIDE WITH 65% EFFICIENCY FILTERS IN COMPLIANCE WITH ASHRAE STANDARDS 52.1-1992
5. PROVIDE HOT GAS BY-PASS ON ALL RTU'S.
6. PROVIDE HOT GAS REHEAT FOR ALL RTU'S. REHEAT SHALL BE MODULATED TO MAINTAIN SPACE SETPOINT TEMPERATURE.
7. PROVIDE TEMPERATURE SENSOR IN DISCHARGE AIR DUCT FOR A CONSTANT COOLING LEAVING AIR TEMPERATURE AS SCHEDULED ABOVE.
8. HEAD PRESSURE CONTROLLER FOR OPERATION IN AMBIENT TEMPERATURES DOWN TO 30° F.
9. MINIMUM EER RATING OF 10.0
10. PROVIDE SINGLE POINT ELECTRICAL CONNECTION FOR COMPRESSOR, FAN, AND CONTROLS AS PART OF PACKAGED UNIT.
11. AMBIENT DESIGN TEMP IS 105° F

FAN SCHEDULE

LABEL	GREENHECK MODEL NUMBER	TYPE OF UNIT	CFM	STATIC PRESS.	RPM	WATTS	VOLT / PHASE	FAN SERVICE	ACCESSORIES
EF-1	SP-117	CEILING	200	0.05	1690	75	115/1	RESTROOMS	1,3,4,5,10.
EF-2	SP-117	CEILING	200	0.05	1690	75	115/1	RESTROOMS	1,3,4,5,10.
EF-3	SP-115	CEILING	120	0.05	1070	41	115/1	SHOWER	1,3,4,5,10.
EF-4	SP-115	CEILING	120	0.05	1070	41	115/1	SHOWER	1,3,4,5,10.
EF-5	SP-152	CEILING	530	0.05	1070	224	115/1	LOCKERS	1,3,4,5,10.
EF-6	SP-152	CEILING	530	0.05	1070	224	115/1	LOCKERS	1,3,4,5,10.
EF-7	SP-108	CEILING	100	0.125	1450	37	115/1	RESTROOMS	1,3,4,5,10.
EF-8	SP-115	CEILING	120	0.05	1070	41	115/1	SHOWERS	1,3,4,5,10.
EF-9	SP-115	CEILING	120	0.05	1070	41	115/1	SHOWERS	1,3,4,5,10.
EF-10	SP-108	CEILING	100	0.125	1450	37	115/1	RESTROOMS	1,3,4,5,10.
EF-11	SP-6	CEILING	70	0.25	1500	40	115/1	RESTROOMS	1,3,4,5,10.
EF-12	SP-6	CEILING	70	0.25	1500	40	115/1	RESTROOMS	1,3,4,5,10.
EF-13	G-60-E	DIRECT DRIVE	85	0.1	1050	1/200 HP	115/1	STORAGE	1,3,4,5,10.
EF-14	G-60-E	DIRECT DRIVE	85	0.1	1050	1/200 HP	115/1	STORAGE	1,3,4,5,10.
EF-15	SP-5	CEILING	50	0.05	1680	46	115/1	RESTROOMS	1,3,4,5,10.
EF-16	SP-117	CEILING	200	0.05	1690	75	115/1	RESTROOMS	1,3,4,5,10.
EF-17	SP-117	CEILING	200	0.05	1690	75	115/1	RESTROOMS	1,3,4,5,10.
EF-18	SP-117	CEILING	200	0.05	1690	75	115/1	RESTROOMS	1,3,4,5,10.
EF-19	SP-117	CEILING	150	0.3	1690	75	115/1	RESTROOMS	1,3,4,5,10.
EF-20	SP-6	CEILING	70	0.25	1500	40	115/1	STORAGE	1,3,4,5,10.
EF-21	SP-6	CEILING	70	0.25	1500	40	208/1	STORAGE	1,3,4,5,10.
EF-22	SP-5	CEILING	50	0.05	1680	46	115/1	RESTROOMS	1,3,4,5,10.
EF-23	SP-5	CEILING	50	0.05	1680	46	115/1	RESTROOMS	1,3,4,5,10.
EF-24	SG60-85	INLINE	475	0.125	1550	1/12 HP	115/1	POOL ROOM	1,2,3,5,24.
EF-25	SP-226	CEILING	280	0.125	1050	81	115/1	LOCKERS	1,3,4,5,10.

NOTES:
1. MODEL NUMBERS AND FAN SELECTION ARE BASED ON GREENHECK.

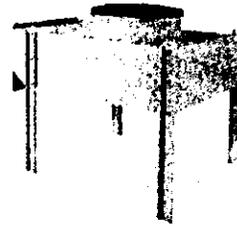
ACCESSORIES:

- | | | | |
|-----------------------|------------------------------|---|---|
| 1) BACKDRAFT DAMPER. | 8) INLET SCREEN | 15) WEATHER COVER | 22) HINGED FRAMES |
| 2) THERMOSTAT | 9) SPEED MOUNT ROOF JACK | 16) 2 SPEED / 1 WINDING | 23) SPARK/EXPLOSION PROOF |
| 3) BIRDSCREEN | 10) SPEED CONTROLLER | 17) FILTERS | 24) ACTIVATED BY THERMOSTAT SET AT 80°F |
| 4) ROOF CURB | 11) WALL SHUTTER | 18) WALL COLLAR | |
| 5) DISCONNECT SWITCH | 12) VIBRATION ISOLATORS | 19) FAN GUARD/SCREEN | |
| 6) DRAIN | 13) WALL CAP | 20) COMPANION FLANGES | |
| 7) EQUIPMENT SUPPORTS | 14) WALL SHUTTER - MOTORIZED | 21) INSULATED HOUSING FOR SOUND CONTROL | |



Condenser 1 Fan, Single Circuit, 2.4MBH/1F TD, 230V/1/60

Part Number: ACCD75214



General

Refrigerant	R410A
Air Flow	5050 CFM

Input

Nominal Input Voltage	230V
Input Power	1000 Watts
Input Frequency	60 Hz

Physical

Maximum Height	37.72 inches (958 mm)
Maximum Width	42.72 inches (1085 mm)
Maximum Depth	34.00 inches (864 mm)
Net Weight	180.00 lbs. (81.82 kg)
Shipping Weight	379.00 lbs. (172.28 kg)
Shipping Height	56.00 inches (1422 mm)
Shipping Width	53.00 inches (1346 mm)
Shipping Depth	30.00 inches (762 mm)

Conformance

Regulatory Approvals	cUL Listed, UL Listed
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BID CHECK LIST

- YES___ NO___ 1. Copy of appropriate License and Permits**
- YES___ NO___ 2. Proof of ability to obtain insurance**
- YES___ NO___ 3. Bid Submittal Price**
- YES___ NO___ 4. Bid signed by authorized representative**
- YES___ NO___ 5. Vendor Representative Contact information**
- YES___ NO___ 6. References with Phone & Fax Numbers, E-mail Address**
- YES___ NO___ 7. List of Similar Contracts**
- YES___ NO___ 8. Bid prepared in duplicate**
- YES___ NO___ 9. City Occupational License (if applicable)**
- YES___ NO___ 10. Quality Control Program**
- YES___ NO___ 11. Monthly Check List (sample)**
- YES___ NO___ 12. Electrical Contractor Information**

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.

BID SUBMITTAL

Deliver Proposal to:

**CITY OF MIAMI GARDENS
PURCHASING DEPARTMENT
1515 N W 167th Street; Bldg. 5 Suite 200
Mail to: Bldg. 5 Suite 200
Deliver to: Bldg. 7 suite 440
Miami Gardens, Florida 33169**

**BID #09-10-055
Title: Air Conditioning
Maintenance
Date: July 15, 2010**

(Vendor)

agrees to supply labor, equipment, supplies required for the ANNUAL HEATING VENTILATION and AIR CONDITIONING MAINTENANCE SERVICES as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the Air Conditioning services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation for air conditioning maintenance services performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the HEATING VENTILATION and AIR CONDITIONING MAINTENANCE SERVICES shall be included in this price.

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall provide Air Conditioning Maintenance etc. as specified herein. YES NO

Vendor shall provide the services as specified. YES NO

Vendor shall insure adequate personnel and equipment to provide specified levels of service. YES NO

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service. YES NO

Vendor shall warranty all workmanship and materials for one year upon final acceptance YES NO

#	Location	Unit	Cost per Unit/monthly	Total Annual Cost
1	Public Works	#2	\$	\$
		#3	\$	\$
2	Police Station	#1	\$	\$
		#2	\$	\$
		#3	\$	\$
		#4	\$	\$
		#5	\$	\$
		#6	\$	\$
		#7	\$	\$
		#8	\$	\$
		#9	\$	\$
		#10	\$	\$
		#11	\$	\$
3	City Hall	#1	\$	\$
		#2	\$	\$
4	Betty Ferguson Recreational Complex	#1	\$	\$
		#2	\$	\$
		#3	\$	\$
		#4	\$	\$
		#5	\$	\$
		#6	\$	\$
		#7	\$	\$
		#8	\$	\$
		#9	\$	\$
		#10	\$	\$
		#11	\$	\$
		#12	\$	\$
5	Data Center Betty Ferguson Recreational Complex	#1	\$	\$
6	Misc. Park Facilities			
	A J King Park	#1	\$	\$
	Brentwood Park	#1	\$	\$

	Location	Unit	Cost per Unit/monthly	Total Annual Cost
	Buccaneer Park	#1	\$	\$
	Cloverleaf Park	#1	\$	\$
		#2	\$	\$
	Lake Lucerne Park	#1	\$	\$
	Scott Park	#1	\$	\$
	Bunche Pool	Wall unit	\$	\$
	Miami Carol City Park	Wall unit #1	\$	\$
		Wall unit #2	\$	\$
	Myrtle Grove Park	Wall unit #1	\$	\$
		Wall unit #2	\$	\$
		Wall unit #3	\$	\$
	Myrtle Grove Pool	Wall unit	\$	\$
	Norwood Park	Wall unit	\$	\$
	Norwood Pool	Wall unit	\$	\$
	Rolling Oaks Park	Wall unit #1	\$	\$
		Wall unit #2	\$	\$
		Wall unit #3	\$	\$
		Wall unit #4	\$	\$
	Scott Park Teen Bldg.	Wall unit	\$	\$
	Vista Verde Park	Wall unit	\$	\$
	TOTAL			\$
11	Hourly Rate #1 – Regular time			\$ /hr
12	Hourly Rate #2– Overtime			\$ /hr

Furnishing all labor, equipment, travel, materials to include any and all costs including removal/disposal; mobilization/demobilization; for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

Dated this _____ day of _____, _____
(Month) (Year)

Signature _____

Print _____

Phone: _____ Fax: _____

E-Mail: _____

The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

Authorized Signature(Manual)

Authorized Signature (Printed)

Date

Corporate Seal

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the City:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

E-Mail Address: _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

E-MailAddress: _____

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____
E-Mail: _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____
E-Mail: _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Cont. Bid Submittal Form

Corporate President: _____
(Print Name)

Corporate Secretary: _____

(Print Name)

Corporate Treasurer: _____

(Print Name)

CORPORATE SEAL

Attest By: _____

Secretary

LIST OF SUBCONTRACTORS

The Undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of Work to be performed by each, and that such list will not be added to nor altered without written consent to the City through the City Representative.

SUBCONTRACTOR AND ADDRESS
PERFORMED

CLASS OF WORK TO BE

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

DATE

BIDDER

BY: _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PROJECT: AIR CONDITIONING MAINTENANCE SERVICES

OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- A. List all pending lawsuits:
 - B. List all completed lawsuits:
 - C. List all judgments from lawsuits in the last five years:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).
8. List the work you will perform with your own forces on this project: List any Sub-Contractors for this project:

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated _____, **20**__

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____
E-Mail: _____

Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____
E-Mail: _____
Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary