



MEMORANDUM

To: David Dyess, City Manger

From: Alaina Knofla, Procurement Specialist

Date: March 16, 2020

Subject: Renewal of ITB #2018-107, HVAC Replacement Services

The initial year of ITB #2018-107: Contract for HVAC Replacement Services expires on May 8, 2020. This agreement has provisions for renewals for two (2) one (1) year renewal options; this would constitute the second and final renewal option. There are two contractors for this service: Thermal Concepts and Florida Mechanical, both contractors have agreed to the renewal under the original terms, condition, pricing and specifications. Thereby, the Public Works Deputy Director Milton Leggett recommends approval of the first year renewal.

If approved, this renewal will be effective for the period May 9, 2020 through May 8, 2021. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email purchasing@ci.stuart.fl.us.

- Approve renewal of 2018-107: HVAC Replacement Services
- Recommended this ITB not be renewed



David Dyess, City Manager

3-23-2020

Date



City of Stuart

Procurement & Contracting Services
121 SW Flagler Ave. Stuart FL 34994
Phone: 772.288.5306

March 12, 2020

Florida Mechanical, LLC
Attn: Mr. Kenneth Morgan
3615 Fiscal Court
Riviera Beach, Florida 33406

Subject: Renewal for ITB #2018-107: HVAC Replacement Services

Dear Mr. Morgan,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for HVAC Replacement Services for the period beginning May 9, 2020 and ending on May 8, 2021, which represents the second and final of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter. Your response must be received no later than 4:00 p.m., March 20, 2020. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Analyst

cc: ITB File

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

3/12/2020

Date

KENNETH MORGAN
Printed Name

PRESIDENT

Title



MEMORANDUM

To: David Dyess, City Manger

From: Alaina Knofla, Procurement Specialist

Date: March 21, 2019

Subject: Renewal of ITB #2018-107, HVAC Replacement Services

The initial year of ITB #2018-107: Contract for HVAC Replacement Services expires on May 6, 2019. This agreement has provisions for renewals for two (2) one (1) year renewal options; this would constitute the first renewal option. There are two contractors for this service: Thermal Concepts and Florida Mechanical, both contractors have agreed to the renewal under the original terms, condition, pricing and specifications. Thereby, the Public Works Deputy Director Milton Leggett recommends approval of the first year renewal.

If approved, this renewal will be effective for the period May 9, 2019 through May 8, 2020. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email purchasing@ci.stuart.fl.us.

- Approve renewal of 2018-107: HVAC Replacement Services
- Recommended this ITB not be renewed



David Dyess, City Manager

3-25-19

Date



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134

May 14, 2018

Via: Email transmission, tfuller@flamech.com

Florida Mechanical LLC
Attn: Kenneth Morgan, Managing Member
3615 Fiscal Court
Riviera Beach, FL 33404

Subject: Notice of Award
ITB No. 2018-107, HVAC Replacement Services

Dear Mr. Morgan:

The Stuart City Manager awarded ITB No. 2018-107, HVAC Replacement Services, to your firm on May 8, 2018, as the secondary contractor for these services. Please consider this your formal notice of award.

Notice of award by the City of Stuart will constitute acceptance of your Bid. The purchase order, including this bid package with all terms, conditions and specifications, signed by the Contractor along with the documentation included in your submittal, as required by this Invitation to Bid, and other additional materials offered by the bidder and accepted by the City shall constitute the contract. A valid certificate of insurance must be issued to the City within 10 days (May 24, 2018) as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Invitation for Bid. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2018-107 HVAC Replacement Services.

Individual orders for services will be placed by the Building Maintenance Department throughout the contract period by the City Project Manager, John LaPadula, Building Maintenance Coordinator, at (772) 260-3192 or by email at jlpadula@ci.stuart.fl.us.

Approval of notice to proceed by the City Project Manager shall be the purchase order. Invoices must be submitted against each individual purchase order release accompanied with estimate. Invoices must reference Purchase Order.

The Primary Contractor will be used in every instance of ordering products/services as long as firm is capable of delivering the services/product/material within three (3) days of issuance of Purchase Order, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure its completion of an operational unit for City use within two (2) days. If the Primary Contractor is not able to deliver the product and services within the specified time, the City reserves the right to contact your firm, the secondary Contractor accordingly.

The initial contract period will be for one year, effective May 8, 2018 through May 7, 2019, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

A handwritten signature in black ink, appearing to read "L. Darden". The signature is fluid and cursive, with a large loop at the end.

Lenora Darden
Procurement and Contracting Services Manager

cc: Milton Leggett, Deputy Public Works Director
John LaPadula, Building Maintenance Coordinator
2018-107 ITB File



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: Louis J. Boglioli III, Acting City Manager
Through: Dave Ross, City Manager
From: Lenora Darden, Procurement Manager
Date: May 4, 2018
Subject: Award of ITB #2018-107: HVAC Replacement Services

Attached are: the bid tabulation, 2018 fiscal budget, and the department's recommendation for the above referenced project. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued up to Fifty Thousand and 00/100 Dollars (\$50,000.00); when funds for the project have been appropriated by the City Commission through the annual budgeting process; and the vendor was selected in accordance with the City Procurement Ordinance.

This solicitation was legally advertised in the Palm Beach Post on April 11, 2018 and was broadcasted by DemandStar, the City's on-line disseminator, to Two Hundred and Nine (209) vendors. Out of twenty-one (21) planholders, two (2) bids were received by 2:30 pm on the ITB opening date, April 25, 2018.

Award of the primary contractor is determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City.

The Primary bidder will be used in every instance of ordering products and services within the time specified in this bid. If the Primary bidder is not able to deliver the product and services in question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

Staff has reviewed the bids, checked their references, and recommends the primary award to Thermal Concepts of Stuart, Florida and secondary award to Florida Mechanical LLC of Riviera Beach, Florida.

Please review the attached documentation and signify below your determination of award, request for further information or recommended rejection of all bids.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

- Primary Award of ITB #2018-107, HVAC Replacement Services to the lowest **responsive** and responsible bidders, Thermal Concepts of Stuart, Florida; and secondary award to Florida Mechanical LLC of Riviera Beach, Florida, for the initial term of one (1) year with two (2) additional 1-year periods.
- Further information is required
- Recommend all bids be rejected


Louis J. Boglioli III, Acting City Manager


Date



City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Department of Financial Services

Lenora Darden
Procurement Manager

Procurement & Contracting Services Division
772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: HVAC Replacement Services
DATE: April 11, 2018
DEPT: Public Works/Building Maintenance
BID NUMBER: 2018-107

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 25th day of April, 2018.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Ten (10%) Bid bond, if required, shall accompany each bid of \$50,000 or more as evidence of the good faith and responsibility of the bidder in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	<u>Kenneth Morgan</u>
Company Name	<u>Florida Mechanical LLC</u>
Street Address	<u>3615 Fiscal Court</u>
City, State, Zip	<u>Riviera Beach, FL 33404</u>
Total Overall Amount	\$ <u>48225.00</u>

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date.

Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above.** Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Procurement Office, in writing, up to seven (7) days before the period set for the receipt of bids. The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, Fax # (772) 600-0134 or email purchasing@ci.stuart.fl.us. Any interpretations, clarifications or changes made will be in the form of written addenda. Oral answers will not be authoritative.
- A1.12 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions>, "FREE AGENCY".

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement through award recommendation posting, unless otherwise set forth in a solicitation. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state on Attachment I.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

Florida Mechanical LLC
Firm Name

4/25/2018
Date

tfuller@flamech.com
Email Address


Authorized Signature
(Manual)

561-863-3606
Telephone Number

Kenneth Morgan, Managing Member
Name/Title (Please Print)

561-863-3642
Facsimile Number

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us.

B. GENERAL PROVISIONS

- B1. Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price. City shall not pay any service charges or fees for Peard transactions.
- B3. Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. Permits & Taxes:** The successful Contractor shall, at his own expense, obtain all necessary permits, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Stuart permit fees will be waived by the City, however, fines and penalties will be assessed based upon standard fee structure.
- B5. Contractor License:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- B6. Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B7. Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.

- B8. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
 - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B9. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or its using Department.
- B10. **Changes:** The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B11. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B12. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B13. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be

entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B14. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement. In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work by contacting the secondary contractor or through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.
- B15. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B16. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B17. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. The purchase order, including this bid package with all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials offered by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days.
- B18. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B19. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**
- B20. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.

- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance in accordance with Attachment A.
- B22. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List as per Attachment C.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart as per Attachment D.
- B24. **Assignment:** The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart.
- B25. **Subcontracting:** It is the intention of this bid not to subcontract any work. However, if a vendor must subcontract, they may not subcontract any more than 25% of any portion of this contract for any reason. (The City discourages subcontracting practices for any substantial portion of the requested services in this bid). **If bidders are subcontracting, this information is to be submitted with their bid response in writing on Attachment E.** The City reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award. Changing subcontractors throughout the course of the contract is prohibited, unless the using department and Purchasing approve changes in writing by Vendor's written request. The City reserves the right to reject any request to change subcontractors.
- B26. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B27. **Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action**

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its

contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

C. SPECIAL PROVISIONS

- C1. **Intent:** The purpose of this bid is to procure a qualified contractor to purchase, repair, and install/replace HVAC equipment in accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).

C2. **Definitions:**

The term estimate is also referred to as quotation or proposal.

Ancillary Items shall mean materials and other technical things (nuts and bolts, example) which are used with the main **items** of equipment to create a complete system.

The term overtime is also referred to as after hours.

City Project Manager or designee: Person responsible for project management or City contact.

Emergency Repairs: An immediate threat to the public safety and welfare where repairs are necessary.

Routine hours also refers to normal, regular, and business hours.

Service shall mean installation, replacement, maintenance (including preventative maintenance), repairs, inspection, adjustments, etc of HVAC equipment.

The terms "HVAC/AC units, Air handlers, etc" is used as a group designation of all equipment described in this specification. Types of units include, but are not limited to, computer controlled equipment, chillers, heat pumps, water coolers and refrigeration units, air handler units, package units, condensing units, and fan coil units.

"Class A air-conditioning contractor" means a contractor whose services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend, or design, if not prohibited by law, central air-conditioning, refrigeration, heating and ventilating systems, including duct work in connection with a complete system if such duct work is performed by the contractor as necessary to complete an air-distribution system, boiler and unfired pressure vessel systems, and all appurtenances, apparatus, or equipment used in connection therewith, and any duct cleaning and equipment sanitizing that requires at least a partial disassembling of the system; to install, maintain, repair, fabricate, alter, or design, if not prohibited by law, piping, insulation of pipes, vessels and ducts, pressure and process piping, and pneumatic control piping; to replace, disconnect, or reconnect power wiring on the load side of the dedicated existing electrical disconnect switch; to install, disconnect, and reconnect low voltage heating, ventilating, and air-conditioning control wiring; and to install a

condensate drain from an air-conditioning unit to an existing safe waste or other approved disposal other than a direct connection to a sanitary system. The scope of work for such contractor also includes and excavation work incidental thereto, but does not include any work such as liquefied petroleum or natural gas fuel lines within buildings, except for the disconnecting or reconnecting changeouts of liquefied petroleum or natural gas appliances within buildings; potable water lines or connections thereto; sanitary sewer lines; swimming pool piping and filters; or electrical power wiring. A Class A air-conditioning contractor may test and evaluate central air-conditioning, refrigeration, heating, and ventilating systems, including dust work; however, a mandatory licensing requirement is not established for the performance of these specific services.

- C3. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
- A. Contractor shall have a minimum of five years' experience, specializing in HVAC maintenance, replacement, and repairs.
 - B. Contractor must submit proof of current licenses to perform work as specified.
 - C. Technician must be Trane certified and have a minimum of five year's experience, specializing in heating, ventilating air conditioning control systems, including repair and replacement installations.
 - D. All technicians working on City-owned equipment shall be Certified as a Universal Technician in Refrigerant Recovery Systems and submit proof with the bid.
 - E. Contractors must provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Contractor is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - F. Contractor must provide an assigned Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.
 - G. Contractor must submit a list of the manufacturer's equipment that firm is certified for replacement services.
 - H. Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
 - I. Bidder shall comply with Business Tax Receipt requirements for their business location, if required. A copy of the business tax receipt or proof of exemption must be included with the submittal package.
 - J. Completion and submission of Questionnaire Attachment G.

- C4. **Pre-award inspection:** The City reserves the right to make a pre-award inspection of the bidder's facilities, to determine the capabilities of the bidder to service the City, prior to award of a contract.
- C5. **Competency of Bidders:** Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein.
- C6. **Background Information:** The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.
- C7. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C8. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, who have adequate personnel and equipment to perform prompt service; which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.
- C9. **Personnel:** All employees of Contractor shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers in the English language. The Contractor shall control and correct objectionable conduct, demeanor and appearance, of its employees as requested by the City. Contractor shall ensure all employees are appropriately dressed, with uniforms and work shoes at all times during the performance of the services. All of the employees shall wear a form of identification indicating the company represented. The City will not be responsible for any costs for uniforms or identification for Contractor's staff.
- C10. **Vehicles:** Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.
- C11. **Warranties:** Warranties shall be included with bid submittal, including Attachment F. However, warranty coverage may not be less than requested below. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the below stated warranty period, the successful bidder shall repair or replace same at no cost to the City of Stuart:
- A. The successful bidder shall warranty their work against defect in materials, installation/replacement, and/or workmanship for a minimum period of one (1) year from date of installation by the City Project Manager or designee.

- B. The successful bidder shall provide full manufacturer's warranty with a five (5) year warranty on compressor on all equipment furnished against defect in materials and/or workmanship. The warranty shall become effective on the date of inspection and acceptance by the City of Stuart.
- C12. Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C13. POST SALE AUDIT ADJUSTMENT:** All items sold to the City as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.
- C14. Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C15. Discontinued Products:** If, during the contract period, products are discontinued, the successful bidder of such items will send the City's Project Manager written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item(s) price is determined to be unreasonably high, the requested item may not be considered for addition to the contract and may be awarded to the next lowest bidder. The decision of the City's Procurement Manager shall be final and binding in this matter.
- C16. Additional Discounts/Promotions:** Should sales or manufacture promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, rebates, or otherwise, shall be passed on the City.
- C17. Use of Brand Names:** Unless otherwise specified, the mention of the particular manufacturer's brand name, make or Manufacturer does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to convey the quality of merchandise, general style, type, and character of the article desired, and any article which the City, in its sole discretion, determines to be the equal of or better in quality to what was specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted and must include descriptive literature and specifications. It is the Bidder's responsibility to provide adequate information regarding equivalent equipment to ensure that the equipment quoted meets the required criteria. Adequate information must be submitted with the estimate, the determination of equivalence is at the sole discretion of the City.
- C18. Start of Work and Time for Completion:** It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response, successful bidder agrees to start the work within three (3) days of issuance of Purchase Order. Awarded vendor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure its completion of an operational unit for City use within two (2) days.

All bid prices shall be installed price, including warranty. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation.

C19. Acceptance and Payment: The using department will make final inspection of the equipment as referenced in this bid to insure performance is in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement of services of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Cancellation of partial or entire order at no cost to the City.
- Minimum payment terms shall be Net 30 days, unless payment is made with the Purchasing card.

C20. F.O.B. Point: The F.O.B. point shall be destination. Each purchase order (multiple) will stipulate exact site for services. Bid responses showing other than F.O.B. destination will not be accepted. Unit prices shall include any shipping charges. **Travel time charges shall not be accepted and shall be borne by the bidder.**

C21. Silence of Specifications: The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.

C22. Contract Terms: At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** The prices offered shall remain firm for the initial one (1) year period as a result of this invitation to bid. Any contract, contract modification, or renewal resulting from this solicitation shall be subject to fund availability satisfactory performance, and determination that the contract renewal is in the best interest of the City.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be renewed for two (2) additional one-year periods upon mutual agreement between the Contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be permissible at the mutual consent of both parties.

C. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review by the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may secure services from the secondary vendor. If secondary does not respond adequately, City shall secure similar or identical services at its sole option.

C23. **Performance:** Throughout the contract period the contractor(s) performance will continue to be monitored by City staff. If performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractor's receiving an unacceptable rating will be notified. Contract termination shall be served by written notice by the Procurement Division.

C24. **Quantities:** The quantities specified are based on annual estimates projected, and are provided for tabulation and information purposes only. The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

C25. **Attachments:** There are ten (10) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

Attachment A	Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
Attachment B	Experience of Bidder/References
Attachment C	Public Entity Crimes
Attachment D	Safety Certification
Attachment E	Subcontractors List
Attachment F	Warranties
Attachment G	Questionnaire
Attachment H	Bidder's Checklist
Attachment I	Statement of No Bid
Attachment J	Request for Information (W-9)

D. AWARD OR REJECTION OF BIDS

D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest overall bid for a primary and secondary bidder as specified below:

A. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product and services in question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

B. Bidders are required to bid all items on Bid Form to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor

must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder's bid response to be considered non-responsive and rejected.

- D2. **Modifications:** Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D3. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D4. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D5. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- D6. **Method of Ordering:** Items shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order release accompanied with estimate. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.

E. SCOPE OF SERVICE

E1. **General Information:** The work to be performed by the Contractor consists of furnishing all material, labor, supervision, products and tools, supplies and equipment, permits and drawings (when applicable) as required to furnish and install heating, ventilation, & air conditioning (HVAC) equipment, including inspections, adjustments, and test to keep equipment in continuous use and efficiency for the intended purpose.

E2. **Work Objective**

- A. The importance of HVAC replacement services covered by these specifications demand that they be maintained in satisfactory and safe operating condition in accordance with the requirements of these specifications and be kept capable of providing their initial maximum capacity and performance.
- B. The Contractor shall furnish complete maintenance services, except where otherwise noted, for the described AC units. Routine maintenance shall be done in compliance with conditions of warranty documents for those units still under warranty.
- C. The purpose of this contract is to put into operation a continuing system of corrective maintenance to provide necessary, systematic, supply & maintenance for all of the equipment listed in the bid. The City reserves the right to add or delete equipment from the bid as deemed necessary and change the frequencies of the tasks as deemed necessary.
 - 1. **Repairs:** Contractor to provide a diagnosis and treatment for repairs to ensure equipment is operable to pass inspection. If repairs are not cost effective, Project Manager may approve direct replacement of device. Contractor must be capable of installing compressors, repairing Freon leaks and replacing coils. City will provide standard maintenance replace filters, belts, and condenser drain cleaning.
 - 2. **Replacement/Installation:** If equipment cannot be repaired, replacement of devices will be provided on an as needed basis, including but not limited to removal and replacement of defective equipment.

E3. **Servicing Procedures:** Furnish all equipment, parts and tools necessary to perform complete services as specified in a safe manner. Each unit must be operable by the end of each workday so that the building is completely secure, safe, and operational condition.

- A. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of the City Project Manager. Any additional service considered necessary by the Contractor shall be authorized by the City prior to the commencement of the service. All work to be performed, in the best workmanlike manner, as known to the trade.
- B. The City will contact the Contractor to advise of either routine or emergency repair services needed. At no cost to the City, the Contractor shall meet with the City representative at the site where work is needed to determine the type of work to be performed. Contractor shall submit a written estimate (quote/work order). This estimate shall include a total firm cost to the City itemized as follows; labor hours,

equipment, itemization costs for material/parts/ancillary items, a brief description of the work to be done and location of work.

- C. Estimates must be complete and specific with measurements and quantities of time, completion, and materials. If the City is interested in proceeding with the work identified on the Contractor's written estimate, the City Project Manager will provide Contractor with notice to proceed for commencement of work. (Upon Request, City may request copies of manufacturers list pricing from Contractor's suppliers as proof of material cost for auditing purposes as specified in Item C13).
- D. Upon completion of services, the City reserves the right to request the Contractor's assigned supervisor to review and provide written acknowledgement/documentation that work performed by their technician has been completed. Supervisors review to be at no additional charge to the City and considered part of the contract award. Supervisor shall document any areas of concern that are above and beyond on their report. The report shall be signed by the Supervisor and submitted to the City Project Manager or designee within 24 hours of performing the inspection. Reports are to be emailed to the City Project Manager or designee. Email information will be provided at the time the project quote is requested. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested on the qualifications questionnaire and must be approved by the City.
- E. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, completion of services shall be extended by such time as shall be approved by the City Project Manager or designee.
- F. Successful Contractor will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments for increase or decrease of footage required for the job; therefore, the Total Offer must be based on accurate measurements by bidders during inspection. Failure to do so will be at Contractor's risk.

E4. Response Times for Services

- A. **Emergency Repairs:** A technician shall report physically within (2) two hours of notification to complete a written evaluation to the City contact person for a summary of the problem. A quotation with the repair requirements and length of time to complete the job shall be prepared within (1) hour of the evaluation for emergency repairs. Quotation to include estimated labor hours, material cost and brief description of repair to be done. Authorization of repair to be by signature of City contact on the quotation form. There shall be no charge for the assessment and preparation of the quotation. Interim work done as emergency repairs may be temporary, but shall render the unit usable until permanent repairs can be made. These types of repairs shall receive immediate attention by the Contractor.
- B. **Non-Emergency Repairs:** A technician shall report physically within (24) twenty-four hours of notification to complete a written evaluation or call in to the City contact person for a summary of the problem. A quotation with the repair requirements and length of

time to complete the job shall be prepared within (4) hours of the evaluation for repairs. Quotation to include estimated labor hours, material cost and brief description of repair to be done. Authorization of repair to be by receipt of purchase order with notice to proceed. There shall be no charge for the assessment and preparation of the quotation.

- C. The Contractor shall endeavor to complete all requested work during standard work week hours and without the necessity of overtime labor. Should it be determined that work cannot be completed during the course of standard work week hours, the Contractor shall provide such information to City Project Manager or designee with a request to authorize such overtime labor. Authorization must be received prior to commencement of such work. Each project must be completed as quickly as reasonably possible. All requested work must be completed within the timeframe quoted or provided on the project schedule.
- D. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the City work sites.

E5. Pricing and Invoicing

- A. The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.
- B. Payment will be paid upon completion and acceptance of the work, net 30 days or acceptance of purchasing card for payment.
- C. Each service call shall be invoiced separately. The invoice shall reflect the hourly labor rate and number of hours on-site and a separate itemized listing of the materials. For invoices involving materials, copies of list price may be submitted for verification to the City Project Manager or designee, unless provided at time of estimate. Failure to supply copies of invoices may result in contract cancellation.
- D. Equipment and materials will be provided to the City at not to exceed twenty percent (20%) mark up cost. The City reserves the right to audit and request invoices for cost of materials. Contractor may offer quantity discounts and reduction of mark-up at their discretion.
- E. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's overhead. There shall be no charges to and from the City work sites. The City will pay a minimum 1-hour of service for repairs performed. **Contractor shall round to the ½ hour for all work performed in excess of an hourly increment.**

E6. Equipment

- A. The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.

- B. All equipment must be new, of current manufacturer and in production at the time of installation, and carry standard warranties. At least two complete shop repair manuals and parts list must be furnished with each type of equipment at the time of delivery. The successful contractor must service all equipment upon delivery and warranty period.
- C. Responses will be considered only on equipment that can, on short notice, be serviced and maintained by the Contractor. The Contractor must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.
- D. All parts required shall be genuine parts as manufactured and distributed by the manufacturer. Only original equipment manufacturer (OEM) parts may be utilized, unless authorized by proper City personnel.

E7. Inspection and Direction

- A. Inspection and testing of equipment shall be conducted immediately following the work at no additional charge to City.
- B. The work will be conducted under the general direction of the City Project Manager or designee and is subject to inspection to insure compliance with the terms of the bid. The Contractor is not permitted to change any provision of the specification without prior written approval by the City Project Manager or designee. Nor shall the presence or absence of the City Project Manager or designee relieve the Contractor from any requirements of the bid.
- C. The Building Official or designee will make final inspection of any replacement work when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. Appointments for the final inspection shall be made one (1) day in advance.

E8. Contractor Responsibility

- A. Contractor shall be responsible for the prompt removal of all debris which results from this contracted service.
- B. Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism. Contractor shall at all times guard against injury to its employees. The Contractor shall properly secure the work site(s) at all times, including evenings and weekends.
- C. Contractor shall provide signs, barricades, and/or flashing lights, as necessary, for the protection of the work and the safety of the public. The successful Contractor shall, at all times, guard against damage or loss to the property of the City or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

E9. Business Operations

- A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled and performed with the Representative or Delegate of the City between the hours of 8:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.
- B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.
- C. **Observed Holidays:** Contractor's employees furnished under this Contract will observe holidays as follows:

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

E10. Safety Regulations/Standards: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal safety regulations for wiring methods and grounding of electrical equipment. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA); as amended, and any other applicable federal, state and local regulations.

- National Electrical Code (NEC)
- National Electrical Manufacturers Association (NEMA)
- American Society of Civil Engineers (ASCE)
- Environmental Protection Agency (EPA)

E11. Sample Forms: The City is hereby requesting sample(s) of the following to be submitted with bidder's bid response:

- Estimate/Quote for repairs, replacement and installation services.
- Invoice

E12. Locations, Description & City Contact List: The list below represents the current equipment at locations covered for services under this bid. The City reserves the right to add or delete from the list. **The following condition dictates the projected replacement year of the contract.**

List of Equipment currently owned by the City of Stuart					
Make	Condition	Year Installed	Model #	Tons	Serial #
Fire Station #2			1000 SE Monterey Road		
Trane	Good	2004	2TTR1042A1000AA		4403KUG5F
Trane	Good	2004	2TTR1042A1000AA		4403K425F
Trane	Good	2004	TTB012C100A2		4385XFB5F
Lennox	Good	2013	13AX-018-230-18		1912M02260
Lennox	Good	2014	14AXCS018-230A14		1915A01596
Turf & Grounds			920 SE 10th Street		
Grand	Good	2012	WCA3364GKA2		X1217674859
Grand	Good	2010	WCA33646KA1		X103471787
Grand	Good	2012	JS5B-036KB		JSF080601300
10th Recreation Center			724 SE 10th Street		
Trane	Good	2003	2TTB2048A1000AA		3504SHM3F
Rheem	Good	2018	RA1460AJNA		W441733168
Lennox	Good		13ACX-060-230=13		1910D12063
Lennox	Good		LCS13DC-042-230-01		1913D06917
Lennox	Poor		No M/N		No S/N
Bard	Good		WA361-A10		125D991227410-02
Bard	Good		WA423-A10		253L031950061-02
Trane	Poor		2TTB2060A1000AA		350317M3F
Trane	Poor		2TTB2060A1000AA		35027UU3F
Guy Davis			800/900 SE 10th Street		
Bard	Good		WA302-A10		255B041003369-02
Water Reclamation Facility			301 SE Stypmann Blvd		
	Good	2009	TSA090S4N1G		5612G0900
Lennox	Fair		HS29-048-13Y		5805F48412
Lennox	Fair		TSA060S2N4ZG		58009J02049
Water Plant			1002 Palm Beach Road		
Quietside	Good		QSCC181		QSCC1810125102249
Carrier	Good		38ARZ008K501		3306G20132
Lennox	Good		13ACX02423012		5808H12003
Trane	Good	2016	4TTR4024L1000AB		16043SJS3F
Goodman	Good	2018	VSX140361AD		1707091955
Public Safety Building			800/830 MLK Blvd		
Trane #1		2008	TCD181C40PCB		633101747D
Trane #2		2008	TCD151C40PBB		633101723D
Trane #3		2008	TED330A4U0A5CC500C0F		C06G07672
Trane #4		2008	TED330A4U0A5CC500C00F		C06G07671
Trane #5		2008	THC033A4RB0RC0B0001B000A		632102137L
Trane #6		2008	THC120A4RGA27C1B000001B000D		632101977L
Trane #7		2008	TCD241C40PCB		N08E740004
Liebert	Good	2009	BU042AAAE09576		N08E740004
Liebert	Good	2009	DCSF083Z		0819C11361

List of Equipment currently owned by the City of Stuart					
Make	Condition	Year Installed	Model #	Tons	Serial #
Building Maintenance			407 MLK Blvd		
Bard	Fair		24WH2		62L83318101
Bard	Fair		WA361-A00		125N99141001-02
Garage Break Room			407 MLK Blvd		
Lennox	Good		18ACX-030-230-10		1909C10995
Garage			407 MLK Blvd		
Ruud	Good	2018	RA1430AJNA	2.5	W311716936
Collection Office			407 MLK Blvd		
Brad			No M/N		No S/N
Annex			101 SW Flagler Avenue		
Lennox		2015	MS8H012L1A		S2814C51210
Lennox	Fair		No M/N		No S/N
Trane	Fair	2000	TTA180B300A		R5237CJAH
City Hall			121 SW Flagler Avenue		
Grand			No M/N		No S/N
Lennox	Fair		TSA072S4SN1Y		5803K24303
Lennox	Fair		TAS072S4SN1Y		5610H04594
Lennox	Fair		TSA072S4N1Y		5610G16085
Lennox	Fair		TSA048S4N43Y		5813E18195
Lennox	Fair		No M/N		No S/N
Lennox	Good	2015	14ACXS030230A18		1915A35202
Lennox	Good		HS290362P		5804G37304
Lennox	Good		13ACX3023017		1914F60538
Lennox	Good		13ACX04223012		1911M04224
Lennox	Good		10ACC03023001		5803A60110
Lennox	Good		13ACX02423013		1910C05683
Sailfish Park			299 SE Flagler Avenue		
Rheem	Fair	2004	RAKB030JAZ		6951M230413479
Flagler Center			201 SW Flagler Avenue		
Grand	Poor		GS3BA-048KA	4	GS3001003104
Goodman	Bad		CK60D-1C	4	9989505314
Trane	Poor	1998	TTA060D300A0	5	N4144GMFF
Trane	Poor	1998	TTA060D300A0	5	N423PN2FF
Trane	Poor	1998	TTA060D300A0	5	N4142NFT
Trane	Poor	1998	TTA060D300A0	5	N423P64FF
Trane	Poor	1998	TTR036C100A3	3	N3956FACF
Trane	Poor	1998	TTR036C100A3	3	N423KA2CF
Trane	Good	2013	4TTA3048D3000CA	4	132944W03F
Trane	Good	2013	4TTA3048D3000CA	4	13344LXE3F
Trane	Poor	1998	TTA048D300A0	4	N419PY66F
Trane	Poor	1998	TTA048	4	N413PY66F

List of Equipment currently owned by the City of Stuart				
Make	Condition	Year Installed	Model #	Serial #
Culpepper and Terpening, Inc		151 SW Flagler Avenue		
Rheem	New	2018	RA1436	RBHP21J11
Crary House		171 SW Flagler Avenue		
Lennox	Good		XC1606023002	5813G05510
Lennox	Good		XC1604823002	5810K7839
Stuart Feed Store		161 SW Flagler Avenue		
Lennox	Good		13ACX03623017	1912E26401
Lennox	Good		13ACD03623002	5807J19284
Lennox	Good		13ACD03023003	5807K40106
Duffy's Boats		400 West Ocean Blvd		
Grand Aire	Fair		GS3BC036K	GSD010701309

F. BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, clean up and other means to successfully complete the services in its entirety.

- **Routine/Regular Normal Hours** Mon-Fri, 8am – 5pm
- **Overtime/After Hours:** Weekends (Sat & Sun), Mon-Fri, 5:01pm – 7:59am, including Holidays

Group A: Technician Rates				
ITEM NO.	DESCRIPTION	HOURLY LABOR RATE	ESTIMATED HOURS	TOTAL
1	HVAC Technician: Routine Rate	\$ 100.00	100	\$ 10,000.00
2	HVAC Technician: Overtime Rate	\$ 125.00	15	\$ 1875.00
3	HVAC Helper: Routine Rate	\$ 80.00	100	\$ 8000.00
4	HVAC Helper: Overtime Rate	\$ 100.00	15	\$ 1500.00
Group A Total (Add Items 1-4)				\$ 21375.00
Group B: Equipment Hourly Rate				
Awardee-owned, Leased or rented equipment with operators , per hour for all of the following equipment to include any required operators and transportation to the sites.				
ITEM NO.	DESCRIPTION	HOURLY LABOR RATE	ESTIMATED HOURS	TOTAL
1	Boom Truck (35-45 ton)	\$ 100.00	12	\$ 1200.00
2	Crane (55-60 ton)	\$ 140.00	12	\$ 1680.00
Group B Total (Add Items 1-2)				\$ 2880.00
Group C: Equipment and Parts				
Parts and Materials including the Supply and installation of new AC Units: In this section, the City has indicated the estimated annual expenditure for parts and materials are \$20,000.00. Bidders are to provide a percentage mark up from cost for parts and materials. Ancillary items are at no cost to the City.				
Multiply \$20,000.00 X Percentage of Mark-Up for Equipment & Parts <u>20</u> % =				\$ 24,000.00
GROUP A + GROUP B + GROUP C = OVERALL ESTIMATED ANNUAL TOTAL				\$ <u>48,225.00</u>
Estimated usage is for bid evaluation purposes and shall not be construed as a guarantee of materials/hours. Actual hours and/or service needed will vary depending upon priorities and budgeting				
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				

Company Name Florida Mechanical LLC

All Prices will remain firm for a period of sixty (60) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price. City shall not pay any service charges or fees for Pcard transactions. By checking yes above, all payments will be paid by the pcard method of payment.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDA # _____

Name of individual submitting Bid: Todd Fuller

Email address: tfuller@flamch.com Ph: 561-222-0434

AUTHORIZED SIGNATURE: _____


Kenneth Morgan, Managing Member

ATTACHMENT A
INSURANCE REQUIREMENTS

1. The successful proposer shall not commence any work in connection with the contract for services until the professional has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability
2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Professional and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Professional shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Professional shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Professional. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$100,000 Each Accident, \$100,000 Each Disease/Employee and \$100,000 Each Disease/Maximum.
4. Commercial General Liability: The Professional shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits.
5. Installation Floater: An Installation Floater in the amount equal to 100 percent of the value of the items to be installed is required when Builders Risk Insurance is not appropriate and there are materials/equipment to be installed. Examples include: air conditioning equipment, boilers, lighting equipment and similar items. The Installation Floater usually is the only satisfactory method of providing coverage for the installation of expensive equipment in an existing building or at a work site. Coverage must be written on an all risk basis, and the City of Stuart must be listed as an additional insured. All deductibles are the responsibility of the Contractor and must not exceed \$10,000. Thirty (30) days written notice must be provided to the City via certified mail in the event of cancellation or material change or modification or lapse in any coverage required herein.
6. Business Automobile: The Professional shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than \$500,000.00 including Owned, Hired, and Non-Owned. This insurance shall also insure the City to the same limits.
7. Certificates of Insurance: the Professional upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
 - (a) The name of the insured Professional, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

ATTACHMENT B
EXPERIENCE OF BIDDER

Contractors must provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Contractor is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.

#1	Agency	St. Lucie Public Schools
	Address	327 NW Commerce Park Drive
	City, State, ZIP	Port Saint Lucie, Florida 34986
	Contact Person	Jim Babington
	Telephone	772-340-4818
	Date(s) of Contract	2014-2018
	Dollar Value of Contract	480,000.00 as to date over the term of the contract so far
#2	Agency	Breakers Row I
	Address	One South County Road
	City, State, ZIP	Palm Beach, Florida 33480
	Contact Person	Ron McBrayer
	Telephone	561-650-1862
	Date(s) of Contract	2014 - 2018
	Dollar Value of Contract	\$19442.00
#3	Agency	Palm Beach Jewish Federation
	Address	One Harvard Circle, Suite 100
	City, State, ZIP	West Palm Beach, Florida 33409
	Contact Person	Ron Vosatka
	Telephone	561-478-0700
	Date(s) of Contract	2018 - 2023
	Dollar Value of Contract	\$84,000.00 with annually with a 2% increase each year

Company Name Florida Mechanical LLC

ATTACHMENT C

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA
by: Kenneth Morgan Managing Member
(*print individual's name and title*)
for: Florida Mechanical LLC
(*print name of entity submitting sworn statement*)
whose business address is: 3615 Fiscal Court Riviera Beach, FL 33404
and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3214824
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

Signature

Sworn to and subscribed before me this 25 day of April, 2018.

Personally known X OR Produced Identification _____

Robert L. Horsfield

Notary Public – State of Florida

Type of Identification _____

My Commission Expires: _____

SEAL OR STAMP



ROBERTA L. HORSFIELD
MY COMMISSION # FF 168086
EXPIRES: October 22, 2018
Bonded Thru Budget Notary Services

Company Name Florida Mechanical LLC

ATTACHMENT D

SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 4-25-2018 FOR: Florida Mechanical LLC
(Witness) (Firm Name)

Charles G. Holmes BY: [Signature]
(Witness) (Signature)

[Signature] Managing Member
(Witness) (Title)

(Corporate Attest by Secretary)

(Affix Seal)

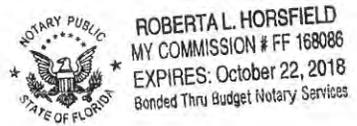
Sworn to and subscribed before me this 25 day of April, 2018,

known to me, or identified as Kenneth Morgan

in the City of Riviera Beach, County of Palm Beach, State of Florida.

Signed: [Signature] Notary Public

My Commission Expires: _____ (Affix Seal)



ATTACHMENT E
SUBCONTRACTORS LIST
 (Check one of the two boxes below)

- I DO INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Fill in the form below)*
 I DO NOT INTEND TO USE SUBCONTRACTORS ON THIS PROJECT. *(Ignore the form below)*

The bidder proposes to use the following subcontractors on this project. The bidder shall list all proposed subcontractors that he/she intends to use or do business with during the course of this project no more than 25% of any portion of this contract for any reason. The Bidder will make additions, deletions or substitutions only with the permission of the City of Stuart and after sufficient prior written notification.

1 Hunter Merchant Crane 907 Angle Road Fort Pierce , FL 34957 772-461-6147 .05%

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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2

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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3

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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4

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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5

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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6

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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7

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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8

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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9

Subcontractor Firm Name	Address	Telephone No.	Percentage of Work
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Company Name: Florida Mechanical LLC

ATTACHMENT F

WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million (\$1,000,000) Dollars for property damage and One Million (\$1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That if is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this

warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this April 25, 2018



CONTRACTOR: Florida Mechanical LLC

BY: _____

ATTEST:

Secretary
(Certificates of Insurance attached)

ATTACHMENT G
QUESTIONNAIRE FORM
THIS IS A FILLABLE FORM ONLINE AND AVAILABLE FOR DOWNLOAD AND
SUBMISSION

Part A - Minimum Qualifications & Experience: Information provided shall fully explain the firm's qualifications and experience of their Organization to provide HVAC Repair, Replacement and Installation services for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

1. Contractor shall have a minimum of five years of experience specializing in HVAC replacement, and repairs as described in scope of work that can be verified? Provide supporting documentation below or as an attachment. _____
2. Contractor must submit proof of current licenses to perform work as specified. Copy of licenses are included Yes
3. Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida. Yes
4. Bidder shall comply with Business Tax Receipt requirements for their business location, if required. A copy of the business tax receipt or proof of exemption must be included with the submittal package. Yes
5. Contractor shall provide an assigned Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.

Full Time Supervisor assigned to this project:

Ed D. Edwards Service Mgr
Name: _____ Title _____ Day Telephone Number/Cellular/Pager Number 561-248-4225
561-863-3442 edwards@flamech.com
Fax: _____ Email: _____ Co. Website: flamech.com

13 Number of Years with Firm 40 Years of Technical Experience

10 Number of Years of Management Experience in overseeing staff

Area(s) of Responsibility: All Technical Certification/License obtained see att

6. Technician must be certified as an Universal Technician in Refrigerant Recovery and Trane certified with a minimum of five year's experience, specializing in heating, ventilating air conditioning control systems, including repair and replacement installations. Copy of certificates are included Yes

Technician assigned to this project:

Lenny Krzotte Service Supervisor
Name: _____ Title _____ Day Telephone Number/Cellular/Pager Number 561-722-9799
561-863-3442 krzotte@flamech.com
Fax: _____ Email: _____ Co. Website: flamech.com

10 Number of Years with Firm 40 Years of Technical Experience

Area(s) of Responsibility: All Technical Certification/License obtained yes

Part B – Other Information

1. How many years has your organization been in business as a contractor? 31
2. List of the manufacturer's equipment that firm is certified for replacement services?
Florida Mechanical is a full service mechanical contractor with support from Main Manufactures
3. Back-orders shall be made known to the City at time of order placement. Explanation of back-order procedures: City will be informed by verbal and email communications
4. Please specify what role Contractor will take with warranty claims? One Year parts & Labor
5. Please provide details or method of confirmation for orders received: email
6. Provide a list of contact person(s) name, telephone, fax and an email address (if applicable) for order placement, coordination of services, customer satisfaction, and days of operation and office hours; Monday to Friday and holidays and weekends if applicable: main 863-3606
7. Is extended warranty available, if so provide information? yes
8. List of equipment and facilities available to do the work. See Attached
9. Submission of Quality Control Program, yes
10. Contractor to provide details of uniform and identification worn by employees.
Shirts w/ Co logo and name tag badges. Trucks w/ Co Logo
11. List a summary of Dispatch methods used during normal business hours and after hours (radio, beepers, cellular phones etc.). Main office phone - Service dispatcher and cell phones
12. Approximately how many miles is your location from the City of Stuart? 30

ATTACHMENT H

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Questionnaire/Qualifications form included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are Submittal Forms completed and enclosed? Reference, Subcontractors, Safety Cert, etc.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Florida Mechanical LLC

ATTACHMENT I

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature Title

Telephone Number _____ Date _____



ATTACHMENT J
REQUEST FOR INFORMATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
SUBMIT WITH IRS FORM W-9

Dear Vendor:

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME Florida Mechanical LLC

DBA: _____

CORPORATE ADDRESS: 3615 Fiscal Court

CITY: Riviera Beach **STATE:** Florida **ZIP:** 33404

TELEPHONE: (561) 863-3606 **FAX:** (561) 863-3642 **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Robbi Horsfield **EMAIL ADDRESS:** rhorsfield@flamech.com

TYPE OF CERTIFICATION

- | | | |
|----------------------------------|--|--|
| 1. <input type="checkbox"/> MBE | 3. <input checked="" type="checkbox"/> SBA | 5. <input type="checkbox"/> DVBE |
| 2. <input type="checkbox"/> MWBE | 4. <input type="checkbox"/> SDB | 6. <input type="checkbox"/> Other: _____ |

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: 3615 Fiscal Court

CITY: Riviera Beach **STATE:** Florida **ZIP:** 33404

TELEPHONE: (561) 863-3606 **FAX:** (561) 863-3642 **ALTERNATE PHONE:** ()

COMPANY CONTACT NAME: Robbi Horsfield **EMAIL ADDRESS:** rhorsfield@flamech.com

TYPE OF ORGANIZATION

- | | | |
|--|---|--|
| 1. <input checked="" type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input checked="" type="checkbox"/> Other: <u>LLC</u> |

1099 REPORTING STATUS (Check One): Yes No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 20 - 3214824

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: Managing Member

Date: 4/25/2018 Phone: (561) 863-3606

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 **Florida Mechancial LLC**
 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3615 FISCAL COURT

6 City, state, and ZIP code
RIVIERA BEACH, FLORIDA 33404

7 List account number(s) here (optional)

Requester's name and address (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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

2	0	-	3	2	1	4	8	2	4
---	---	---	---	---	---	---	---	---	---

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER	
CMC1249562	

The MECHANICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MORGAN, KENNETH ALAN
FLORIDA MECHANICAL LLC
3615 FISCAL COURT
RIVIERA BEACH FL 33404



ISSUED: 06/13/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606130000852



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

3615 FISCAL CT
RIVIERA BEACH, FL 33404-1724

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0108 CW MECHANICAL CONTRACTOR	MORGAN KENNETH A	CMC1249562	B17 476595 - 07/10/17	\$264.60	B40128454

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

B1 - 511

FLORIDA MECHANICAL LLC
FLORIDA MECHANICAL LLC
3615 FISCAL CT
RIVIERA BEACH, FL 33404-1724



LBTR Number: 200806011
EXPIRES: SEPTEMBER 30, 2018

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

3615 FISCAL CT
RIVIERA BEACH, FL 33404-1724

Serving you.

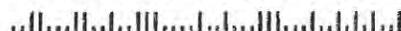
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0065 MECHANICAL CONTRACTOR	MORGAN KENNETH A	CMC1249562	B17 476594 - 07/10/17	\$27.50	B40128455

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

B3 - 510

FLORIDA MECHANICAL LLC
FLORIDA MECHANICAL LLC
3615 FISCAL CT
RIVIERA BEACH, FL 33404-1724



LBTR Number: 200806009
EXPIRES: SEPTEMBER 30, 2018

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2017

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

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

PRODUCER Brown & Brown Insurance - Vero Vero Division 817 Beachland Blvd Vero Beach, FL 32963 Dan Kross	CONTACT NAME: Myriam I. Beigel
	PHONE (A/C. No. Ext): 772-231-2828
	FAX (A/C. No.): 772-231-4413
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Florida Mechanical, LLC 3615 Fiscal Ct. Riviera Beach, FL 33404	INSURER A: FCCI Insurance Company
	INSURER B: FFVA Mutual Insurance Co
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR/INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL 0019065	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA 10003300	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		UMB100014010-01	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Retention \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC840-0032663-2017A	07/04/2017	07/04/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Heating and Air Conditioning Systems Or Equipment

CERTIFICATE HOLDER

City of Stuart
 Public Works Director
 121 SW Flagler Ave
 Stuart, FL 34994

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Florida Mechanical LLC

Firm's Capabilities

Overview

Florida Mechanical LLC offered services were outlined under Evaluation 1. In addition Florida Mechanical LLC has competitive advantages in areas of pipe fabrication where we can pre-fabricate piping and even equipment installation on skids prior to installing at the project site. Florida Mechanical LLC has unique experience in ice storage systems and constructed schools for Indian River County School District and currently has an ongoing service contract with The Indian River School District for ice storage systems. The specific schools that we are providing service to in Indian River County are Storm Grove Middle School, Citrus Elementary School and Sebastian Elementary School. Florida Mechanical LLC has service capabilities for hot water and steam boilers and systems as well. Florida Mechanical LLC is an authorized installer for Johnson Controls Facility Explorer product line with the expertise to design, install, and commission and integrate DDC systems.

Design Capabilities

Florida Mechanical's design capabilities include complete in-house resources, certified, licensed and registered in all aspects of required documentation and performance. Florida Mechanical provides design services internally on fabrication projects including:

- (Pipe and Tank Fabrication (non-ASME)
- Power plant skids
- Refrigeration and glycol chiller skids
- Swing panels for juice transfer
- Chiller plant fabrication to pumps, cooling towers and chillers Containment piping for fuel oils, acids and caustic systems
- Pipe hangers and support systems
- Water cooled high temperature exhaust ducting system
- Ammonia sub cooler skids and under floor wammer skids

Florida Mechanical Facilities and Assets

Florida Mechanical's corporate office is located at 3615 Fiscal Court, Riviera Beach, Fl. We have 10,000 square feet of shop fabrication area, 2500 sq. ft. of office space and 1.5 acres of outside storage and lay down area for incoming equipment and outgoing pipe fabrication.

This amount of space gives us the ability to conduct multiple fabrication jobs simultaneously.

Our shop is equipped with the following:

Bridge crane and boom lifts

- Iron Worker (Edwards 75 overhead crane)
- (7) Welding stations
- AMADA Bandsaw -- Cuts up to 18 inch steel
- Plasma-cutter Upto-24-inch-pipe
- Automatic Positioners
- Orbital welders

Other Assets

Tools

Stake body truck, pickup trucks, boom/crane truck, fork & scissor lift

Edward A. DiVito

Service Manager

3615 Fiscal Court

Riviera Beach, FL 33404

561-863-3606

Edivito@flamech.com

EXPERIENCE

- 2006– Present Service Manager: Florida Mechanical, Riviera Beach, FL
Responsible for oversight and management of service department.
Quoting and estimating service related commercial jobs, overseeing service technicians.
- 1992 – 2006 Service Project Manager: South Florida Trane
2001-2006 – Service Project Manager. Responsible for service project jobs ranging from \$5,000-\$50,000 and also managed all service contract work awarded to South Florida Trane.
1992-2001 – Service Technician. Responsible for repairs and troubleshooting of centrifugal chillers and air conditioning equipment produced by the Trane Company.
- 1990-1992 Service Technician: Hill York, West Palm Beach, FL
Responsible for repairs and troubleshooting of centrifugal chillers and air conditioning equipment.

EDUCATION

- 1969-1972 Associates degree in Air Conditioning , Refrigeration and Heating
Macomb Community College, Warren, Michigan

LICENSES/CERTIFICATIONS

- Certificate of Completion- Refrigerant Transition and Recovery Certification Program
Various Certifications in Electronics

Military Service

- US Air Force: Honorable Discharge

Lenny Bzotte

17147 88th Road North Loxahatchee, Florida 33470 www.lennybvac@gmail.com

Work History:

Service Journeyman

Employed (12/2008 – Present)

Florida Mechanical LLC. (Local #630)

Riviera Beach, Florida

Lead Technician: Service repair and installation of commercial air conditioning and refrigeration systems to include split systems, package units, exhaust fans, cooling towers, heat exchangers and pumps. Service, repair, troubleshoot and annual inspections on centrifugal and screw chillers. Centrifugal chiller overhauls, chill water and condenser water pump rebuilds. Lead Technician for The Breakers Hotel chiller plant, Breakers Row One chiller plant, Century Village wpb chiller plant, Palm Beach Ice Works chiller plant (Ice Hockey Rink). Service, repair and install vfd's and control systems.

Training Coordinator

Promoted (2006 – 12/2008)

Hill York Service Inc. (Local #630)

West Palm Beach, Florida

Job Responsibility: Worked with service technicians at the job location. Service and repairs on commercial air conditioning and refrigeration equipment including package and split systems as well as air and water cooled centrifugal, screw and recipicating chillers while training and evaluating the technicians at the West Palm Beach, Sarasota, Tampa and Daytona locations. Schedule outside training from local vendors for group training, schedule and facilitate after hours technical training classes at the West Palm Beach location. Also served as a key member on the Tactical Safety Team. Facilitated monthly safety meetings at the West Palm Beach, Melbourne, Daytona, Sarasota & Tampa locations and was available to handle any customer or service emergencies as needed.

- *Due to the bad economy the Training Department was dissolved in December 2008.*

Service Field Supervisor

Promoted (2005 – 2006)

Hill York Service Inc. (Local #630)

West Palm Beach, Florida

As Service Field Supervisor, I serviced and maintained Centrifugal, Screw and Recip. chiller plants for customers such as, Palm Beach Atlantic University, City Place and Jupiter Medical Center. I was responsible for all Centrifugal and air cooled Chiller annuals and PM's on the Palm Beach County Chiller maintenance contract. Supported all service technicians on the job and by phone 24 – 7 and dealt directly with customers in order to keep a good working relationship.

Service Journeyman

Employed (2004 – 2005)

Hill York Service Inc. (Local #630)

West Palm Beach, Florida

Lead Technician: Service and maintain centrifugal, screw and recip chillers. Also service and maintain cooling towers, pumps, motors, boilers, variable frequency drives, controls, exhaust fans, air driers and air compressors.

Service Journeyman

Employed (1997 – 2004)

John C. Cassidy Inc. (Local #630)

West Palm Beach, Florida

Lead Technician: Service and repair of air and water cooled chillers, package units, split systems, water source heat pumps cooling towers, cooling tower water treatment control, boilers, exhaust fans, pumps, motors, reach-in coolers, walk-in coolers, wine coolers, controls pneumatic and ddc, vfd's, air compressors and air driers.

Owner / Qualifier (1986 – 1997)

Lenny's Air Conditioning Service Inc.

Tamarac, Florida

Service and replacement of commercial and residential air conditioning and refrigeration equipment. Design and install A/C and refrigeration systems for Dental and Medical build outs. Service and repair split systems, package unit's water source heat pumps cooling towers, pumps and controls.

Service Apprentice / Journeyman

Employed (1978 – 1986)

Jim & Dick's Air Conditioning Inc. (Local #725)

Hollywood, Florida

Commercial air conditioning and refrigeration service and installation.

Factory Training:

EST05R. Large and small monitoring systems.

Attended (October 6th – 10th 2008)

Liebert Educational Services

Orlando, Florida

Hands on factory training, Set-up, Service and Troubleshooting skills needed for start-up.

Controls and VFD Commissioning

Attended (December 2007)

Lennox Industries Inc.

Dallas, Texas

Hands on factory training. Basic IMC operation & troubleshooting. L Connection network zoning.
Factory VAV Commissioning training class.

YT / YK Centrifugal Chillers

Attended (Jan / Feb 2006)

York international Inc.

York Pennsylvania

YT / YK Centrifugal Chillers Fundamentals and Compressor Overhaul.

Q7 / E3 / VSF – 11 VFD.

Attended (April 11th -15th)

Toshiba International Inc.

Houston, Texas

40 hours of factory training in the set-up, troubleshooting and repair of the following Toshiba equipment:
VT130Q7 / VT130E3 Variable Frequency Drives. Warranty Certification: YES.

Circon Controls

Attended (May 2000)

Circon Systems Corporation

Richman, British Columbia, Canada

40 hours of factory controls training. Circon Introductory system training course.

Technical Training Certifications:

Trane, How to sell, for the Non-professional. WPB. Florida. May 10th 2007

Trane, Understanding Chill water Plant Design. WPB. Florida. May 16th 2006

United Association, UA Star Mastery Exam. Local # 725. March 11th 2006

Trane, Trane Centravac. Centrifugal Chillers WPB, Fl. September 14th 2005

Carrier, Tech – 5 Screw Liquid Chillers. Pompano, Florida February 21 – 23, 2005

Carrier, Commercial Controls II. Pompano, Florida March, 19th 2003

Carrier, Commercial Controls I. Pompano, Florida March, 18th 2003

Hoshizaki, Ice Machine Troubleshooting & Repair. Ft. Laud. February 14th 2002

Trane, Light Commercial Micro Control Systems. WPB, Florida March, 12th 2002

Trane, R410-A Refrigeration Course. WPB Florida. October, 9th 2001

Manitowoc, Ice machines & Reach-ins. Ft Laud. Florida. February 2nd 2002

Trane, System / Compressor Diagnostic Class. WPB. Florida December, 8th 1998

Trane, Variable Speed. WPB. Florida. November 17th 1998

Fred Pryor Seminars, Technical Person in a Leadership Role. Ft. laud. October, 20th 1998

Trane, R-Series Screw Chillers. WPB. Florida. November, 5th 1997

Job Safety Certifications:

J.J. Keller, Forklift Operator Safety Training. LP Gas. WPB, Florida. November 29th 2006

OSHA 10 Hour, Construction Safety & Health. WPB, Florida February 8th 2006

National Safety Council, Coaching the Van Driver II. WPB, Florida. October 27th 2004

License:

State Of Florida, Air Conditioning Contractor # CAC 041210. March 1987

Broward County, Mechanical Contractor # CMC 586. July 1985

Broward County, Mechanical Journeyman # CMJ 797. May 1982

Ferris State University, Universal Refrigerant Recovery # 000289077 April 14th 1997

Ferris State University, Certificate of Proctor Registration. April 27th 2006

Ferris State University, R410-A Certification # 04864523801-10. August 2008



Mainstream Engineering Corporation
By this Certificate Warrants that
STEPHEN HEBERLE

has shown competency and fitness to practice Refrigerant Recycling, Recovery and Reclamation and has complied with all requirements of the Environmental Protection Agency Clean Air Act; therefore by virtue of the powers vested in Mainstream Engineering Corporation by the U. S. Environmental Protection Agency, Mainstream Engineering Corporation hereby issues this

EPA Section 608 Universal Certification
Certification Number:
P4F05001ADE664A80

as Required by 40 CFR Part 82, Subpart F subject to the powers of revocation by the EPA.

Print Certificate

Mainstream Engineering Corporation
Technician Certification



HVAC Technician Certification
EPA Clean Air Section 608
Program Certification Date: Jan. 26, 1994
STEPHEN D HEBERLE
P4F05001ADE664A80
has been certified as Technician Type: Universal
as Required by 40CFR Part 82, Subpart F

Refrigerant Transition and Recovery Certification Program
Certificate of Completion



Air Conditioning Contractors of America

LEONARD F BZOTTE III
has been certified as

FERRIS STATE
UNIVERSITY



UNIVERSAL
technician as required by
40 CFR Part 82, Subpart F

267374402
Certification Number

EPA Program Approval: October 18, 1993