

To: The Honorable Mayor and Council

From: Alberto Destrade, Purchasing Director 

Date: December 13, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A FIRST OPTION TO RENEW A/C REPAIR & MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COOL-BREEZE AIR CONDITIONING CORPORATION, FOR THE PREVENTIVE MAINTENANCE AND ON-CALL REPAIR SERVICES OF ALL AIR CONDITIONING SYSTEMS AND CENTRAL UNITS OPERATING IN CITY FACILITIES, ON AN AS NEEDED, WHEN NEEDED BASIS, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BIDS NO. 02-13-14 AIR CONDITIONING REPAIR & MAINTENANCE SERVICES CITY-WIDE, FOR A PERIOD OF ONE (1) YEAR AT A COST NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

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**RECOMMENDATION**

Staff is requesting that the Mayor and City Council exercise the first option to renew the agreement between the City and Cool-Breeze Air Conditioning Corporation (Cool-Breeze) for an additional year to continue providing the City with preventative maintenance and on-call repair services of all air conditioning systems and central units operating in City facilities, at a not-to-exceed amount of \$80,000 per year.

**BACKGROUND**

On October 23, 2013, the City advertised "Invitation For Bid (IFB) No. 02-13-14 for City-Wide Air Conditioning Repair & Maintenance Services" soliciting bids from qualified and experienced vendors. In response to this Solicitation the City received a total of four (4) bid submittals. Following the review and evaluation of the submittals, Cool-Breeze was approved for award by the City Manager. The City subsequently entered into an agreement with Cool-Breeze on January 9, 2014 for an initial two-year term for the period commencing January 1, 2014 through December 31, 2016.

In order to ensure that the City continues to have a reliable source of repair and maintenance services for air conditioning units at all City facilities, staff is recommending that the Mayor and City Council approve the first option to renew of the contract with Cool-Breeze under the same terms and conditions.

**FUNDING SOURCE**

Funding for this project will be allocated from the General Fund.

**Attachments**

Resolution

City Agreement with Cool-Breeze Air Conditioning Corporation

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE A FIRST OPTION TO RENEW A/C REPAIR & MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COOL-BREEZE AIR CONDITIONING CORPORATION, FOR THE PREVENTIVE MAINTENANCE AND ON-CALL REPAIR SERVICES OF ALL AIR CONDITIONING SYSTEMS AND CENTRAL UNITS OPERATING IN CITY FACILITIES, ON AN AS NEEDED, WHEN NEEDED BASIS, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION FOR BIDS NO. 02-13-14 AIR CONDITIONING REPAIR & MAINTENANCE SERVICES CITY-WIDE, FOR A PERIOD OF ONE (1) YEAR AT A COST NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on October 23, 2013, the City of North Miami (“City”) advertised *Invitation for Bids No. 02-13-14 Air Conditioning Repair & Maintenance Services City-Wide* (“IFB”), seeking a qualified air conditioning contractor for the preventive maintenance and on-call repair services of all air conditioning systems and central units operating in City buildings, in accordance with the terms, conditions, and specifications contained in the IFB (collectively referred hereto as “Services”); and

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

**WHEREAS**, on or about January 9, 2014, the City and Contractor entered into an A/C Repair & Maintenance Agreement for the provision of Services at a cost of Eighty Thousand Dollars (\$80,000.00) per year, for the period commencing January 1, 2014 through December 31, 2016 (“Agreement”); and

**WHEREAS**, the Agreement also contained the option to renew for two (2) additional periods on a year-to-year basis, with the mutual consent of both parties and with the same pricing, terms, and conditions under the Agreement; and

**WHEREAS**, City administration needs the continuation of Services for the period commencing January 1, 2017 through December 31, 2017, to allow for the proper conduct and operation of City business in City owned facilities (“First Option”); and

**WHEREAS**, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the terms conditions and specifications contained in the Contract Documents at the original cost to the City; and

**WHEREAS**, the Mayor and City Council find that the execution of a First Option to renew Agreement with Contractor for the provision of Services, serves the public health, safety and welfare.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**      **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to execute a First Option to renew A/C Repair & Maintenance Services Agreement between the City of North Miami and Cool-Breeze Air Conditioning Corporation, for the preventive maintenance and on-call repair services of all air conditioning systems and central units operating in City facilities, on an as needed, when needed basis, in accordance with the terms, conditions and specifications contained in the *Invitation for Bids No. 02-13-14 Air Conditioning Repair & Maintenance Services City-Wide*, for a period of one (1) year at a cost not to exceed Eighty Thousand Dollars (\$80,000.00).

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

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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DR. SMITH JOSEPH  
MAYOR

ATTEST:

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MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**CITY OF NORTH MIAMI**  
**A/C REPAIR & MAINTENANCE SERVICES AGREEMENT**  
**(Invitation for Bids No. 02-13-14)**

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

**RECITALS**

**WHEREAS**, on October 23, 2013, the City of North Miami ("City") advertised *Invitation for Bids No. 02-13-14 Air Conditioning Repair & Maintenance Services City-Wide* ("IFB"), seeking a qualified air conditioning contractor for the preventive maintenance and on-call repair services of all air conditioning systems and central units operating in City buildings, in accordance with the terms, conditions, and specifications contained in the IFB ("Services"); and

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

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

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to enter into this Agreement with Contractor for the provision of prompt, efficient and cost effective Services City-wide.

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

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 - CONTRACT DOCUMENTS**

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

2.1.1 City's *Invitation for Bids No. 02-13-14 Air Conditioning Repair & Maintenance Services City-Wide*, attached hereto by reference;

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

2.1.3 City's tabulation of responding air conditioning contractors, dated November 19, 2013, attached hereto as "Exhibit B";

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

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

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The IFB.

### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 Subject to authorized adjustments, the Initial Term of this Agreement shall be a period of three (3) years commencing January 1, 2014, through December 31, 2016, unless terminated earlier by the City ("Initial Term"). Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely provision of Services shall be regarded as a material breach of this Agreement and Contractor shall be subject to the appropriate remedies available at law.

3.2 Following the Initial Term, the City shall have the option to renew this Agreement in writing for two (2) additional periods, on a year-to-year basis.

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

### **ARTICLE 4 – COMPENSATION TO CONTRACTOR**

4.1 The Contractor shall be compensated an amount not to exceed Eighty Thousand and no/100 Dollars (\$80,000.00) per year. This amount shall remain fixed for the duration of the Initial Term period.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

**ARTICLE 5 - SCOPE OF SERVICES**

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

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

**ARTICLE 6 - CITY'S TERMINATION RIGHTS**

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

**ARTICLE 7 - NOTICES**

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

To Contractor: Cool-Breeze Air Conditioning Corporation  
Attn: Frank D. Crawley  
13120 SW 130<sup>th</sup> Terrace  
Miami, FL 33186  
Phone: (305) 226-2665  
Fax: (305) 253-4420

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

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

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

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

#### **ARTICLE 8 - INDEPENDENT CONTRACTOR**

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

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

#### **ARTICLE 9 - CONFLICTS OF INTEREST**

9.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

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

#### **ARTICLE 10 - DEFAULT**

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

#### **ARTICLE 11 - PUBLIC RECORDS**

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

## **ARTICLE 12 - INDEMNIFICATION**

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

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

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

## **ARTICLE 13 - INSURANCE**

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

## **ARTICLE 14 - FORCE MAJEURE**

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Contract Documents by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

### **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

Corporate Secretary or Witness:

"Contractor"

By: \_\_\_\_\_

By: Frank D. Cawley

Print Name: \_\_\_\_\_

Print Name: Frank D. Cawley

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

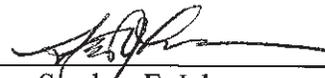
Date: 1/9/14

ATTEST:

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

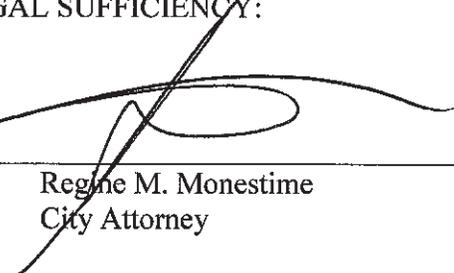
By: 

Michael A. Etienne  
City Clerk

By: 

Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 

Regine M. Monestime  
City Attorney

**Price Proposal Form  
IFB 02-13-14  
A/C Repair & Maintenance Services**

**1. Monthly Equipment Maintenance**

ITEM	LOCATION OF A/C UNITS	UNITS PER FACILITY	BID PRICE PER LOCATION
A	City Hall 776 NE 125 <sup>th</sup> Street	7	\$ 841.00 / Per month
B	Bldg & Zoning 12340 NE 8 <sup>th</sup> Ave	1	\$ 79.00 / Per month
C	Comm. Planning & Development 12400 NE 8 <sup>th</sup> Ave	3	\$ 233.00 / Per month
D	North Miami Public Library 835 NE 132 <sup>nd</sup> Street	3	\$ 300.00 / Per month
E	Museum of Contemporary Art 770 NE 125 <sup>th</sup> Street	1	\$ 657.00 / Per month
F	Public Works Motor Pool 1895 NE 142 <sup>nd</sup> Street	1	\$ 79.00 / Per month
G	Public Works Norman Winson Water Plant 12098 NW 11 <sup>th</sup> Avenue	1	\$ 79.00 / Per month
H	Public Works Utility Ops. Center 1815 NE 150 <sup>th</sup> Street	5	\$ 555.00 / Per month
I	Parks & Recreation Administrative Offices 12330 NE 8 <sup>th</sup> Avenue	4	\$ 395.00 / Per month
J	Parks & Recreation Operation Center 12181 NE 13 <sup>th</sup> Avenue	2	\$ 158.00 / Per month
K	Parks & Recreation Joe Celestin Center 1525 NW 135 <sup>th</sup> Street	5	\$ 395.00 / Per month
L	Parks & Recreation Sunkist Grove Community Center 12500 NW 13 <sup>th</sup> Avenue	1	\$ 158.00 / Per month
M	Parks & Recreation Keystone Community Center 13050 Ixora Court	2	\$ 200.00 / Per month
N	Parks & Recreation Enchanted Forrest Community Center 1725 NE 135 <sup>th</sup> Street	2	\$ 158.00 / Per month

O	<b>Parks &amp; Recreation</b> Gwen Margolis Community Center 1590 NE 123 <sup>rd</sup> Street	2	\$ 79.00 / Per month
P	<b>Parks &amp; Recreation</b> Sans Souci Tennis Center 1795 Sans Souci Blvd	1	\$ 79.00 / Per month
Q	<b>Parks &amp; Recreation</b> Griffing Adult Center 12220 Griffing Blvd	2	\$ 158.00 / Per month
R	<b>Parks &amp; Recreation</b> Judson Community Center 12100 NW 16 <sup>th</sup> Avenue	1	\$ 79.00 / Per month
S	<b>Police Department</b> Administrative Bldg 700 NE 124 <sup>th</sup> Street	1	\$ 1,550.00 / Per month With Filter Replacement
			\$ 1,419.00 / Per month Without Filter Replacement
T	<b>Police Department</b> Crime Scene Modular Building 740 NE 124 <sup>th</sup> Street	2	\$ 158.00 / Per month
U	<b>Police Department</b> Code Enforcement Modular Bldg 12330 NE 8 <sup>th</sup> Avenue	2	\$ 158.00 / Per month
<b>TOTAL BID PRICE PER MONTH</b>			
w / Filter Replacement for Police Dept			\$ 6,548.00 / Per month
w/o Filter Replacement for the Police Dept			\$ 4,417.00 / Per month

## 2. Additional Services

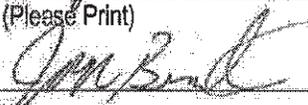
1	<b>Percentage Off Replacement Parts</b> Including but not limited to compressors, condenser coils, evaporator coils <b>No Charge shall be made for parts and/or materials on Item (1) A through U</b>	<u>25</u> %
2	<b>Hourly labor rates</b> Listed below will be for repairs of HAVC equipment not specified. <b>No charge will be made for labor on Item (1) A through U</b>  <b>Hourly Labor Rate #1</b> <b>(Monday - Friday 7:30 a.m - 5:00 p.m.)</b>	

	A. Technician	\$ <u>85.00</u>
	B. Helper	\$ <u>70.00</u>
	<b>Hourly Labor Rate #2 (Overtime, Emergency Svc., Weekends)</b>	
	A. Technician	\$ <u>127.00</u>
	B. Helper	\$ <u>110.00</u>
3	<b>Duct Cleaning</b> (Include cleaning of all supply and return ducts. Specify if quoting per system or per linear foot of duct)	1-5 TONS - \$800.00 \$ <u>5-10 TONS - \$1,000.00</u> 10-20 TONS - \$3,200.00

**Vendors must bid on ALL items to be considered RESPONSIVE.**

1. The price listed in the Bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and product requested by the City of North Miami.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining sale contract signature and approval.
3. I understand and agree to be bound by the conditions contained in the Invitation For Bid and shall conform with all requirements of the Invitation for Bid.

Name: Jorge Benitez  
(Please Print)

Offeror Signature:  Title: Sales Representative Date: 11/19/13

**BID SUBMITTAL FOR:**  
02-13-14  
A/C Repair & Maintenance Services

FEIN NO.: 615-0101110131017

(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number.

- LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of the General Terms and Conditions of this Solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming Bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.
- OR**
- WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming Bidder meets the requirements for Workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.
- OR**
- SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.) Place a check here only if affirming Bidder meets the requirements for subcontractor Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.

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

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

FIRM NAME: Cool-Breeze Air Conditioning, Corp.  
STREET ADDRESS: 13120 SW 130<sup>th</sup> Terr.  
CITY/STATE/ZIP CODE: Miami, FL 33186  
TELEPHONE NO. 305-226-2665 FAX NO. 305-253-4420  
E-MAIL: lorq@cool-breezeac.com

**By signing this document the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting contract**

AUTHORIZED SIGNATURE: [Signature] Date: 11/19/13  
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT  
PRINT NAME OF AFFIANT: Frank O'Craney  
TITLE OF OFFICER: President

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