



INVITATION FOR BIDS

Air Conditioning Repair & Maintenance Services City-Wide

IFB No. 02-13-14

MANDATORY WALK – THRU DATE AND TIME

2-DAY WALK-THRU NOVEMBER 12TH & 13TH, 2013

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

THURSDAY, NOVEMBER 14TH, 2013 AT 2:00PM

RESPONSE SUBMISSION DATE AND TIME

TUESDAY, NOVEMBER 19TH, 2013 AT 3:00 PM (LOCAL TIME)

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

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

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 02-12-13

Contact Person: Ruby Crenshaw-Johnson

Email: rcrenshaw@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015



INVITATION FOR BID

The City of North Miami is seeking qualified Air Conditioning Contractors to submit Bids for the preventative maintenance and on-call repair maintenance for the air conditioning systems and central units within municipal buildings for the City of North Miami, Florida.

BID SUBMISSION

Please submit an original Bid, one (1) CD or USB Flash Drive and three (3) copies in response to this Invitation for Bid (IFB). The Bids are to be submitted in a sealed envelope bearing the name of the Proposer, and the address as well as the title of the IFB no later than 3:00 P.M. local time **Tuesday, November 19th, 2013** at which time they will be opened and read in the Council Chambers by the Procurement Director. Bids received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids:

IFB No. 02-13-14

Air Conditioning Repair & Maintenance Service – City Wide

A Performance Bond in the amount of 100% is required for this Bid. ***(Required at award)***

The City's tentative schedule for this Invitation to Bid is as follows:

Advertisement Date:	October 23, 2013
Opening of Bids:	November 19, 2013
Cut- off Date for Questions:	November 14, 2013
Bid Review:	November 20 – 22, 2013
Award / Council Approval:	TBD

PRE-BID CONFERENCE - MANDATORY

A 2-day mandatory pre-bid conference will be held on **Tuesday & Wednesday, November 12th & 13th, 2013 at 10:00 AM** at North Miami City Hall 776 N.E. 125th Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this Solicitation followed by a site tour. **Respondents must attend both days to be considered responsive to this ITB. All vendors must have photo ID to enter into certain areas of the City.**

Vendors are requested to bring this Solicitation document to the conference, as additional copies will not be available.

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

Copies of this Bid Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document No. 02-13-14 or may be purchased for a non-refundable fee of \$25.00 for a hard copy or \$5.00 for a CD from the Purchasing Department, 776 N E 125th Street, North Miami, Florida 33161.

FOR INFORMATION

For information on this Invitation for Bid, contact the Purchasing Department, (305) 893-6511 ext. 12131.

ACCEPTANCE AND REJECTIONS

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

Please be advised that the Bid(s) are issued subject to the City of North Miami Code Section 2-312 prohibiting certain communications with the City as completely specified in General Conditions of the Bid(s).

We look forward to your active participation in this Solicitation.

Sincerely,

Ruby C. Johnson

Ruby C. Johnson, CPPO
Procurement Director

TABLE OF CONTENTS

Section / Title

Section 1	Scope of Work
Section 2	Special Conditions
Section 3	Contract Forms / Bid Check List
	A-1 Public Entity Crimes Affidavit
	A-2 Non-Collusive Certificate
	A-3 Local Preference Certification (If applicable)
	A-4 Questionnaire
	A-5 Acknowledgement of Addenda
	A-6 Proposer's Disclosure of Subcontractors and Suppliers
	A-7 Insurance Requirements
	A-8 Statement of No Response (if applicable)
	A-10 Performance Bond (<i>Required at Award</i>)
	A-14 References

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

<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

Section 4	Attachment A – Maintenance Checklist Bid Form Bid Check List
Section 5	General Terms & Conditions

SECTION 1.0 SCOPE OF WORK

1.1 PURPOSE

The purpose of this Bid is to establish a contract for preventative and on-call repair maintenance for all air conditioning systems and central units from a source(s) that will give prompt and efficient service. The maintenance contract shall include all electronic controls, pumps, motors and mechanical equipment, both indoors and outdoors. In addition, this contract shall also include furnishing all labor, equipment, materials and expertise as required in performing air conditioning services for the City-wide municipal locations as specified herein,

The City further seeks a firm that is a willing participant in the City's goal to develop employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code 1244.

The Proposer will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer (See Section 5.32).

1.2 SCOPE OF SERVICES

Visual inspections, preventative maintenance and repairs shall be performed the first week of every month for the life of the contract.

1.2.1 Inspections, preventative maintenance and repairs shall include, but not be limited to the following:

- a) Clean and/or replace filters at all locations. Filters must be polyester media or pleated and of correct size and thickness, as required by manufacturer's specifications (*see additional requirements for the Police Department below*).
- b) Grease and lubricate all motors, bearing and all other applicable items.
- c) Check all controls for proper settings and cleanliness (i.e. thermostat, clocks, etc.).
- d) Check all refrigerant pressures to be in the proper operating ranges.
- e) Check all voltages to be in the proper operating ranges.
- f) Check all electrical connections for corrosion and that contacts are secure.
- g) Check for temperature drop across the coils.
- h) Check belt tension and condition of belts; replace when needed.
- i) Check for signs of refrigerant leaks.
- j) Check for proper amperage draws on all compressors and motors.
- k) Clean all drain pans and condensate lines; add chlorine tablets or equivalent, when required.
- l) Check conditions of evaporator and condenser coils for cleanliness.
- m) Where applicable, check oil levels and change oil when required per Manufacturer's specifications.
- n) Remove any / all debris from inside and around the units.
- o) Clean all equipment, especially the evaporator and condenser coils.
- p) Check dampers, damper activators and linkages.

- q) Maintain chiller pumps according to manufacturers' specifications.
 - r) Where applicable, prior to winter, check operability of heat strips .
 - s) Replacement of any consumable item required for maintenance including, but not limited to, filters, belts and hoses shall be included in your monthly costs. (Note: compressors, evaporator coils and condenser coils are not considered consumables).
 - t) Replacement parts, relating to preventative maintenance or repairs shall be of new manufacture and of original manufacturer or equal. Upon completion of service or repair, the unit shall operate at maximum efficiency.
- 1.2.2 The Contractor shall provide professional assistance to the City pertinent to operational aspects of the units in terms of viability, etc.
- 1.2.3 The Contractor must adhere to the set monthly maintenance schedule.
- 1.2.4 Duct work is not included in this Scope of Services and therefore, should not be included in the monthly costs.
- 1.2.5 If the use of a crane is required at any time, for any repairs, it shall be at the expense of the Contractor. This cost should NOT be included in the monthly costs herein.

1.3 POLICE DEPARTMENT FILTER REPLACEMENT REQUIREMENTS

The Police Department located at 700 NE 124th Street requires the following services for filters:

Air Handler Filters Replacement (Rooftop Unit):

- Main Filters – Replaced Annually
- Secondary Filters – Semi-Annually
- Fresh Air Vent Insect Screen – Annually

Vi Box Filter Replacement (Located throughout the interior of the building on all 4 floors):

- Vi Box Filters – Replaced twice a year and some are replaced three times a year depending on condition and area.

Please provide two (2) proposals for the Police Department Administrative Services Bldg **ONLY:**

1. With Filter Replacement (**See Attachment B – Filter Inventory for PD**)
2. Without Filter Replacement

1.4 SECURITY (SIGN-IN / CHECKLISTS)

Sign-in sheets will be located with an “authorized representative” at each location. The Contractor MUST sign-in and sign-out on each visit. If these sheets are not properly filled out, payment will not be processed for the dates the sign-in sheets are not recorded properly. Contractors will be notified, at the time of award, where the sign-in sheets will be located for each facility.

Completed maintenance checklist(s) **MUST** be submitted with maintenance work order with the designated representative upon completion of the maintenance and / or service at each location.

In the case where no person is available to sign off on the maintenance personnel work order, the work order and checklist are to be faxed to the authorized representative within 24 hours for verification of services rendered.

1.5 QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified herein. The City shall monitor the Contractor's performance under this contract using the quality assurance procedures submitted. **One (1) copy of the Contractor's basic quality control program shall be submitted with the Bid Form.** The program should include, but not be limited to:

- An inspection system covering all the services as required in Scope of Services.
- A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
- A file of all inspections conducted by the Contractor and the corrective action to be taken. This document shall be made available to the City during the term of the contract.

All questions concerning the quality or acceptability of materials used or the work to be performed and the manner of performance and progress made shall be determined by the City's Authorized Representative.

1.6 RESPONSE TIME

For on-call repair, response time shall not exceed four (4) hours from the time the call is placed to the Contractor. Failure to respond to a service call within the specified time will result in the Contractor paying for any and all costs incurred by the City in securing a secondary vendor to perform the repairs.

Any and all work completed by the Contractor that is considered unsatisfactory to the City's authorized representative, shall be reported to the Purchasing Department. The Purchasing Agent shall address these issues, in writing, to the Contractor. All required corrections shall be completed within twenty-four (24) hours after notice has been given to the Contractor.

1.7 MONTHLY CHECKLISTS AND REPORTS

Awarded Contractor must complete a monthly maintenance checklist and report per air conditioning unit. (Sample of checklist that is to be submitted is included as **Attachment A**).

Upon completion of maintenance, the completed check lists, which shall accompany Contractors work ticket, must be submitted to City authorized location representative for verification and approval.

If at any time, the Contractor finds any conditions that require immediate attention, the Contractor shall immediately notify the City's authorized representative

All parts or consumable items that are replaced should be itemized on the report and priced according to hourly rate and percentage over vendor invoice for replacement parts as identified on the **Bid Submittal Form - Item 2**

Sign-in and sign-out method for tracking work performed is applicable to all non-maintenance repairs or replacements.

Should any repairs or replacement work exceed an estimated amount of \$1,000.00, work must be approved through either a PO separate from the contract or written authorization from a City representative before work can commence.

A company supervisor must inspect field service maintenance work every 3 months minimum and provide a supervisory work inspection report to be submitted with invoice or payment shall be withheld until report is received and verified by City representative.

1.8 HOURLY RATES

Due to the nature of operations of many of the facilities of the City, there will be numerous times that work cannot be performed, or emergencies will occur at times which are not considered normal business hours, Monday through Friday, 7:30 a.m – 5:00p.m. When work is scheduled in advance by the City of North Miami at hours other than normal business hours, no overtime will be permitted, as the contractor is expected to shift his work schedule accordingly.

- **Hourly Rate #1** is defined as normally scheduled service, Monday-Friday, 7:30 a.m - 5:00 p.m. Hourly rate shall include all labor and travel charges.
- **Hourly Rate #2** is defined as Overtime, Emergency Service, Weekends and Holidays. **Emergency Service calls require a minimum four (4) hour response time.** When emergencies occur after 4:00 p.m. on normal workdays and service is requested and the work goes beyond 6:00 p.m., all work performed after 6:00 p.m. will be at the overtime rate. Similar emergency work before and up to 7:30 a.m. will be at the overtime rate.

If the contractor fails to provide the emergency service within four hours from the time of receiving the call, the contractor will be required to perform the service and credit the City for the labor cost equal to the number of hours the contractor delayed the installation and /or service.

1.9 MARK-UP FROM VERIFIED INVOICE

Bidders shall state in their Bid, a percentage over cost (Contractor's Invoice) for non-consumable replacement parts, such as compressors, evaporators, that are NOT included under the maintenance requirements. The replacement of compressors and evaporators will be included in the resulting contract, but shall not be included in the monthly maintenance charges. The City reserves the right to seek individual pricing for the replacement of compressors and evaporators. The awarded Bidder shall be responsible for submitting a copy of their invoice for each individual repair item exceeding \$100.00. (Consumable items, that are to be covered under the maintenance contract such as filters, etc., are excluded.)

1.10 EQUIPMENT INVENTORY / LOCATION

Facility, Location, City Representative		Manufacturer / Model No. & Type
City Hall – 776 NE 125th Street, North Miami, FL – Hoyt Jackson		
1.	Lunchroom-2 nd Fl. Balcony	Rheem RAMC-036JA1 / Condenser
2.	Lunchroom	Rheem REAB1410B45 / Air Handler
3.	Basement-2 nd FL. Balcony	H1CE090A25 / Condenser
4.	Basement-2 nd Fl. Balcony	H1CE090A25A / Condenser
5.	Basement	York KIEU180A33A / Air Handler
6.	2 nd Floor	Trane TWE240B300EL / Air Handler
7.	2 nd Floor	Trane CEX240A25A / Air Handler
8.	2 nd Floor Balcony	Trane TTA090300 / Condenser
9.	2 nd Floor Balcony	Trane TTA090300 / Condenser
10.	2 nd Floor Balcony	Trane TTA090300 / Condenser
11.	2 nd Floor Balcony	Trane TTA090300 / Condenser
12.	3 rd Floor Balcony	38AUZA08085A0A0A0 / Condenser
13.	2 nd Floor Balcony	38AUZA08A085A0A0A0 / Condenser
14.	2 nd Floor	40RUAA16A2A6A0A0A0 / Air Handler
15.	4 th Floor-Roof	Trane TTA150B300EA / Condenser
16.	4 th Floor-Roof	Trane TTA150B300EA / Condenser
17.	4 th Floor	Trane TWE180B300EL / Air Handler
18.	4 th Floor	Trane TWE180B300EL / Air Handler
Building & Zoning Modular Building – 12340 NE 8th Ave –Hoyt Jackson		
19.	North Side of Bldg.	Trane 4A7C3060A300BB – Air Handler / TWF060P13FBO-Z305 / Condenser
Community Planning & Development Modular Building –12400 NE 8th Ave – Hoyt Jackson		
20.	South Side of Bldg.	Rheem 13AJN24A01 / RBHP17J06SHI Air Handler / Condenser #1
21.	South Side of Bldg.	Rheem 13AJN24A01 / RHSL-HM2417JA Air Handler / Condenser #2
22.	North Side of Bldg.	Rheem REAB1005 / RAJC-024JAS Air Handler / Condenser #3
North Miami Public Library – 835 NE 132nd Street– Hoyt Jackson		
23.	Left Side Lobby	Trane 00DB31880 / Air Handler

24.	Right Side Lobby	Trane WB2408300 / Air Handler
25.	Assembly Room	Trane CCDE06A9CM / Air Handler
26.	South Side	Trane TTA180C300 / Condenser
27.	South Side	Trane TTA180C300 / Condenser
28.	South Side	Trane BTA120C300K1 / Condenser
29.	South Side	Trane TTA120A300FA / Condenser
Museum of Contemporary Art—770 NE 125th St.—Alan Waufile		
30.	Rear of Building	York YCAL0080EC17XCASDTXL / Chiller
31.	Rear of Building	York CSI565VFC18x13 /Air Handler 1
32.	Rear of Gallery	York CS1565VFC18x13/Air Handler 2
33.	Rear of Gallery	York CS1565VFC18x13/Air Handler 3
34.	Pavilion Gallery	York CS5325VFC9x6/ Air Handler 4
35.	Pavilion Gallery	York C5325VFC9x6/ Air Handler 5
36.	MOCA Gift Shop	TBA / Air Handler 6
37.	Admin. Rooftop	York P125FC100460 / Air Handler 7
Public Works / Motor Pool – 1895 NE 142nd Street –Hoyt Jackson		
38.	Roof	Trane-Package TCD090C300
Public Works / Norman Winson Water Plant – 12098 NW 11th Ave – Hoyt Jackson		
39.	Office	Rheem RHSL-HM-3617A
Public Works / Utility Ops Center-1815 NE 150th St. - Hoyt Jackson		
40.	Carpenter Shop	Ruud UAM060JAZ / Condenser
41.	Carpenter Shop	Ruud UBEA24J10 / Air Handler
42.	Telemetry Closet	Classic MRHENC12ASA
43.	Electric Shop	Rheem RAKA060JAZ / Condenser
44.	Electric Shop	Rheem RBHC-24J11NFB / Air Handler
45.	Lunch Room	Rheem RAKA-060JAZ / Condenser
46.	Lunch Room	Rheem RBHA24J11NUBAI / Air Handler
47.	Meter Room	Goodman GSC130603AC / Condenser
48.	Meter Room	Rheem RAKA060CAS / Condenser
49.	Meter Room	Rheem RHLA-HM6024JA / Air Handler
50.	Meter Room	Rheem RBHC-24J11SFB / Air Handler

Parks & Recreation / Administrative Office – 12300 NE 8th Avenue – Ron Jackson		
51.	Two units	(2) Rheem - REAB1005BUST / Handler
52.	Three units	(3) Rheem - RAJC024JAS4811 / Condenser
53.		Rheem - RAKA024JAZ5882
Parks & Recreation / Parks Operation Center – 12181 NE 13th Avenue - Ron Jackson		
54.	Office	Rheem - RBEA-21J10SUJAI / Handler
55.	Office	Trane - 2TTA3048A3000AA Condenser
56.	Butler Building	Rheem - RBEA-24J10SUBAI / Handler
57.	Butler Building	Rheem - RAKA-060CAS / Condenser
Parks & Recreation / Joe Celestin Center – 1525 NW 135 Street – Ron Jackson		
58.	Gymnasium	FC-3 - Model# 40MVC009-101
59.	Gymnasium	AHU-1 - Model# 39MN21D020YWZ11XFS
60.	Gymnasium	Micro Metl - Model# EVEGEEA490KFOB
61.	Two Units - Roof	(2) Micro Metl - Model# EVDDCCB490KFOB
62.	Two Units - Roof	(2) Carrier - Model# 38AUZA08A0B6A0A0A0A0
63.	Roof	Carrier – Model #50PG-C12-AK60T-H
64.	Roof	Carrier – Model #50PG-C12-AK60S-H
65.	Roof	Carrier – Model #39MW12D020YX11FS
66.	Roof	Carrier – Model # 38MVC009---101
Parks & Recreation / Sunkist Grove Community Center – 12500 NW 13th Ave.-Ron Jackson		
67.	Roof	Goodman PCO36-3B / Package Unit
68.	Inside	York K3EV12QA33B / Air Handler
69.	Inside	Trane TTAIZOA300FA / Condenser
Parks & Recreation / Keystone Community Center –13050 Ixora Court--Ron Jackson		
70.	Two Units - Ceiling	(2) Trane – 7054LKTIV / Air Handler
71.	West	Trane – 7062MFC5F / Condenser
72.	West	Trane – 7062LT25F / Condenser
Parks & Recreation / Enchanted Forest Community Center - 1725 NE 135th Street--Ron Jackson		
73.	Two Units - Inside	(2) Janitrol A42-08C / Air Handler
74.	North Side	Goodman GSC 130361 BA / Condenser
75.	North Side	Goodman GSC 130361 DE / Condenser
Parks & Recreation / Gwen Margolis Community Center - 1590 NE 123rd Street - Ron Jackson		
76.	Two Units - North East Side	(2) York KE1U180A33A / Air Handler
77.	North East Side	(4) Trane TTA090A300FA / Condenser

Parks & Recreation / Sans Souci Tennis Center – 1795 Sans Souci Blvd – Ron Jackson		
78.	South	Trane – 2TEC3F36B1000AA / Air Handler
79.	South	Trane – 2TTB3O36A1000AA / Condenser
Parks & Recreation / Griffing Adult Center –12220 Griffing Blvd., FL –Ron Jackson		
80.	Two Units	(2) Trane TWE060A300BB / Air Handler
81.	Two Units	(2) Trane 2TTA0060A300AA / Condenser
Parks & Recreation / Judson Community Center – 12100 NW 16 Avenue – Ron Jackson		
82.		Rheem - Model# RBHP-25RCHL / Handler
83.		Rheem: Model# 13AJN60A01 / Condenser
Police Department / Administration Building 700 NE 124th Street – Jorge Manresa		
84.	Roof	YCAL0090EC4XBADBT / Chiller
Police Department / Crime Scene Modular Building 740 NW 124th Street – Jorge Manresa		
85.		BARD WA36A1-A10
86.		BARD WA36A1-A10
Police Department / Code Enforcement Modular Building -12330 NE 8th Ave. – Jorge Manresa		
87.		BARD Package Unit W36A1-A10
88.		BARD Package Unit W36A1-A10

- End of Section 1 -

SECTION 2.0 SPECIAL CONDITIONS

2.1 **PURPOSE**

The purpose of this Bid is to establish a contract, by means of sealed Bids, for preventative and on-call repair maintenance for all air conditioning systems and central units from a source(s) that will give prompt and efficient service.

2.2 **BIDDER QUALIFICATIONS**

In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified work.

- Must possess a State of Florida Class "A" Air Conditioning Contractors License or Mechanical Contractors License
- Provide a minimum of three (3) references indicating that the Bidder has serviced similar type, size and complexity of Air Conditioning services
- Evidence shall include all information necessary to certify that the Bidder maintains a permanent place of business;
- Have available the organization and qualified manpower to do the work.

2.3 **TERM OF CONTRACT**

The initial contract period shall commence on the date of award and shall remain in effect for a period of three (3) years.

Providing the Contractor agrees to maintain the same terms and conditions of the current contract, the City of North Miami may extend this contract for an additional one (1) year period. Such option will be exercised, if at all, subject to vendor's acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract.

No price increase will be accepted during the initial three (3) year contract period. Renewal terms allow for a request for an increase, at the time of renewal. Approved increases will take effect in October of each year and should be submitted 60 days prior for review and approval.

2.4 **METHOD OF AWARD**

Award of this Bid may be made to the lowest responsive, responsible Bidder whose Bid, qualifications and references demonstrates to be the most advantageous to the City of North Miami. Vendors must submit pricing for all items to be responsive

The City reserves the right to award to more than one Bidder.

2.5 **PRE-BID MEETING- MANDATORY**

A 2-day mandatory pre-bid conference will be held on **Tuesday & Wednesday, November 14th, 2013 at 10:00 AM** in North Miami City Hall 776 N.E. 125th Street North Miami, FL 33161; City Council Chambers to discuss the special conditions and specifications included within this Solicitation. **Respondents must attend both days to be considered responsive to this ITB. All vendors must have photo ID to enter into certain areas of the City. The City will NOT provide transportation for site visitations.**

Vendors are requested to bring this Solicitation document to the meeting, as additional copies may not be available.

2.6 PAYMENT

Upon completion of work, the successful bidder will be required to submit a completed checklist (as provided in IFB) to the City's authorized representative. Payment will be made based upon the City's representative's verification and approval of the completed work.

2.7 ADDITIONS/DELETIONS OF FACILITIES

Although this Solicitation identifies specific facilities/areas to be serviced, it is hereby agreed and understood that additional facilities may be added/deleted to/for, this contract at the option of the City. When an addition to the contract is required, successful Bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible Bidder(s) meeting specifications in the best interest of the City.

2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a contract under this Bid Solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.9 SITE INSPECTION

Prior to submitting the Bid, Bidder is required to visit the site of the proposed work and to become familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.10 INSURANCE

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

- 2.10.1 Worker's Compensation Insurance – as required by law
- 2.10.2 Employer's Liability Insurance - \$1,000,000 per occurrence
- 2.10.3 General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury
- 2.10.4 Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage

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

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

2.11 CONTACT PERSON

For any additional information regarding the specifications and requirements of this Bid, contact: Ruby Crenshaw-Johnson via facsimile: (305) 891-1015 or email at rcrenshaw@northmiamifl.gov.

2.12 BID CLARIFICATION

Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, FAX: (305) 891-1015. The Bid title/number shall be referenced on all correspondence. All questions must be received no later than **Thursday, November 14th, 2013**. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.13 FAILURE TO PERFORM

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

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

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

2.14 PERFORMANCE BOND

The successful Bidder will be required to furnish to the City of North Miami, a Performance Bond and Payment Bond for 100% of the total Bid submitted, to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with Section 287.0935 Florida Statutes; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of North Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Bidder.

2.15 LIQUIDATED DAMAGES

If the successful Bidder(s) fails to complete the work within five (5) consecutive calendar days, it is understood that \$350.00 per consecutive calendar day will be deducted, as liquidated damages, for each day beyond the specified completion time. The City may, in lieu of the above, notify the Bidder to cease work and the City will complete the work. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the contract consideration and shall be an obligation of the Bidder.

2.16 CONDITIONS OF WORK

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Bidder in a manner acceptable to the City of North Miami. Such property shall include but not limited to: approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, bollards etc.

2.17 PROTECTION

Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

2.18 HOURS OF WORK

Bidder will perform work Monday through Friday from 7:30 a.m. to 5:00 p.m., excluding holidays unless prior approval is given by the City. No weekend work is permitted. Hours beyond those allotted must be requested in writing and approved by the City of North Miami.

2.19 EMPLOYEES

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the Bidder shall be considered to be at all times the sole employees of the contactor, under the Bidder's sole direction, and not an employee or agent of the City of North Miami. The Bidder shall supply competent and physically capable employees and the City may require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

Bidder shall assign an "On Duty" supervisor who speaks, writes and reads English.

2.20 WARRANTY

The successful Bidder will be required to warranty all work performed for a minimum of one (1) year.

2.21 PERMITS

All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site.

2.22 PRODUCT INFORMATION

All Bidders must submit product information on the items they propose to furnish on this Bid if different from products specified. Any Bid not containing this information may be rejected for that reason.

2.23 EQUAL PRODUCT, MANUFACTURER'S PRODUCT

Where equal is proposed, Bid must be accompanied by complete product information sheet. The City shall be the sole judge of the acceptability of the product in conformance with the Bid Specifications and its decision shall be final.

2.24 LATE BIDS

The City of North Miami cannot accept Bids received after opening time and encourages early submittal.

2.25 EXCEPTIONS TO SPECIFICATIONS

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

2.26 CONFLICTS OF INTEREST

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

2.27 SOLICITATION CONDITIONS

2.27.1 THE CITY OPTIONS

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

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

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

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

2.27.2 RULES, REGULATIONS, AND REQUIREMENTS

All Respondents shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this Solicitation and to providing the services described herein.

2.27.3 CHANGE OF PROPOSAL

Any Respondent, who desires to change his/her Proposal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Respondent's name and the Solicitation # shall appear on the envelope.

2.27.4 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn prior to the date and hour of the Proposal opening. Any Proposal not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the Proposal opening, to provide the proposed services.

2.27.5 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

2.27.6 CONTRACT AWARD

Any contract resulting from this Solicitation will be in the form acceptable to the City and shall remain in effect until construction Work has received 100% acceptance by the City.

2.28 VENDOR REGISTRATION

The awarded Respondent shall be a registered vendor with the City for the duration of the Agreement. In becoming a registered vendor, the Respondents confirms its knowledge of and commitment to comply with the City's Procurement Ordinance, under Chapter 7, Article III, as amended, which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Respondents may view the City's Procurement Ordinance at www.northmiamifl.gov/purchasing

2.29 REVIEW OF PROPOSALS

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

2.30 PROPOSAL SUBMITTAL/ADDENDUMS

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

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

2.31 NON-RESPONSIVE PROPOSALS

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

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

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

2.32 COMMUNITY BENEFITS PLAN

The Successful Firm will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Firm will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Firm shall also be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Firms are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Firm, as a precondition to the execution of any agreement. The Successful Firm's Community Benefits Plan shall be incorporated into and shall become a part of the Contract entered into between the City and the selected Firm.

2.33 PROPOSAL OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd

floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

2.34 CONTRACTOR OBLIGATIONS

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

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

2.35 ATTORNEYS' FEES

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

- END OF SECTION 2 -

Section 3.0 CONTRACT FORMS

3.1 BID FORMAT – DOCUMENTS REQUIRED WITH BID SUBMITTAL

To be considered a valid Bid, Bidders must provide an **ORIGINAL, ONE (1) CD or USB FLASH DRIVE AND THREE (3) COPIES** of the Bid and the Bid Form and must be filled in completely in a sealed envelope in the following format:

- Section 1 Price Proposal (*See Section 4 - Bid Form*)
- Section 2 Bidder's Qualifications (*See Section 2.2*)
- Section 3 Required Forms
 - A-1 Public Entity Crimes Affidavit
 - A-2 Non- Collusive Certificate
 - A-3 Local Preference Form (*If Applicable*)
 - A-4 Questionnaire
 - A-6 Proposer's Disclosure of Subcontractors and Suppliers
 - A-7 Insurance Requirements
 - A-10 Performance Bond (*Required at Award*)
 - A-14 References

All of our forms are fill-in able and can be found on our website at:
<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

**SECTION 4.0
ATTACHMENT A
MONTHLY MAINTENANCE CHECKLIST**

DATE:	MODEL:		
LOCATION OF UNIT:	SERIAL #:		
MANUFACTURER/TYPE:	FLOOR:		
MONTHLY MAINTENANCE CHECKLIST & REPORT			
	Completed ✓		Comments
	Yes	No	
Cleaned and/or replaced filters at location?			
Greased and lubricated all motors, bearings, etc.?			
Checked all controls for proper settings?			
Checked all refrigerant pressures to be in the proper operating ranges?			
Checked voltages are in proper operating range?			
Checked all electrical connections for corrosion? Contacts are secure?			
Checked for temperature drop across coils?			
Checked belt tension and condition of belts? Replaced when needed?			
Checked for signs of refrigerant leaks?			
Checked for proper amperage draw on all compressors and motors?			
Cleaned all drain pans and condensate lines? Added chlorine tablets or equivalent to drain pans?			
Cleaned condenser coils?			
Cleaned Air Handler unit and evaporator coils?			
Cleaned debris (leaves, etc.) from inside & around compressor unit?			
Checked oil levels and changed oil?			
Checked dampers, damper activators, linkages?			
Maintain chiller pumps as per manuf. spec.?			
Checked operability of heat strips?			

Replacement Parts used?

During monthly maintenance, visual inspections are required. If the Contractor finds any conditions that require immediate attention, the Contractor shall immediately notify the City's authorized representative.

Name of Technician Completing Services

City Authorized Representative Approval

Date

Date

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

FEIN NO. : ____/____-____/____/____/____/____/____/____

(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: _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL _____

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

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

PRINT NAME OF AFFIANT _____

TITLE OF OFFICER _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF 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.

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 th Street	7	\$ / Per month
B	Bldg & Zoning 12340 NE 8 th Ave	1	\$ / Per month
C	Comm. Planning & Development 12400 NE 8 th Ave	3	\$ / Per month
D	North Miami Public Library 835 NE 132 nd Street	3	\$ / Per month
E	Museum of Contemporary Art 770 NE 125 th Street	1	\$ / Per month
F	Public Works Motor Pool 1895 NE 142 nd Street	1	\$ / Per month
G	Public Works Norman Winson Water Plant 12098 NW 11 th Avenue	1	\$ / Per month
H	Public Works Utility Ops. Center 1815 NE 150 th Street	5	\$ / Per month
I	Parks & Recreation Administrative Offices 12330 NE 8 th Avenue	4	\$ / Per month
J	Parks & Recreation Operation Center 12181 NE 13 th Avenue	2	\$ / Per month
K	Parks & Recreation Joe Celestin Center 1525 NW 135 th Street	5	\$ / Per month
L	Parks & Recreation Sunkist Grove Community Center 12500 NW 13 th Avenue	1	\$ / Per month
M	Parks & Recreation Keystone Community Center 13050 Ixora Court	2	\$ / Per month
N	Parks & Recreation Enchanted Forrest Community Center 1725 NE 135 th Street	2	\$ / Per month

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

2. Additional Services

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

	A. Technician B. Helper Hourly Labor Rate #2 (Overtime, Emergency Svc., Weekends) A. Technician B. Helper	\$ _____ \$ _____ \$ _____ \$ _____
3	Duct Cleaning (Include cleaning of all supply and return ducts. Specify if quoting per system or per linear foot of duct)	\$ _____

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: (Please Print)

Offeror Signature Title: Date:

PROPOSAL CHECKLIST

Before submitting your Bid, please make sure of the following items are included in your Bid package:

SECTION	ITEMS	<i>Completed</i> ✓	
		Yes	No
Tab A	Bid Proposal Form		
	<ul style="list-style-type: none"> • All prices are included • Form is signed • Ensure that Local Preference is affirmed 		
Tab B	Certificates and Licenses are submitted		
	Qualifications are clearly defined		
Tab C	Required Forms are submitted		
	Ensure that forms are signed and notarized as required		
	Required Forms		
	A-1 Public Entity Crimes Affidavit		
	A-2 Non-Collusive Certificate		
	A-3, a or b Local Preference (if applicable)		
	A-4 Questionnaire		
	A-5 Acknowledgement of Addenda		
	A-6 Proposer’s Disclosure of Subcontractors and Suppliers		
	A-7 Insurance Requirements		
	A-14 References		
	All of our forms can be found on our website at:		
	http://www.northmiamifl.gov/business/purchasing/forms.asp .		
	These forms are fill –in forms. Please ensure to include all applicable forms with your Bid. All documents must be signed and notarized as required. Emailed forms will not be accepted.		
Ensure that one (1) original and three (3) copies are included along with a CD of your entire Bid			

SECTION 5.0 GENERAL TERMS & CONDITIONS

5.1 DEFINITIONS

- a) **"City."** The City of North Miami.
- b) **"Bidder", "Proposer" or "Respondent."** All contractors, consultants, organizations, firms or other entities submitting a response to this IFB.
- c) **"Contract"** a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- d) **"Contractor"** means the Bidder, Proposer or Respondent that received any award of Contract or Agreement from the City as a result of this Invitation to Bid.
- e) The word **"Department"** to mean a department of The City of North Miami.
- f) The word **"Proposal"** means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- g) The words **"Scope of Services" or "Scope of Work"** to mean section 1.0 of this Solicitation, which details the work to be performed by the contractor or consultant.
- h) The word **"Solicitation"** to mean this Invitation for Bid (IFB) document, and all associated addenda and attachments.
- i) The words **"Subcontractor" or "Sub-consultant"** to mean any person, firm, entity or organization, other than the employees of the contractor, who contracts with the contractor to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the contractor.

5.2 CITY OVERVIEW

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

The City currently has 450+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation,

public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

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

5.3 INVITATION

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

5.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

5.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR LIST

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

to the Respondent for any work or materials furnished.

5.6 LOBBYING

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

5.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Respondent, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

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

liability to the Respondent for any work or material furnished.

5.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

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

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

5.9 ORAL REPRESENTATION

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

5.10 ADDENDA

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

5.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements

at any time when determined to be in the best interest of the city.

5.12 PROTEST

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

Any Proposer who files a formal written protest pursuant to Section 7-158 City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

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

5.13 CONTRACT

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

5.14 DEVELOPMENT COSTS

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

5.15 TAX EXEMPT STATUS

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

5.16 RESPONSE SUBMISSION AND OPENING

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

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

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

5.17 ASSIGNMENT OF RESPONSE

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

5.18 WITHDRAWAL OF RESPONSE

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

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

5.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent

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

5.20 REJECTION OF RESPONSES

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

5.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

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

5.22 REVIEW OF PROPOSAL FOR RESPONSIVE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the IFB. A responsive Proposal is one which follows the requirements of

the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

5.23 CITY COUNCIL REVIEW

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

5.24 CONTRACT AWARD

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

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

5.25 CONE OF SILENCE

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

consultant are in writing or are made at a duly noticed public meeting.

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

5.26 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

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

5.27 BUSINESS ENTITY REGISTRATION

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

5.28 EXCEPTION TO THE IFB

Respondents may take exceptions to any of the terms of this IFB unless the IFB specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate

clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

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

5.29 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

5.30 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL VENDORS

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

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post

Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or

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

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

5.31 RULES, REGULATED AND LICENSING REQUIREMENTS

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

5.32 COMMUNITY BENEFITS PLAN

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

The Successful Proposer will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Successful Proposer shall be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide.

The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the successful Proposer, as a precondition to the execution of any agreement. The Successful Proposer's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

END OF SECTION 5

P.D. HVAC FILTER REPLACEMENT WORKSHEET

1st FLOOR		DATE	DATE	DATE	DATE	DATE	DATE
Vi BOX	FILTER SIZE	3/8/2011		April 9/12	1-9-13		
AT 1A	18 x 22	✓		✓	✓		
AT 1B	18 x 22	✓		✓	✓		
AT 2	18 x 22	✓		✓	✓		
AT 3	18 x 14	✓		✓	✓		
AT 4	18 x 14	✓		✓	✓		
AT 5	18 x 26	✓		✓	✓		
AT 6	18 x 22	✓		✓	✓		
AT 7	18 x 18	✓		✓	✓		
AT 8	18 x 26	✓		✓	✓		
AT 8A	18 x 14	✓		✓	✓		
AT 9	18 x 18	✓		✓	✓		
AT 10	18 x 14	✓		✓	✓		
AT 11	18 x 14	✓		✓	✓		
AT 12	18 x 14	✓		✓	✓		
AT 13	18 x 14	✓		✓	✓		
AT 14	No Filter	N/A	N/A	N/A	N/A	N/A	N/A

2nd FLOOR		DATE	DATE	DATE	DATE	DATE	DATE
Vi BOX	FILTER SIZE	3/8/2011		April 9/12	5/1/13		
AT 15	18 x 14	✓		✓	✓		
AT 16	18 x 14	✓		✓	✓		
AT 17	18 x 18	✓		✓	✓		
AT 18	18 x 18	✓		✓	✓		
AT 19	18 x 26	✓		✓	✓		
AT 20	18 x 22	✓		✓	✓		
AT 21	18 x 22	✓		✓	✓		

3rd FLOOR		DATE	DATE	DATE	DATE	DATE	DATE
Vi Box	FILTER SIZE	3/8/2011		April 9/12	1-9-13		
AT 22	18 x 14	✓		✓	✓		
AT 23	18 x 18	✓		✓	✓		
AT 24	18 x 14	✓		✓	✓		
AT 25	18 x 26	✓		✓	✓		
AT 26	18 x 22	✓		✓	✓		
AT 26A	18 x 18	✓		✓	✓		
AT 27	18 x 18	✓		✓	✓		
AT 28	18 x 18	✓		✓	✓		

P.D. HVAC FILTER REPLACEMENT WORKSHEET

4th FLOOR		DATE	DATE	DATE	DATE	DATE	DATE
Vi Box	FILTER SIZE	3/8/2011		April 9/12	January 4/13		
AT 29	18 x 22	✓		✓	✓		
AT 30	18 x 22	✓		✓	✓		
AT 31	18 x 18	✓		✓	✓		
AT 32	18 x 22	✓		✓	✓		
AT 33	18 x 18	✓		✓	✓		
AT 34	18 x 14	✓		✓	✓		
AT 35	18 x 18	✓		✓	✓		
AT 36	18 x 22	✓		✓	✓		
AT 37	18 x 18	✓		✓	✓		

1st FLOOR	2nd FLOOR	3rd FLOOR	4th FLOOR	TOTAL
18 x 26 = 2	18 x 26 = 1	18 x 26 = 1	18 x 26 = 0	4
18 x 22 = 4	18 x 22 = 2	18 x 22 = 1	18 x 22 = 4	11
18 x 18 = 2	18 x 18 = 2	18 x 18 = 4	18 x 18 = 4	12
18 x 14 = 7	18 x 14 = 2	18 x 14 = 2	18 x 14 = 1	12

ROOF		DATE	DATE	DATE	DATE	DATE	DATE
FILTER SIZE	FILTER SIZE	3/8/2011		April 9/12	January 4/13		
Air Handler	24 x 24 x 2	✓		✓	✓		
Air Handler	24 x 24 x 12	✓		✓	✓		
		✓			✓		
		✓			✓		

ROOF TOTAL