



# CITY OF NEW PORT RICHEY

## BID NO. 17-012 HVAC PREVENTATIVE MAINTENANCE AND REPAIRS ANNUAL AWARD

### SUMMARY OF WORK

It is the intent of these specifications to obtain a licensed contractor to provide preventative maintenance service and repairs for heating, ventilation, and air conditioning equipment located in various facilities throughout New Port Richey.

The City of New Port Richey will receive sealed bids until 2:00 p.m., local time, on August 17, 2017 at the City Clerk's Office, 5919 Main Street, New Port Richey, Florida. Bids received after this time will not be accepted.

Bids will be publicly opened and read at 3:00 p.m. on August 18, 2017 in the City of New Port Richey Council Chambers, 5919 Main Street. All interested parties are invited to attend. Bidders shall submit three (3) complete copies of original bid form.

### INSURANCE COVERAGE

Is required for this project; please refer to the General Provisions.

### BID QUESTIONS

Email all questions to Mrs. Amanda Grisko - [Griskoa@cityofnewportrichey.org](mailto:Griskoa@cityofnewportrichey.org) by 3:00 p.m. on August 1, 2017. A single response addressing all questions will be e-mailed to all bidders of record that have submitted questions by 4:00 p.m. on August 4, 2017.

## **IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID GENERAL PROVISIONS**

These general terms and conditions of the bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

### **ACKNOWLEDGMENT OF ADDENDA**

Bidders shall acknowledge receipt of any addenda to the solicitation by identifying the addenda number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued addenda with the submitted bid. The acknowledgment must be received by the City by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addenda may result in bid rejection and disqualification. All contractors bidding this agreement may attend the pre-bid walk-through prior to bidding to familiarize themselves with the types and conditions of the equipment at each location systems so that they fully understand the scope of work prior to being awarded this contract.

The Contractor shall provide all labor, supervision, tools, materials, equipment, transportation, and management necessary to operate, maintain, repair, and make alterations to HVAC and associated equipment in accordance with the requirements specified herein. The work includes the performance of service work; recurring services such as preventive maintenance, and seasonal calibration/adjustment of equipment; periodic operational checks; and indefinite quantity work items for repair, alterations and maintenance.

### **DIRECT MATERIAL COSTS**

When materials and equipment needed for repair or replacement, and are beyond the traditional materials provided in the course of maintenance (i.e. filters, belts, grease, fittings, fuses, contactors, starting capacitors, etc. - or individual items costing less than \$100) exceed the pre-markup cost of \$999, the contractor shall present the owner with three comparable quotes from different sources and allow the owner to select the part or equipment to be purchased. Once purchased, the contractor shall present the original invoice to the owner, and apply the predetermine markup for the owner to pay.

### **PREVENTIVE MAINTENANCE INSPECTION AND SERVICE**

The Contractor shall perform preventive maintenance (PM) inspection and services on the equipment and systems in accordance with the procedures specified in this clause. PM consists primarily of inspection, cleaning, lubrication, adjustment, calibration of VAV's, and minor part and component replacement (filters, belts, hoses, fluids, hardware, etc.) as required minimizing malfunction, breakdown, and deterioration of equipment. PM is also for the identification and performance of any repairs required bringing the equipment up to the manufacturer's operating standards.

The Contractor shall submit a detailed schedule listing all equipment repairs. The schedule shall cover the entire term of the contract and shall include each specific piece of equipment for each facility and the checks and services that was performed as required by manufacture (e.g., monthly PM). The schedule shall be in a format such that the completion of each PM inspection may be indicated on the schedule.

To facilitate City verification of PM inspections, the Contractor shall date stamp or mark all replacement items such as filters, belts, etc., with the date changed. PM record cards or tags shall be attached by the Contractor, in a conspicuous location, to each item of equipment requiring PM during its initial inspection. The Contractor's mechanic shall initial and date these cards or tags upon completing each PM inspection, indicating that the scheduled PM has been completed. The following general requirements are applicable to and amplify the specific PM inspection requirements.

**NOTE:**

Contractor shall report all discrepancies not covered under the contract to the owner immediately.

**RECORDS AND REPORTS**

The Contractor shall maintain management, operation, and maintenance records and prepare management, operation, and maintenance reports. The Contractor shall maintain a completed work file for each structure. Each file shall contain a listing of all equipment by nomenclature and manufacturer's model number, as well as a copy of all completed Service Call work forms, minor job orders, and Preventive Maintenance Inspection Record forms; and other information pertaining to the facility and/or installed equipment and systems. All documents shall be provided within ten (10) calendar days of the completed transaction including the Preventive Maintenance Inspection Record forms and reports to the owner.

**INSURANCE REQUIREMENTS**

Prior to contract signing, the contractor must furnish Certificates of General Liability, Vehicle Liability, and Workman's Compensation Insurance in amounts not less than \$1,000,000 to the City. All insurance coverage shall be written by companies licensed to do business in Florida and shall be administered by a Florida registered agent.

**SITE LOCATIONS**

Contact: Gordon Carr

Phone: 727-841-4546

E-mail: [carrg@cityofnewportrichey.org](mailto:carrg@cityofnewportrichey.org)

**CITY HALL**

5919 Main Street

Chiller: Carrier 77.5 Ton Rotary Scroll

**LIBRARY**

5939 Main Street

Chiller: Carrier 55 Ton

**FIRE STATION #1**

6333 Madison Street

**RECREATION CENTER**

6630 Van Buren Street

Chiller: Trane 170 Ton

**POLICE DEPARTMENT**

6739 Adams Street

PUBLIC WORKS

6132 Pine Hill Road  
Port Richey, FL 34668

WATER TREATMENT PLANT

9747 DeCubellis Road  
Contact: John McKeon  
Phone: 727-841-4570  
E-mail: [McKeonJ@cityofnewportrichey.org](mailto:McKeonJ@cityofnewportrichey.org)

WASTEWATER TREATMENT PLANT

4730 Main Street  
Contact: Roger Goodwin  
Phone: 727-841-4568  
E-mail: [GoodwinR@cityofnewportrichey.org](mailto:GoodwinR@cityofnewportrichey.org)

## EQUIPMENT LIST

### City Hall

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
CH1	Trane		Air Cooled Reciprocating Chiller		Whole Building
CHWP-1 & 2			Chilled Water Pump		Whole Building
AHU1	Trane		VAV Air Handler, CHW Coil, VFD, Mixed Air Path		
AHU2	Trane		VAV Air Handler, CHW Coil, VFD, Mixed Air Path		
AHU3	Trane		VAV Air Handler, CHW Coil, VFD, Mixed Air Path		
ACU1	Trane	4TTR7060A1000 -TAM7B0C60H51SC	Trane DX Split System (5 ton)	2014	Data Room
ACU2	Trane	4TTR7048A1000 -TAM7A0C48H41SD	Trane DX Split System (4 ton)	2014	Data Room
VAVs 28			Press .Ind. Fan Powered Air Terminal w/Elec Rht		Various Zones
Exh Fans 11			Exhaust Fans		Various
EMCS	Johnson Controls	Facility Explorer	Tridium Niagara FX60 w/MSTP & N2 Controllers		

## Library

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
CH1	Trane		Air Cooled Reciprocating Chiller		Whole Building
CHWP-1 & 2			Chilled Water Pump		Whole Building
AHU1	Trane		VAV Air Handler, CHW Coil, VFD, Mixed Air Path		Whole Building
ACU1	Mitsubishi	MS-A12WA/MU-A12WA	Mini-Split System (1 ton)	2014	Data Closet - 1st Flr
VAVs 16			Press .Ind. Fan Powered Air Terminal w/Elec Rht		Various Zones
Exh Fans 2			Exhaust Fans		General/Restroom
EMCS	Johnson Controls	Facility Explorer	Tridium Niagara FX30 w/MSTP & N2 Controllers		

## Fire Station #1

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
ACU1	Trane XR		5 TON Split Unit		2nd Floor
ACU2	Trane XR16		5 TON Split Unit		Office Area

## Recreation Center

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
CH1			Air Cooled Reciprocating Chiller		Whole Building
CHWP-1 & 2			Chilled Water Pump		Whole Building
AHU1			VAV Air Handler, CHW Coil, VFD, Mixed Air Path		Office
AHU2			VAV Air Handler, CHW Coil, VFD, Mixed Air Path		Multi-Purpose Rooms
AHU3			VAV Air Handler, CHW Coil, VFD, Mixed Air Path		Locker Rm & Workout
AHU4			SZ Air Handler, CHW Coil, VFD, Mixed Air Path		Gymnasium
AHU5			SZ Air Handler, CHW Coil, VFD, Mixed Air Path		Gymnasium
VAVs 6			Pressure Independent Air Terminal w/Elec Rht		Multi-Purpose Rooms
Exh Fans 4			Exhaust Fans		Various
EMCS	Johnson Controls	Metasys	NAE w/MSTP Controllers		

## Police Department

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
AHU1	McQuay	5EJ0706C/RCS06F078C	VAV Air Handler, DX Coil, VFD, Mixed Air Path	2014	North side
AHU2	McQuay	5EJ0906B/RCS06F078C	VAV Air Handler, DX Coil, VFD, Mixed Air Path	2014	South side
OAU1	DessertAire	ROC0399A4F	100% OA Air Handler, DX Coil, Hot Gas Reheat	2002	Whole building
ACU1			Mini-Split DX System		Data Room
VAVs 21	Enviro-Tec	SDR-EH-x	Pressure Independent Air Terminal w/Elec Rht	2002	Various Zones
Exh Fans 15			Exhaust Fans		Various
EMCS	Johnson Controls	Facility Explorer	Tridium Niagara FX30 w/MSTP & N2 Controllers		
			Alerton VAV Terminal Controllers (BacTalk)		

## Public Works

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
AHU1			VAV Air Handler, DX Coil, VFD, Mixed Air Path		Northwest end
AHU2			VAV Air Handler, DX Coil, VFD, Mixed Air Path		Southeast end
ACU3			Ductless Mini-Split DX System		Data Distribution
ACU4			Ductless Mini-Split DX System		Data Distribution
VAVs 22			Pressure Independent Air Terminal w/Elec Rht		Various Zones
Exh Fans 7			Exhaust & Supply Fans		Various

EMCS KMC/Kruter

## Water Treatment Plant

SYSTEM	MANUFACTURER	MODEL #	DESCRIPTION	MAN. DATE	AREA SERVED
ACU1	Trane XE1000	TWR018C100A4	Heat Pump		Communication
ACU2	Rheem	RPLNL-060JAZ	Split Unit Straight Cool		Lab & Office

## Wastewater Treatment Plant

<b>SYSTEM</b>	<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>DESCRIPTION</b>	<b>MAN. DATE</b>	<b>AREA SERVED</b>
ACU1	Carrier Air Source	40RUQA08A2	Florida Heat Pump	2012	Lab & Office

# BID ALTERNATES

Location	Manufacturer	Serial #	Air Handler	Serial #	MFG Date
Peace Hall	Trane TTA120D300AA				
6431 Circle Blvd	Trane 4TTB3060D100DA				
	Trane				
Senior Center	Trane TTAO90G300AA	17095M01yA	TWE090A300EL	8344GLBD	3-2017
6640 Van Buren Ave	Trane XB13-2TTB3024A100AA	8365Woj3F	2TEC3F24B1000AA	8375K221V	9-2008
	Trane TTAO90G300AA	8321TML3F	2TEC3F24B1000AA	8371NEK1V	9-2008
	Trane TTAO90G300AA	8365WU83F	TWE090A300EL	8344LGLBD	9-2008
	Trane XB13 2TTB3024A100AA	8372P9F3F	2TEC3F24B1000AA	8355yTT1V8	9-2008
	Trane TTA090300FA	8354PNYAO	TE090A300EL	8344LGLBD	8-2008
Incubator	Trane TTA120D300AA	14472mGRYA	TWE120D300AB		11-2014
6345 Grand Blvd	Trane 4TTB3060D100DA	14142Auu5E	Goodman ARUF37C14AA		4-2014
	Dankin DX145N0361AA	1502630610			
	Dankin DX145N0361AA	1502630612			
Fire Station #2	Rheem RCBA2457A514	M4296	Condenser: RAKA -037JAZ		
6121 High St	Rheem 3765A517	MO397	RAKA024JAZ		
	Rheem RCBA6089A524	M4796	RAKA060JAZ		

### ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to City all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of New Port Richey under the said contract.

### APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

### ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City of New Port Richey.

### AWARD

Consideration for award will be by proximity to specifications given, costs, and time of delivery. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids.

### BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

### BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation. The bidder's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by the City no later than ten (10) calendar days prior to the bid opening date. The letter from the bidder shall state clearly, and in detail, the basis for such concern(s) or request(s). An interpretation of the bid invitation document will be made only by addendum duly issued to each party receiving a bid invitation. All such addenda shall become part of the contract documents. The City shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

### BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

### BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations

will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

#### BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids.

#### BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

#### BID RECEIPT AND OPENING

Bids received after the due date and time or not on the bid form will not be accepted. It is the responsibility of the bidder to ensure that bids arrive at the designated place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files.

#### BID WITHDRAWAL

Bids may not be changed after the bid closing time. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City and claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to the City; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with the City of New Port Richey.

#### CANCELLATION

The City of New Port Richey reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a

material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the City of New Port.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

EXPENSES INCURRED IN PREPARING BID

The City of New Port Richey accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, the City may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of New port Richey or the City shall not be legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. New Port Richey shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The City will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the City.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

### ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by the City of New Port Richey.

### PUBLIC INFORMATION

Upon public opening of all bids presented to the City as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

### UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, the City reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

### **END OF GENERAL PROVISIONS**

### **SPECIAL PROVISIONS**

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting there from.

### COST REIMBURSEMENT

The contractor agrees that payment by the City to the contractor for materials used in the performance of any work under the contract on a cost plus a percentage of cost basis is specifically prohibited. The cost of all materials provided in the performance of the work is to be reimbursed to the contractor in the following manner: The City shall reimburse the contractor, on completion and acceptance of each assigned job, only for those materials, equipment parts, supplies, rentals, services, etc., actually used in the performance of the work that are supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharges shall be added to the suppliers' invoices. The surcharge amount included and approved by City Council shall be included in the contractor's invoice submitted to the City.

### REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees the City is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees the City may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

## END OF SPECIAL PROVISIONS

# COMPREHENSIVE PREVENTATIVE MAINTENANCE OF HVAC SYSTEMS SPECIFICATIONS

### SCOPE

It is the intent of these specifications to obtain the services of a qualified contractor to provide inspections, testing, preventative maintenance, repair, emergency/call-out response, and all other necessary items for maintaining the heating, ventilation, and air conditioning (HVAC) systems in satisfactory, continuous operating condition. The work includes, but is not limited to, all labor, materials, filters, parts, equipment, tools, supervision, incidental expenses, and travel time required to provide the services described herein.

### SUBMITTALS

All bidders shall submit evidence showing that the company has had experience maintaining multiple locations with digitally controlled HVAC systems for a period of at least five (5) years. Documentation of such maintenance shall be provided with the bid. All bidders shall submit references from at least three (3) clients. The references provided shall include a contact person(s) and telephone number(s). All bidders shall submit all certifications, licenses, diplomas, etc., that are relevant to the work described in these specifications. The City reserves the right to disqualify bidders who are deemed to not have trained or qualified personnel.

### CONTRACTOR REQUIREMENTS

The contractor shall have a Florida Department of Business and Professional Regulation issued Mechanical Contractor License. The contractor shall have a mechanical engineer on a consultant basis. This person shall be capable of providing engineering services for any of the equipment covered or added during the terms of this contract. The mechanical engineer shall hold a State of Florida issued Professional Engineer License. The contractor shall have a sufficient supply of parts, test equipment, tools, and other resources to provide service to the City. The City reserves the right to inspect the bidder's facilities to verify the capabilities of the bidder to supply sufficient parts, supplies, and equipment. The contractor shall not subcontract repair, service, or maintenance work. Exceptions shall be made for water treatment; janitorial cleaning of vents, ducts, and returns; highly proprietary equipment; and support services necessary to move, lift, or install equipment.

### WORK SCHEDULE AND TIMES

The contractor shall provide the City with service twenty-four (24) hours a day, seven (7) days a week, 365 days a year. Compensation to the contractor will be paid by the City at the rate approved by City Council submitted by the contractor included in ITB #17-012. Regular rate compensation is noted as Monday thru Friday 7:00 a.m. to 5: p.m. The contractor shall respond within thirty (30) minutes and be on location, if needed, no later than one (1) hour from notification of an emergency call-out. The contractor shall respond within thirty (30) minutes and be on location, if needed, no later than two (2) hours from the time of a routine call for service. Should the contractor fail to respond to the site within these time limits, the City may secure the services of a third party to perform the necessary work; and all costs associated with the accomplishment of the repair shall be borne by the contractor. The contractor's technicians shall be able to diagnose all problems and affect repairs. All services shall be performed in a timely and professional manner in order to provide the best possible HVAC control of the building.

The contractor shall provide temporary cooling or heating during any equipment failure that is expected to last longer than four (4) hours. The costs for the temporary HVAC units or rental coolers shall be a direct cost to the contractor. The contractor shall turn in all preventative

The contractor shall provide temporary cooling or heating during any equipment failure that is expected to last longer than four (4) hours. The costs for the temporary HVAC units or rental coolers shall be a direct cost to the contractor. The contractor shall turn in all preventative maintenance reports, work orders, etc. weekly to the designated City personnel. All City work order numbers must be referenced on the contractors paperwork for each service call.

### MINIMUM REQUIREMENTS

The contractor shall provide all manufacturer's recommended full-service maintenance, repair, or replacement of HVAC system components. This shall include, but not be limited to, equipment, parts, motors, belts, filters, gears, bearings, impellers, shafts, condenser coils, compressors, evaporator coils, chillers, fan motors, thermostats, pumps, exhaust fans, range hoods, smoke dampers, fire dampers, oil, lubricants, refrigerant materials, supplies, chemicals, control systems, and other components sufficient to maintain the equipment and systems in satisfactory and continuous operating condition. Replacement costs of entire HVAC systems greater than seven and one half (7½) tons shall be the responsibility of the City. The contractor shall provide, where applicable, continuous remote monitoring of critical operating parameters, temperatures, and humidity levels on a twenty-four (24) hour per day, seven (7) days a week basis. HVAC monitoring systems shall be capable of notifying the contractor immediately of impending malfunctions or any inefficient HVAC operation or safety shutdowns. The following items denote basic preventative maintenance functions to be performed on a regular and systematic schedule. In no way is the list to be construed as an exhaustive list of the work necessary to maintain or service the HVAC systems. Adjustments may need to be made to this recommended schedule of maintenance, depending on age and condition of the equipment.

### Monthly:

- Including, but not limited to, low oil pressure, high condenser pressure, low evaporator pressure, high discharge temperature, and run time. The monitoring HVAC system shall be capable of notifying the contractor immediately of impending malfunctions or any HVAC inefficient operation or safety shutdowns.
- The contractor shall immediately notify his designee of all alarm conditions, and emergency repair shall be affected. The City shall be responsible for providing telephone communication lines for this purpose.
- Check total system operation and inspect all components and equipment. Correct any static air pressure problems inside the building and pressure inside the building.
- Log equipment noting general condition, operation, data, noises, vibration, temperatures, and pressures, where applicable, including review of part operating reports.
- Check for refrigerant leaks, repair as found, and charge refrigerant into system. This may include replacement of coils.
- Recover and evacuate noncondensables from refrigerant system.
- Check all insulation on the equipment, refrigerant, and ductwork, and repair or replace faulty insulation, whether removed for repair or maintenance or in substandard condition from any cause.
- Check the condition of all motor sheaves (pulleys), drives, belts, and couplings, and change as needed (air handlers, pumps, air compressors, and purge units).
- Check and adjust, repair, replace, and clean, as applicable, belts, oil, refrigerant, control systems, burners, water filters, motors for vibration and overheating, condenser tubes, and HVAC valves.
- Provide a report on all closed and open loop systems and shall at all times, be maintained with an appropriate maintenance program.

### Quarterly:

- Change all air handling unit filters every three (3) months or more frequently, if needed. The air filters shall be provided by the contractor. Air filters must be pleated with a high-efficiency rating greater than thirty (30) percent.
- Replace badly worn belts, as needed, but replace all belts at least quarterly.
- Add products to prevent the build-up of minerals and algae, or more frequently, if needed.
- Add odorless, nontoxic chemical tabs, sanitize drain pans, and clean or repair condensate drains, or more frequently, if needed.
- Inspect, clean, and repair or replace all air registers, diffusers, and grilles.
- This work shall not interfere with City personnel, and may require completion during night or weekend hours. The contractor shall provide any lift equipment that may be required to complete this task at the contractor's expense.
- Lubricate all moving parts as required by the manufacturer's specifications.

### Twice Yearly:

- Provide CD back-ups for all energy management systems to the Facilities Management Division.
- Adjust and functionally clean all system components, motors, starters, drives, and accessories, and replace as needed.
- Check all-capacity temperature controls and safety devices, including thermometers and gauges that control the operation of the system; replace as necessary.

### Yearly:

- Calibrate controls.
- Clean condenser tubes.
- Meg test compressor motors.
- Check all starter components.
- Keep system components painted to minimize deterioration from rust and corrosion on all equipment, inside and outside, including bolts, housings, frames enclosures, etc.
- Inspect all energy management systems and update software, as needed, to maintain HVAC systems in optimal condition.
- Clean and treat evaporator coils with a micro-biocide.
- Actuate dampers and adjust, lubricate, and repair, as needed.
- Replace batteries in all HVAC systems, or more frequently, if needed.

#### As Needed:

- Start-up and shutdown procedures, including those required as a result of power outages or interruptions.

### SPECIAL REQUIREMENTS

Major repair is included within the scope of this contract. Major repair is defined as any individual unit or incident of repair or replacement with a total estimated cost (labor and direct material) exceeding \$5,000.00 Major repairs will normally be accomplished either by (1) separate contract using the hourly indefinite quantity rates bid herein along with the direct material cost, or (2) City forces. The Contractor will include 200 lbs of refrigerant, and remove the waste oil from the chillers. The contractor shall provide a Project Manager who shall have a cellular phone, or other method of immediate contact, for emergency purposes at all times. The name, location, and telephone number for the Project Manager shall be provided to the City and shall be updated immediately upon any change.

New O.E.M. parts, or approved equal, shall be used in the repair or replacement of all units. Inferior, reconditioned, or used parts shall not be provided.

The contractor shall include, as part of this bid, all costs to obtain, remove, and install all parts and components covered by a manufacturer's warranty.

Any equipment installed shall become the property of the City. All HVAC control system access codes shall remain in the factory-default settings. The contractor shall invoice monthly for work completed prior to invoicing.

All leaks that are discovered shall be repaired immediately upon discovery.

### EQUIPMENT LISTS

Current equipment lists will be provided as an attachment to this bid. These lists are in no way to be construed as a comprehensive listing of all equipment that will be serviced and maintained at these locations by the contractor. A database for each building shall be maintained by the contractor for each unit, recorded in a Microsoft Office compatible format, which shall be supplied to the City at least annually, and more frequently if so requested by the City. The file shall contain, at a minimum:

- Make.
- Model.
- Serial number.
- Service performed, including preventative maintenance, repairs, and replacements.
- Date of work and complete description of parts used or replaced.
- Name of technicians for each service.
- Complete information relating to warranties.

### ENERGY MANAGEMENT AND CONTROL SYSTEMS

Refer to the attached list of equipment, Energy Management and Control Systems for specifics. This service contract includes the regular inspection and maintenance of each building's EMCS system, including, but not limited to, the field devices, sensors, relays and actuators, as well as equipment controllers and supervisory systems. Check for offline devices, unreliable sensors, failed actuators, sensor calibration, and perform other traditional maintenance activities as required by the manufacturer. Provide annual updates of software revisions (major and minor) as they are made available by the manufacturer.

The EMCS systems installed at City Hall, the Library and the Police Department are Tridium Niagara AX based JACE supervisory controllers with BACnet MS/TP Field controllers. Any future modifications, repairs or replacements of EMCS systems in the City of New Port Richey will follow these same guidelines. Contractors wishing to bid on this RFP are required to have a minimum of (3) Niagara AX Certified programmers on staff as full time employees.

### WARRANTIES

Throughout the course of the contract, the contractor shall warrant, at a minimum, that the contractor shall repair, without additional cost to the City, all defective work and replace all defective materials furnished and/or installed by contractor. For any repairs or replacements made during the last six (6) months of the contract, the contractor shall warrant, at a minimum, that during the twelve (12) month period following the termination of the contract, the contractor shall repair, without additional cost to the City, all defective work and replace all defective materials furnished and/or installed by contractor.

The City reserves the right, at its expense, to have the manufacturer or a third party authorized manufacturer's representative inspect the HVAC system at any time prior to the termination date of the awarded contract. The purpose of the inspection shall be to ascertain from the manufacturer whether any deficiencies in the system resulted from a probable lack of proper maintenance, diagnostic testing, or repair.

Should deficiencies be found, the contractor shall be required to correct the deficiencies at no additional cost to the City.

The contractor shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, tornado, hurricane, or other natural disaster. Any equipment owned by the City that has been damaged due to an Act of God shall be replaced or repaired at the City's expense.

#### CONTRACT TERM

The contract period will begin with the notice to proceed, and continue for two years. This contract is renewable for a second two year period upon agreement between the contractor and the City, The Contractor shall notify the City of any price adjustments for the renewal period no later than forty-five (45) days prior to the commencement of such renewal period. Either party can terminate the Agreement if the price adjustments are not agreed upon by both parties.

**AMSCO**

**BID FORM American Mechanical & Service Corp**

**PREVENTATIVE MAINTENANCE & REPAIR – HVAC EQUIPMENT & CONTROLS**

**BASED ON MONTHLY, QUARTERLY, SEMI ANNUAL, AND ANNUAL COST**

1. City Hall Building	<u>\$ 17,500</u>
2. Library Building	<u>\$ 15,500</u>
3. Fire Department	<u>\$ 3,500</u>
4. Recreation Center	<u>\$ 15,500</u>
5. Police Department	<u>\$ 5,500</u>
6. Public Works Building	<u>\$ 8,500</u>
7. Water Treatment Plant	<u>\$ 6,500</u>
8. Waste Water Treatment Plant	<u>\$ 7,500</u>
<b>TOTAL</b>	<b><u>\$ 80,000</u></b>

**HOURLY RATES FOR WORK OUTSIDE THE SCOPE  
OF MAINTENANCE AND REPAIRS**

Any work outside of the scope of maintenance and repairs shall be billed at an hourly rate plus parts. The City of New Port Richey reserves the right to obtain quotes for any services outside of preventative maintenance.

**Hourly Rate Straight Time**

Mechanics - \$ 100

Helpers - \$ 75

**Hourly Rate After Hours and Weekends**

Mechanics - \$ 150

Helpers - \$ 100

**Hourly Rate Holidays**

Mechanics - \$ 150

Helpers - \$ 100

Parts Mark-up % 20

Public Works Department

**BID ALTERNATE FORM**

**PREVENTATIVE MAINTENANCE & REPAIR – HYAC EQUIPMENT & CONTROLS**

**BASED ON MONTHLY, QUARTERLY, SEMI ANNUAL, AND ANNUAL COST**

1. Peace Hall	<u>\$ 5,750</u>
2. Senior Center	<u>\$ 10,500</u>
3. Incubator	<u>\$ 5,750</u>
4. Fire Station #2	<u>\$ 4,000</u>
<b>TOTAL</b>	<b>\$ <u>26,000</u></b>

**HOURLY RATES FOR WORK OUTSIDE THE SCOPE  
OF MAINTENANCE AND REPAIRS**

Any work outside of the scope of maintenance and repairs shall be billed at an hourly rate plus parts. The City of New Port Richey reserves the right to obtain quotes for any services outside of preventative maintenance.

**Hourly Rate Straight Time**

Mechanics - \$ 100

Helpers - \$ 75

**Hourly Rate After Hours and Weekends**

Mechanics - \$ 150

Helpers - \$ 100

**Hourly Rate Holidays**

Mechanics - \$ 150

Helpers - \$ 100

Parts Mark-up % 20

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No.'s   1  ,           ,           ,           ,           , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

**DRUG-FREE WORKPLACE**

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

**DRUG-FREE WORKPLACE CERTIFICATION**

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: Air Mechanical & Service Corp BID NO: 17-012

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. [Signature] Vendor's Signature

STATE OF: Florida

COUNTY OF: Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, David Ruby who, after first being sworn by me, affixed his/her signature in the space provided above on this 17 day of Aug, 2017.

[Signature]  
Notary Public

(Affix Seal)

4/22/19  
My commission expires



**NONCOLLUSION AFFIDAVIT**

STATE OF FL )

) ss

) SS

COUNTY OF Hillsborough

David Ruby being first duly sworn deposes and says that:

1. He (it) is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By [Signature]

Sworn and subscribed to before me this 17 day of August, 2017

in the State of Florida, County of Hillsborough

Teri B. McMin Notary Public

My Commission Expires: 4/22/19



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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 17-012  
for City of New Port Richey

2. This sworn statement is submitted by Air Mechanical & Service Corp.  
(name or entity, submitting sworn statement)  
whose business address is 4311 West Ida Street, Tampa, FL 33614

and  
(if applicable) its Federal Employer Identification Number (FEIN) is 59-2158902  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is David Ruby and my relationship to the  
(please print name of individual signing)  
entity named above is Account Manager / Mechanical Estimator

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

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

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

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

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

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

By: 

(signature)

Date: 8/17/17

STATE OF Florida

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David Ruby who, after first being sworn by me, affixed his/her signature  
(name of individual signing)

in the space provided above on this 17 day of August, 2017

  
NOTARY PUBLIC

My commission expires: 4/22/19

