

Meeting Date: 3/24/15

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approve ranking order for RFP E-14-15 HVAC Maintenance and Repair Services for the City, and authorize staff to negotiate a contract with the highest ranked firm, A-Excellent Services (no cost at this time).

Summary of Purpose and Why:

RFP E-14-15 was issued to obtain responses from firms to provide air conditioning maintenance and repair services to the City. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested and authorization is requested for appropriate City staff to negotiate a contract with the highest ranked firm, A-Excellent Services. Further authorization is requested to continue with the succeeding ranked firms should an impasse occur in the negotiations with the recommended firm. The recommended firm is a Local Business Enterprise.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: No cost at this time

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>3/4/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>3/4/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>3/6/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>3/9/15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading	1 st Reading	Results:	Results:
2 nd Reading			

MEMORANDUM

Purchasing #15-052
March 4, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Jeffrey English, Purchasing Agent *JE*
Subject: Background for E-14-15, HVAC Maintenance & Repair

Contract Need/Background

A Request for Proposal, E-14-15 was issued to select a firm to provide air conditioning maintenance and repair services to the City. The Public Works Department provided the scope of services.

Mailing List

The mailing list for this project was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the mailing list, and companies from appropriate listings in other sources.

Number of firms submitting proposals5
Number of firms with responsive proposals3

Advertising

The RFP was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RFP package was also posted on the City's web page for download by interested firms.

Selection/Evaluation Committee

Three responsive proposals were received to the solicitation. The Selection/Evaluation Committee met on March 3rd (in a public meeting) to review and evaluate the responses. All responses were scored, and the Committee decided that oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. Copies of the minutes, voting matrix, and scoring sheets are attached.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize the City staff to negotiate a contract with the highest ranked firm A-Excellent Services, with additional authorization to negotiate with succeeding ranked firms should an impasse occur in the negotiations with the recommended firm. The recommended firm is a Local Business Enterprise.

enclosures
cc: file

**MINUTES
SELECTION / EVALUATION COMMITTEE**

**RFP #E-14-15
HVAC MAINTENANCE AND REPAIR**

**Purchasing Conference Room
9:30 a.m. 03/03/15**

The committee consisted of the following voting members:

Harold Beard, Assistant Public Works Director
Joseph Cerrito, Electrician
Roger Palermo, Building Maintenance Superintendent

Non-voting members:

Jeffrey English, Purchasing Agent

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish a contract to provide air conditioning maintenance and repair services to the City. This meeting was posted as a "Public Meeting" both at the Purchasing Division office, and on the City's website. Three firms submitted responsive proposals to the City's Request for Proposals.

Harold Beard led the technical discussion. The Purchasing Representative reviewed evaluation procedures and distributed Conflict of Interest Statements for completion by all voting members.

Each Committee member had reviewed all of the responses in advance of the meeting. The Committee discussed each of the proposals in alphabetical order, and scored the responses using voting forms containing the evaluation criteria published in the RFP, with the following results:

1)	A Excellent Services.....	248
2)	Air Matic Controls... ..	212
3)	Temptrol Air Conditioning.....	208

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. An agenda item will be prepared to present the ranking to the City Commission for their approval to negotiate a contract with the highest-ranked firm, A-Excellent Services.

The meeting adjourned at approximately 10:00 a.m.

Analysis Comparison, Ranking 03/03/15, E-14-15 HVAC Manitenance Repair

	Total Potential Points	A Excellent Service	Air Matic Controls	Temptrol Air Conditioning
Committee Member	Potential Points			
<u>Harold Beard</u>				
Experience and Expertise	0-20	15	15	19
References	0-20	13	16	16
Resources and Methodology	0-30	18	25	27
Cost	0-30	25	10	5
	Total =	71	66	67

	Potential Points			
Committee Member	Potential Points			
<u>Joseph Cerrito</u>				
Experience and Expertise	0-20	17	18	20
References	0-20	16	18	18
Resources and Methodology	0-30	26	24	25
Cost	0-30	30	20	15
	Total =	89	80	78

	Potential Points			
Committee Member	Potential Points			
<u>Roger Palermo</u>				
Experience and Expertise	0-20	18	18	18
References	0-20	15	18	18
Resources and Methodology	0-30	25	20	22
Cost	0-30	30	10	5
	Total =	88	66	63

Analysis Comparison, Ranking 03/03/15, E-14-15 HVAC Manitenance Repair

	Total Potential Points	A Excellent Service	Air Matic Controls	Temptrol Air Conditioning
<u>Committee Members (Average)</u>				
Experience and Expertise	0-20	13	13	14
References	0-20	11	13	13
Resources and Methodology	0-30	17	17	19
Cost	0-30	21	10	6
	Average Score =	62	53	52

<u>Committee Members (Total)</u>				
Experience and Expertise	0-60	50	51	57
References	0-60	44	52	52
Resources and Methodology	0-90	69	69	74
Cost	0-90	85	40	25
	Grand Total=	248	212	208

EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: A-EXCELLENT SERVICES, INC.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20	15
	References		
2	<ul style="list-style-type: none">• History and performance of firm/project team on similar projects.• References and recommendations from previous clients.	0-20	13
	Resources and Methodology		
3	<ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the project.• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.	0-30	18
	Cost		
4	<ul style="list-style-type: none">• Including the overall project-task budget and itemized cost breakdowns.	0-30	25
	Total	0-100	<u>71</u>

List the reasons for this evaluation (justify the rating/scoring):

Has government experience.

References listed show municipal work performed in the past.

Company has a good history working for the City of Pompano Beach

Cost were the lowest by a substantial margin.

Harold Beard 3/3/15 HAROLD BEARD
Signature of Evaluator Date Printed Name

EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: AIRMATIC CONTROLS, INC.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	Experience and Expertise <ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20	15
2	References <ul style="list-style-type: none">• History and performance of firm/project team on similar projects.• References and recommendations from previous clients.	0-20	16
3	Resources and Methodology <ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the project.• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.	0-30	25
4	Cost <ul style="list-style-type: none">• Including the overall project-task budget and itemized cost breakdowns.	0-30	10
	Total	0-100	<u>66</u>

List the reasons for this evaluation (justify the rating/scoring):

Has government experience.

References listed show municipal work performed in the past.

Attached brochure was informative.

Cost were in the middle, still considerably high.

Harold Beard
Signature of Evaluator

3/3/15
Date

HAROLD BEARD
Printed Name

EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: TEMPROL AIR CONDITIONING, INC.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20	19
	References		
2	<ul style="list-style-type: none">• History and performance of firm/project team on similar projects.• References and recommendations from previous clients.	0-20	16
	Resources and Methodology		
3	<ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the project.• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.	0-30	27
	Cost		
4	<ul style="list-style-type: none">• Including the overall project-task budget and itemized cost breakdowns.	0-30	5
	Total	0-100	<u>67</u>

List the reasons for this evaluation (justify the rating/scoring):

Has government experience.

References listed show municipal work performed in the past.

Executive Summary and submitted company profile was exceptional.

Cost were the highest.

Harold Beard
Signature of Evaluator

3/3/15
Date

HAROLD BEARD
Printed Name

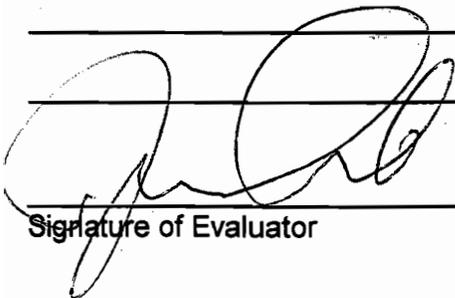
EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: A-Excellent

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20	<u>17</u>
	References		
2	<ul style="list-style-type: none">• History and performance of firm/project team on similar projects.• References and recommendations from previous clients.	0-20	<u>16</u>
	Resources and Methodology		
3	<ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the project.• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.	0-30	<u>26</u>
	Cost		
4	<ul style="list-style-type: none">• Including the overall project-task budget and itemized cost breakdowns.	0-30	<u>30</u>
	Total	0-100	<u>89</u>

List the reasons for this evaluation (justify the rating/scoring):

LOCAL Company is Always A plus
pricing good
Response time is quick
* Dependable



3/3/15
Date

Joseph Corrali
Printed Name

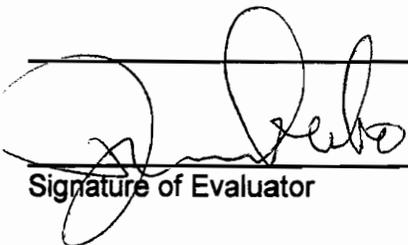
EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: Airmatic Controls

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none"> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. 	0-20	<u>18</u>
	References		
2	<ul style="list-style-type: none"> History and performance of firm/project team on similar projects. References and recommendations from previous clients. 	0-20	<u>18</u>
	Resources and Methodology		
3	<ul style="list-style-type: none"> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources. 	0-30	<u>24</u>
	Cost		
4	<ul style="list-style-type: none"> Including the overall project-task budget and itemized cost breakdowns. 	0-30	<u>20</u>
	Total	0-100	<u>80</u>

List the reasons for this evaluation (justify the rating/scoring):

Knowledgeable
Seems to be good at what they do
but pricing seems high.



Signature of Evaluator

3/3/15

Date

Josh Corvito

Printed Name

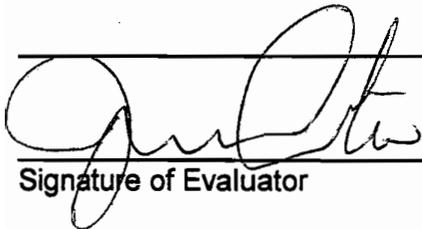
EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: Temp fro/

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20	<u>20</u>
	References		
2	<ul style="list-style-type: none">• History and performance of firm/project team on similar projects.• References and recommendations from previous clients.	0-20	<u>18</u>
	Resources and Methodology		
3	<ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the project.• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.	0-30	<u>25</u>
	Cost		
4	<ul style="list-style-type: none">• Including the overall project-task budget and itemized cost breakdowns.	0-30	<u>15</u>
	Total	0-100	<u>78</u>

List the reasons for this evaluation (justify the rating/scoring):

Company seems very knowledgeable but
the cost is much to high for the
type of work in our city.



3/3/15

Joseph Crivito

Signature of Evaluator

Date

Printed Name

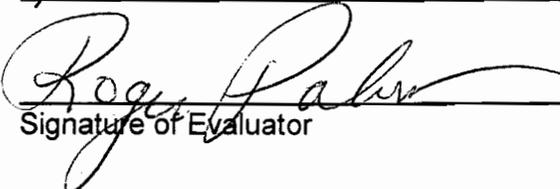
EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: A-EXCELLENT SERVICE

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none"> • Previous related work experience and qualifications in the subject area of personnel assigned. • Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. 	0-20	<u>18</u>
	References		
2	<ul style="list-style-type: none"> • History and performance of firm/project team on similar projects. • References and recommendations from previous clients. 	0-20	<u>15</u>
	Resources and Methodology		
3	<ul style="list-style-type: none"> • Adequacy of amount of quality resources assigned to the project. • Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. • Financial resources. 	0-30	<u>25</u>
	Cost		
4	<ul style="list-style-type: none"> • Including the overall project-task budget and itemized cost breakdowns. 	0-30	<u>30</u>
	Total	0-100	<u>88</u>

List the reasons for this evaluation (justify the rating/scoring):

- 1) Well experienced with all problems AND they always find a solution in a short time period
- 2) References were more than sufficient
- 3) Resources are always the same day or next day, repairs are always well done
- 4) Well below others


Signature of Evaluator

3/3/15
Date

Roger Palermo
Printed Name

EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: AIR Matic Controls INC

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none">• Previous related work experience and qualifications in the subject area of personnel assigned.• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20	<u>18</u>
	References		
2	<ul style="list-style-type: none">• History and performance of firm/project team on similar projects.• References and recommendations from previous clients.	0-20	<u>18</u>
	Resources and Methodology		
3	<ul style="list-style-type: none">• Adequacy of amount of quality resources assigned to the project.• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.• Financial resources.	0-30	<u>20</u>
	Cost		
4	<ul style="list-style-type: none">• Including the overall project-task budget and itemized cost breakdowns.	0-30	<u>10</u>
	Total	0-100	<u>66</u>

List the reasons for this evaluation (justify the rating/scoring):

Good company, well experienced and would do well
But cost is still too high.

Roger Palmer
Signature of Evaluator

3/3/15
Date

Roger Palmer
Printed Name

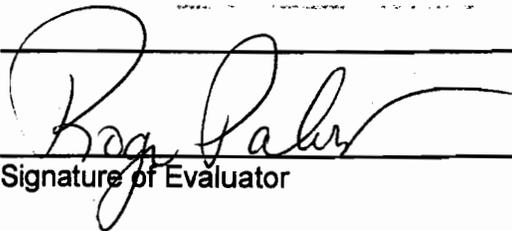
EVALUATION CRITERIA
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: Temprol Air Cond.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Experience and Expertise		
1	<ul style="list-style-type: none"> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. 	0-20	<u>18</u>
	References		
2	<ul style="list-style-type: none"> History and performance of firm/project team on similar projects. References and recommendations from previous clients. 	0-20	<u>18</u>
	Resources and Methodology		
3	<ul style="list-style-type: none"> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources. 	0-30	<u>22</u>
	Cost		
4	<ul style="list-style-type: none"> Including the overall project-task budget and itemized cost breakdowns. 	0-30	<u>5</u>
	Total	0-100	<u>63</u>

List the reasons for this evaluation (justify the rating/scoring):

Overkill for what we need. Would be great
for company with several chillers and many buildings
cost too high for us


Signature of Evaluator

3/3/15
Date

Roger Palerma
Printed Name

CITY OF POMPANO BEACH

q

RFP-Response to Request for Proposals
E-14-15
HVAC Maintenance and Repair Services
2/19/2015

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
* AA Advance Air	1920 NW 32nd Street	Pompano Beach, FL. 33064
A-Excellent Service	1000 West McNab Road # 127	Pompano Beach, FL. 33069
Air Matic Controls	10220 W State Rd 84 # 1	Davie, FL. 33324
Temptrol Air Conditioning	4215 SW 72 Avenue	Miami, FL. 33155
* Thermo Air	2875 N 29th Avenue	Hollywood, FL. 33020

* non-responsive, due to omission of required information



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-14-15**

HVAC MAINTENANCE AND REPAIR SERVICES

**RFP OPENING: February 19, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

January 20, 2015

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-14-15
HVAC MAINTENANCE AND REPAIR SERVICES

The City is seeking proposals from qualified Heating, Ventilating and Air Conditioning (HVAC) firms to provide Maintenance and Repair Services in accordance with the terms and conditions, scope of services contained in this Request for Proposal.

The City will receive sealed proposals until 2:00 p.m. (local), February 19, 2015, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

The City of Pompano Beach invites qualified and experienced contractors to submit proposals to establish a Term Contract for HVAC Mechanical Contractor(s) to provide the City with HVAC Maintenance and repair services. These services shall include heating and ventilation, air conditioning and refrigeration.

A. Scope Of Services

1. General

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance and repairs as required by the City. Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs as well as installations regularly found in the HVAC field including but not limited to:

Cooling Towers	Chilled Water Systems
Exhaust Systems	Duct Work
Water Pumps	Window/through wall A/C Systems

2. City's Responsibilities

- a. The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.
- b. The City shall be responsible to provide parking for unloading tools and equipment at the job site to perform the required services.
- c. The City shall allow access to restroom facilities for use by Contractor's employees.

- d. The City's Facilities Manager or his designee will inspect and accept work performed by Contractor before payment of services is made.

3. Contractor's Responsibilities

- a. The Contractor shall provide all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform HVAC Maintenance and Repair Services for various City facilities in accordance with the scope of services, terms and conditions of this RFP.
- b. The Contractor shall provide maintenance, repairs and replacements of any HVAC, refrigeration and ice machine equipment including but not limited to, control and starter panels, low voltage controls, motors, compressors, trouble shooting and repairs, refrigerant conversion retrofits, re-tubing of evaporator and/or condenser vessels, air handlers and water chilled towers.
- c. Contractor shall ensure all work is installed straight, level, plumb and in a skillful manner.
- d. Contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractors behalf.
- e. Contractor shall be responsible for correction/replacement, according to local codes and Cities satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc. broken or damaged as the result of the contractor's operations.
- f. Design and install HVAC systems for commercial and residential structures as required by the City.
- g. Provide other typical HVAC Maintenance and Repair Services as required by the City.
- h. Establish monthly, quarterly or annual preventive inspection services as required by the City.
- i. The Contractor shall maintain a minimum of two (2) licensed HVAC Technicians with universal refrigerant handling certification on staff at all times.
- j. Call-Out Procedures:

- i. The Contractor shall be available 24 hours/7 days a week. The Contractor shall provide contact information for main office phone numbers, cellular numbers and e-mails for service calls.
- ii. The Contractor shall be responsible to dispatch the proper level of HVAC Technicians (Master, Journeyman and Apprentice) for each service call. Example: Minor repairs such as replacing belts or filters would not require a Master Technician. If a Master Technician is dispatched for any minor repairs, the City shall not be charged for the hourly rate of the Master Technician.
- iii. The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials mark-up set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates prior to beginning any work. The City's Facilities Manager or his designee shall be notified immediately should any project estimate change prior to work being performed.
- iv. The Contractor shall be responsible to respond to multiple service calls as required by the City.

k. Response Time:

Non-Emergency Request for Service
Contractor must be on site within one (1) working day (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays).
Emergency Request for Service and/or Parts
Contractor must be on site within two (2) hours of request regardless of time or day, including holidays.
Notification and Arrival for Service
Contractor must notify of estimated arrival time to the City's Facilities Manager or his designee within one (1) hour of the initial service request by the City.

- l. All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or his designee prior to work being performed.
- m. If any job cannot be completed in one (1) working day, then the work area must be cleaned and secured at the end of the work day. No tools, equipment or materials are to be left unsecured without the Contractor's personnel being present.

- n. All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.
- o. Following the completion of any new installations or upon the City's request, "as-built drawings" shall be submitted if any electrical changes are made.
- p. The Contractor shall not use the restroom facilities to wash tools and/or equipment.
- q. Written invoices shall be submitted for all jobs as follows:
 - A copy of the service tickets.
 - Documentation for the Contractor's cost of parts and/or materials, such as copies of the Contractor's invoices or other valid documentation.
 - Within seven (7) days following the close of the next immediate business day.
- r. The Contractor shall provide service tickets with the following information:
 - Description of problem
 - Description of service performed
 - Location where service was performed
 - Parts and/or material used, if any
 - Name of Electrician(s) who performed the service
 - Date of service (start and completion time)
 - Signature of an authorized City employee

4. Required Equipment

- a. The Contractor shall provide the following equipment for maintenance and repairs to HVAC equipment as required by the City.
 - Boom Truck (35 – 40 Ton)
 - Crane (55 – 60 Ton)
- b. Proposers shall provide hourly cost for required equipment and other equipment listed on Proposal Schedule page PP-6. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Proposal Schedule page PP-6.

5. Parts and/or Materials

- a. In addition to the hourly rate for service, the Contractor shall charge the City the actual cost-plus mark-up proposed for parts and/or materials used in each service request. The cost-plus mark-up for parts and/or

materials shall not exceed the percentage indicated on the Schedule of Proposal Pricing, Page PP-6.

- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

6. Quality Assurance

Contractor shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included in the RFP:

- a. Occupation license issued in Broward County must be submitted with or prior to RFP submittal.
- b. Provide required current State Unlimited Class A Air Conditioning Contractor (CA) or Mechanical Contractor (CM) license held by your company.
- c. A photocopy of your licenses shall be included with RFP submittal.

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

7. Personnel

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Contractor's personnel dealing with the public under this contract shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. Contractor agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

8. Vehicles

Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.

9. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property or of other vendors or contractors, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facilities

Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

10. Maintenance of Pedestrian and Vehicle Traffic

- a. The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.
- b. The Contractor shall perform all services using an MOT plan and with the least amount of impact on traffic, residential activities and City operations.
- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

B. Tasks/Deliverables

The undersigned hereinafter called the Proposer, hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein.

LOTT - HOURLY COST ON LABOR		
Item #	Description	Hourly Cost
A. During Normal Business Hours: 8:00 a.m. to 5:00 p.m. Monday through Friday, Excluding Holidays		
1	Master Air Conditioning Technician	\$ _____
2	Journeyman Air Conditioning Technician	\$ _____
3	Apprentice Air Conditioning Technician	\$ _____
B. After Normal Business Hours: 5:01 p.m. to 7:59 a.m. Monday through Friday, Excluding Holidays		
4	Master Air Conditioning Technician	\$ _____
5	Journeyman Air Conditioning Technician	\$ _____

6	Apprentice Air Conditioning Technician	\$ _____
C.	Weekends, Saturday and Sunday, Regardless of Time	
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____
D.	Holidays, Regardless of Time	
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____

PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS		
Item	Description	Percentage Markup
1	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work.	_____ %

REQUIRED EQUIPMENT			
Item	Description	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Amount
1	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____
2	Required Equipment: Crane (55 – 60 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____

C. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that

renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

E. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

F. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References: Company must provide three (3) to five (5) references for services provided successfully by your company within the last three (3) years. List name, address, telephone number, cellular phone number, email address, contact person and hours they may be reached.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

G. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
Policy to be written on an occurrence basis		
XX comprehensive form		
XX premises - operations	bodily injury	
XX explosion & collapse hazard	property damage	
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance		
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE		
	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage combined	
XX non-owned		

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$1,000,000.	\$1,000,000.

XX **PROFESSIONAL LIABILITY*** \$1,000,000. \$1,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

H. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	<p>Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</p>	0-20
2.	<p>References History and performance of firm/project team on similar projects. References and recommendations from previous clients.</p>	0-20
3.	<p>Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.</p>	0-30
4.	<p>Cost</p>	0-30

Including the overall project-task budget and itemized cost breakdowns.

Total

0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

I. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

J. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of

the contract and retain them until the expiration of three years after final payment under the contract.

K. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

L. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

M. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

N. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

O. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

P. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

Q. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

3. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

4. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to

provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

7. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

10. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP E-14-15, HVAC MAINTENANCE AND REPAIR SERVICES

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations: _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____

Contractor's Name: _____

Name of Firm

Contact Person, Telephone

Type of Work to be Performed

Contract Amount

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly

___ YES ___ NO

SBE EXHIBIT "A"

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

RFP # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "F"

LOCAL BUSINESS
UNAVAILABILITY FORM

RFP # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "G"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFP # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

___ Yes ___ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

___ Yes ___ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

LOCAL BUSINESS EXHIBIT "H"