

Issue Date: June 1, 2017

Mandatory Pre-Bid Meeting/Walk-Through:
June 15, 2017 @ 3:00 p.m.
at Regional Transit System
Administration Building
34 SE 13th Road
First Floor Room 5110
Gainesville, Florida

Bid Due Date: July 11, 2017 @ 3:00 p.m.

INVITATION TO BID

BID NO. RTSX-180011-DS

HVACR AND AIR COMPRESSOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES

Purchasing Representative:

Daphyne Sesco, Senior Buyer

Purchasing Division

Phone: (352) 334-5021

Fax: (352) 334-3163

Email: sescoda@cityofgainesville.org

City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
GENERAL GOVERNMENT PURCHASING
INVITATION TO BID**

DATE: May 31, 2017 **BID #:** RTSX-180011-DS

BID NAME: HVACR Preventive Maintenance Services **BID DATE:** July 11, 2017
@ 3:00 p.m. (local time)

Sealed bids will be received by the City of Gainesville, Florida, at General Government Purchasing until 3:00 p.m., local time, on the bid date, at which time and place all bids will be publicly opened and will be available for inspection upon notice of award or intended award or within 30 days after bid opening, whichever is earlier. If special accommodations are needed in order to attend a pre-bid conference or a bid opening, please contact the Purchasing Division at least 72 hours in advance. Bid prices may be read at the public bid opening, at the sole discretion of General Government Purchasing. Bids must be in the possession of General Government Purchasing prior to bid call at 3:00 p.m. on the bid date. Possession is defined as being physically received in General Government Purchasing at City Hall, 200 East University Avenue, Room 339, Gainesville, Florida 32601. The time clock located in General Government Purchasing will be the official time for bid call. Bids shall be sealed and plainly marked on the outside of the envelope with both the bid number and the bid name. ANY BID RECEIVED IN GENERAL GOVERNMENT PURCHASING AFTER THE SPECIFIED TIME WILL NOT BE CONSIDERED. Bids must be completed and signed in ink in space[s] provided on the enclosed bid form(s) and **submitted in triplicate** or bid will be subject to rejection. In addition, proposer should provide one (1) electronic copy of their bid in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc. Delivery shall be F.O.B. Gainesville, Florida. The point of delivery will be specified on the purchase order or other notification of acceptance. Please note that if bonds are required, they must be in the approved form attached to the specifications or the bid will be subject to rejection.

MANDATORY PRE-BID MEETING/WALK-THROUGH: There will be a Mandatory Pre-Bid Meeting/Walk-Through on Thursday, June 15, 2017 at 3:00 p.m. located at Regional Transit System, Administration Building, 34 SE 13th Road, First Floor Room 5110, Gainesville FL. Bidders shall sign in, stay for the duration of the pre-bid meeting/walk-through and shall sign out when the pre-bid meeting/walk-through is complete. The solicitation response from a bidder who fails to attend the entire site visit or to sign in and out will be rejected.

There will be a non-refundable fee of \$2.00 per set of plans and specifications picked up at the City of Gainesville Purchasing Division.

Any deviation from the specifications must be explained in detail on sheets attached to the Bid Form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful Bidder will be held responsible for meeting the Specifications. A Bidder who is aggrieved in connection with the specifications of this bid must advise General Government Purchasing in writing prior to the opening of bids. If Bidder wishes its Standard Terms and Conditions to be considered as part of its bid, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the bid in the best interest of the City; to accept or reject any or all bids; to waive any or all irregularities; and to award the contract to the most responsible and responsive Bidder whose bid is determined by the City to be in its best interest. Notice of intended award shall be posted at 200 E. University Avenue, Gainesville, Florida. Protests in respect to intended award must be filed within five business days of posting for purchases which do not require prior approval of the City Commission and within five business days for purchases which require prior approval of the City Commission. It is the Bidder's responsibility to inform himself of intended award and specific protest procedures.

Daphyne Sesco, Senior Buyer
General Government Purchasing
(352)334-5021

PROPOSAL

TO: City of Gainesville, Florida
Purchasing Division, Station 32
200 East University Avenue
Gainesville, Florida 32601-0490

PROJECT: **HVACR and Air Compressor Preventive Maintenance and Repair Services**

BID #: **RTSX-180011-DS**

CITY'S REPRESENTATIVE [to be contacted for additional information on this Proposal]:

Name: Daphyne Sescoda, Senior Buyer Telephone: 352-334-5021
Fax: 352-334-3163
Email: sescoda@cityofgainesville.org

Bidder Legal Name: _____
Bidder Alias/DBA: _____
Bidder's Address: _____

BIDDER'S REPRESENTATIVE [to be contacted for additional information on this proposal]:

Name: _____ Telephone: _____
Date: _____ Fax: _____
Email address: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that no City Commissioner, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

The Bidder further declares that he has carefully examined these Specifications and that this Bid is made according to the provisions and under the terms of the Specifications, which Specifications are hereby made a part of this Bid.

BID SPECIFICATIONS1. DEFINITION OF TERMS

- 1.1 Authorized Representative: Any representative of the City, whether or not a City employee, designated as the City's Authorized Representative for the purposes of this Contract either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 1.2 Bidder: Any person, firm, corporation, organization or agency submitting a bid for the work proposed, or its duly authorized representative.
- 1.3 City: City of Gainesville, Florida, or an Authorized Representative.
- 1.4 Commercially Useful Function: shall exist when the business responsible for execution of the work of the contract is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 1.5 Contract or Agreement: The Contract executed by the City and Contractor for the performance of the work. The Contract shall be substantially in the form provided in these Specifications or by purchase order incorporating the provision of the Specifications.
- 1.6 Contract Price: The total sum of moneys payable to the Contractor for completion of the Work in accordance with the Contract.
- 1.7 Contractor: The person, firm, corporation, organization or agency with whom the City has executed a contract for performance of the work or supply of equipment or materials, or its duly authorized representative.
- 1.8 Control: Means having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business. In determining whether socially and economically disadvantaged owners control a firm the City may utilize the criteria in 49 CFR Part 23 & 26, Section 26.71.
- 1.9 Local business: The vendor has a valid business tax receipt, issued by the City of Gainesville, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. Exhibit -C. The business tax receipt must be issued at least six months prior to bid or proposal opening date.
- 1.10 Local Small Business: A Small Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within the corporate limits of the City of Gainesville and possess a current City business tax receipt, and is so certified by the Local Small Business Program Procurement Coordinator.
- 1.11 Material Supplier: (also Supplier) a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.12 Specifications: Directions, provisions, and requirements contained in the Invitation to Bid, Instructions to Bidders, Special Provisions, General Conditions, Technical Specifications (if any), Supplementary Conditions (if any), Bid Form, Bids (if any), together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 1.13 Subcontractor: An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

- 1.14 Supplier: (also Material Supplier) A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.15 Work: The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
- 1.16 Laws and Regulations: Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
2. BIDS
Bids may be sent to General Government Purchasing as specified on the Invitation to Bid. Any bid received after the time specified in the Invitation to Bid will not be considered and will be returned unopened. Bids shall be signed and submitted on this form. Any exceptions or clarifications to any specification shall be clearly indicated on a separate sheet(s) attached to this form and shall specifically refer to the applicable specification paragraph and page. Exceptions or clarifications not so indicated will not be considered as part of the bid. The envelope shall be sealed and plainly labeled as a sealed bid for the project as named above and shall specify the time and date specified in the Invitation to Bid, which shall be the time and date for opening of bids.
3. SIGNING AND SUBMISSION OF BID
Signing and delivery of the Bid represents the Bidder's acceptance of the terms and conditions of this Proposal and if awarded the Bid by the City, the Proposal as accepted will represent the agreement between the parties. Bids must be signed in ink in space[s] provided. Unsigned bids will be considered incomplete and subject to rejection. Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Bidder is interested in more than one bid, all bids in which such Bidder has interest will be rejected.
4. JOINT BIDDING/COOPERATIVE PURCHASING AGREEMENT
All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and the same effective period as this bid, should the bidder deem it in the best interest of its business to do so. This agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida to rebid any or all items.
5. EVALUATION AND AWARD
- 5.1 Owner will award the bid to the lowest, responsive and responsible bidder.
- 5.2 To be considered responsible to perform the work, Bidder must have the following minimum qualifications:
- A. Experience in managing similar contracts as detailed in the Scope of Work, within the last five (5) years.
 - B. Proof of current State of Florida Certified Air Conditioning or Mechanical Contractor's License in good standing.
 - C. Proof of manufacturer's authorization for service/repairs.
 - D. Capability of servicing a 24 hour / 7 day a week facility.
 - E. Must have been in business for a minimum of five (5) years.
 - F. Project management skills and ability to coordinate activities with other trades to ensure that all sub-contractors (if applicable) are meeting the highest available performance standards, and to facilitate effective project scheduling.
 - G. Any subcontractors utilized for these services must also retain all permits, licenses, and certifications as may be required by federal, state, and local laws, ordinances, rules and regulations for the proper execution of the services specified herein.
 - H. List certifications and qualifications of personnel that will be used or possibly used to perform any aspect of this contract.
- 5.3 To demonstrate Bidder's responsibility to perform the Work, Bidder shall submit with its Bid:
- A. References-Attachment #1
 - B. Qualifications-Attachment #2
 - C. Local Preference, (if applicable)
 - D. Small and service disabled veteran business enterprise, (if applicable)

A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder as non-responsive.

- 5.4 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 5.5 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible, as set forth in this Section 5. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 5.6 Evaluation of Bids If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

6. LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00.

The City of Gainesville reserves the right to accept or reject any or all bids, reserves the right to waive any or all irregularities, and to award the contract to the responsible and responsive Bidder whose bid is determined by the City to be in its best interest. The City also reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Bidder to perform the work or supply the materials, and if, after the investigation, the evidence of competency and financial ability is not satisfactory, the City reserves the right to reject the bid.

7. EXAMINATION OF THE SITE – TECHNICAL QUESTIONS

If any portion of the work is to be performed on City property, the Bidder may visit the job site before submitting this bid to become familiar with the prevailing local conditions which may affect the work to be done. The City's Representative may be contacted about arrangements to visit the job site or technical questions relating to the performance of the work.

8. EFFECT OF BID

Any bid submitted in response to these Specifications shall be binding for a period of 60 calendar days after the bid opening date. An award made under these Specifications shall in no way prevent the City of Gainesville from requesting bids and purchasing identical or similar services to those covered herein.

9. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; and (4) Bidders located within the State of Florida.

10. LOCAL SMALL BUSINESS PARTICIPATION

It is the policy of the City of Gainesville that Local Small Businesses as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that Local Small Businesses are strongly encouraged to submit a bid in response to this Invitation to Bid and prime contractors are strongly encouraged to utilize Local Small Business subcontractors and material suppliers. Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy. The City of Gainesville requires Good Faith Efforts to maximize utilization of Qualified Local Small Businesses for this project (see Exhibit A).

A listing of qualified businesses is located on the City's website at:

[http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20\(1.28.16\).pdf](http://www.cityofgainesville.org/Portals/0/eo/Small_SDV%20Business%20Listing%20(1.28.16).pdf)

11. CONTACT

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Departments for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

12. DAVIS-BACON

It will be the responsibility of the contractor to check with the department project manager to determine if compliance with the Davis Bacon Act and the DOL regulations are required.

CONTRACT SPECIFICATIONS

13. CITY’S CONTRACTOR

Upon award and execution of a contract or issuance of a purchase order incorporating the provisions of these Specifications, the successful Bidder will be designated the City’s Contractor.

14. RESPONSIBILITY OF CONTRACTOR/INDEMNIFICATION

The safe and complete prosecution of the work shall be the responsibility of the Contractor. Subcontractors shall not be permitted. The Contractor shall indemnify and hold harmless the city, its agents, officers and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor or by or in consequence of any neglect in safeguarding the work through the use of unacceptable materials or by or on account of any activity or omission, neglect or misconduct of the Contractor or a Subcontractor or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the “Worker’s Compensation Law” or any other law, by-laws, ordinance, order or decree. Contractor shall follow all City, County, State and Federal laws, regulations or ordinances. Contractor shall remedy promptly, and without cost to the City, any defective materials or workmanship supplied under the Contract which appear within one year from the date of completion of the work.

15. LIABILITY INSURANCE

The Contractor shall not commence work until obtaining the following: [items checked]

- Worker’s Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- Insurance protection for any employees engaged in hazardous work under this Contract not protected under the worker’s compensation statute
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

- Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).
- “XCU” (Explosion, Collapse, Underground Damage)

[] Contractor’s Pollution Liability

An insurance certificate shall be provided in a form acceptable to the City which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

16. TERM OF CONTRACT

The term of the contract will be October 1, 2017 through September 30, 2022, subject to funding in subsequent fiscal years.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited by an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

17. DELAY

The City shall have the right to suspend the work wholly or in part for up to three months without additional payment or allowance but extra time equivalent to the time of suspension shall be granted for completion of the suspended work. If Contractor’s performance is delayed by fire, lightning, earthquake, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract may be extended at the option of the City for a period equivalent to the time lost by reason of any of the aforesaid causes.

18. TERMINATION

If the Contractor fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then the City, after serving at least ten days’ written notice to the Contractor of its intent to terminate and after such default shall continue unremedied for a period of ten days, may terminate the Contract without prejudice to any other rights or remedies it may have under this Contract.

If, after default under this subsection, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that City is not entitled to the remedies against Contractor provided herein, then Contractor’s remedies against City shall be the same as and limited to those afforded Contractor pursuant to the subsection title TERMINATION FOR CONVENIENCE.

19. TERMINATION FOR CONVENIENCE

City shall have the right to terminate this Contract, in whole or in part, without cause, upon seven (7) calendar days’ written notice to Contractor. In the event of such termination for convenience, Contractor’s recovery against City shall be limited to that portion of the contract price earned through the date of termination, together with any retainage withheld and direct and immediate termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against City.

Termination of the contract or a portion thereof, for cause or convenience, shall neither relieve the Contractor of its responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

20. CLEANUP AND FINAL PAYMENT

Work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition. Final payment will be withheld until all work is accomplished.

21. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or subcontract in whole or in part any right or obligation under this Agreement or any monies due or to become due thereunder without the written consent of the City.

22. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

23. PAYMENT

Payments will be due to the Contractor 30 days after receipt of a proper invoice; provided, however, that Contractor shall not submit more than one invoice per thirty-day period. Payment may be withheld by the City due to failure by the Contractor to comply with these specifications or because unacceptable equipment or materials were delivered as determined by the City’s inspection. The City shall notify the Contractor of any unsatisfactory performance as soon as practicable so that it can be corrected without delaying payment if possible.

Contractor payment by City issued procurement card (currently VISA) is preferred. Otherwise, contractor will be paid electronically as an electronic funds transfer (EFT).

24. PROMPT PAYMENT ASSURANCE

LATE PAYMENTS BY CONTRACTORS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS PENALTY

When a contractor receives from the City of Gainesville any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 10 days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of 1 percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

25. CLAIM FOR EXTRA PAYMENT OR CHANGE ORDER

If the Contractor claims that any instruction or change issued by the City involves extra cost, it shall so notify the City in writing within ten (10) days after receipt of such instruction and in any event secure approval before proceeding to execute the work.

26. RECORDS/AUDITS

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

27. INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

28. RIGHTS OF APPEAL

Participants in this Invitation to Bid solicitation may protest Invitation to Bid specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

29. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notice necessary and incidental to the performance of the work.

30. COLLUSION

The bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion or fraud.

No City Commissioner, other City officer, or City employee shall directly or indirectly own more than five (5) percent of the total assets or capital stock of the bidding entity, nor shall such person directly or indirectly benefit by more than five percent from the profits or emoluments of this contract. For purposes of this section, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.

31. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS-TRANSIT FACILITIES SUPERVISOR, 352-393-7815, KIRKPATRIKR@CITYOFGAINESVILLE.ORG, AND P.O. BOX 490 MAIL STATION 5, GAINESVILLE, FL 32627.

LIVING WAGE POLICY

This contract is a covered service. (See Living Wage Decision Tree – Exhibit D attached hereto)

This contract is **not** a covered service.

The Living Wage ordinance, Ordinance 020663, as amended at Ordinance 030168, and as shown on the City's web page, applies to certain contracts for specific "Covered Services," which the City has determined may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Bidders/Proposers should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the services purchased are "Covered Services", prime contract amount exceeds the threshold amount, the bidder/proposer meets the definition of Service Contractor/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

If applicable, the adjusted Living Wage for this contract will be \$11.8269 per hour (Living Wage with Health Benefits) or \$13.08 per hour if Health Benefits are not offered.

If applicable, a successful Service Contractor/Subcontractor shall be required to execute the certification, attached as Exhibit E hereto, prior to the City executing the contract. Once executed, such certification will become a part of this contract; however, failure to sign such certification will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.
- (2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

For your information, Section 287.133 (2)(a) , Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

ADDENDA

The Bidder hereby acknowledges receipt of Addenda No.'s _____, _____, _____, _____, _____ to these Specifications.

TAXES

The subs bid below include Florida sales taxes on items required by Bidder to manufacture or supply the items to be provided or obtain items needed to perform the work, but do not include Florida sales taxes on the bid price below for equipment, materials or services to be provided to the City. The City of Gainesville is exempt from Florida sales taxes for certain purchases made by the City and will provide a tax exempt certificate upon request.

BID PRICING

This contract will be for five (5) years. Bid pricing shall be firm for the first two (2) years of the five year contract. This contract is subject to a percentage increase to the maintenance fee only annually beginning with Year Three (3) of the contract, not to exceed 3%. The increase shall be in accordance with the U.S. Bureau of Labor Statistics National Consumer Price Index (CPI), "All Urban Consumers", "U.S. All Items, 1982-84=100 – CUUR0000SA0", "Not Seasonally Adjusted" as measured for the previous 12 month period ending in May of each year. Beginning with Year Three (3) year of the contract, the City will consult the aforesaid index for the month of May and send written notice of the percentage increase by August 15, unless the data is not yet available. Should the index indicate a percentage decrease the monthly fee will remain unchanged for that corresponding year of the contract.

Only one of the following options will be chosen:

OPTION ONE:

Annual Cost for All-Inclusive Preventive Maintenance and Repairs: \$ _____
(All-inclusive includes the materials, parts and equipment under Option Two)

OPTION TWO:

Annual Cost for Preventive Maintenance: \$ _____

Hourly Rates for Repairs:

<u>Job Classification</u>	<u>Standard Hourly Rate</u>
Operating Engineer*	\$ _____
Mechanic*	\$ _____
Helper	\$ _____

**refer to 19. Staffing and Supervision, page 18, for required knowledge position is expected to possess.*

Rates for Materials, Parts, and Equipment:

Contractor's Markup +% _____%

If the Living Wage Ordinance applies, please provide pricing in a format similar to the above on a separate sheet of paper.

NOTE: THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE.

LOCAL PREFERENCE

Check one

Local preference requested: YES NO

A copy of your Business Tax Receipt and Zoning Compliance Permit should be submitted with bid if local preference is requested.

QUALIFIED LOCAL SMALL BUSINESS STATUS

Check one

Is your business qualified as a local small business in accordance with the City of Gainesville’s Small Business Procurement Program? (Refer to Definitions) YES NO

LIVING WAGE COMPLIANCE

See Living Wage Decision Tree hereto **check one**

- Living Wage Ordinance does not apply (check all that apply)
 - Not a covered service
 - Contract does not exceed \$100,000
 - Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
 - Located within the City of Gainesville enterprise zone.
- Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply; Contractor will be required to comply with the provision of the City of Gainesville’s living wage requirements, as applicable, without any adjustment to the bid price.

SIGNATURE ACKNOWLEDGES THAT: (Check)

- Bid is in full compliance with the Specifications.
- Bid is in full compliance with the Specifications except as specifically stated and attached hereto.

Signature also acknowledges that Bidder has read the current City of Gainesville Debarment/Suspension/Termination Procedures and agrees that the provisions thereof shall apply to this bid.

CORPORATE SEAL (If corp.)

ATTEST/WITNESS:

BIDDER:

Signature

Signature

By:_____

By:_____

Title:_____

Title:_____

TECHNICAL SPECIFICATIONS

1. SCOPE

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Instructions to Bidders, Special Provisions and General Conditions and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

2. DETAILED DESCRIPTION OF THE WORK

The City's Regional Transit System (RTS) desires to retain the services of a competent and qualified Contractor to provide professional, certified personnel for HVACR, Ventilation, and Compressed Air systems maintenance services at various RTS facilities. Our objective is to maintain these systems in a state of good repair throughout their useful life expectancy.

The successful contractor will be responsible for the performance of scheduled preventive maintenance on HVACR equipment, energy management system, and repair services on an as-needed basis. The successful contractor shall ensure that all aspects of the services are completed in a timely, legal and efficient manner. It is preferred that the contractor has a proven and verifiable record of providing similar services with a comparable size agency and expected work.

The successful contractor shall furnish all labor, supervision, materials, miscellaneous supplies, transportation, equipment, tools, chemicals, and all other accessories, services and activities necessary for the provision of HVACR maintenance and repair services for RTS.

The **mandatory pre-bid meeting/walk-through** will provide bidders the opportunity to:

- Learn the layout of the facilities
- View and inspect the equipment
- Make inventory and evaluation of the equipment

Upon notice of award, and prior to the commencement of any work, the awarded contractor shall provide RTS staff with a schedule which indicates dates for regular, preventive maintenance inspections and services. Upon contract execution, the contractor shall survey all equipment and provide a list of necessary repairs. Contractor will give 48 hours' notice prior to regular scheduled maintenance.

The apparent silence of the specifications to any detail or any apparent omission from them of a detailed description regarding services to be done shall be regarded as meaning the Manufacturer's suggested preventive maintenance practice shall prevail. All interpretations of these specifications shall be made upon this basis.

3. CONTRACTORS RESPONSIBILITIES

The Contractor shall be responsible for the professional quality, accuracy, competence, and methodology and the coordination of all services performed.

4. OWNERSHIP OF DOCUMENTS

All deliverable analysis, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor's services or performance during the course of this agreement, if any, shall be the property of RTS.

5. REQUIRED SUBMITTALS AND REPORTS

The Contractor shall maintain management, operation, and maintenance records and prepare management, operation, and maintenance reports. Within thirty (30) days of contract award, the Contractor shall establish a separate history file for each piece of equipment. Each file shall contain a listing of nomenclature and manufacturer's model number, as well as all manufacturer's literature, brochures, and pamphlets; maintenance, repairs, operator, and parts list manuals; warranty information; a copy of all completed Service Call Work Forms; Preventive Maintenance inspection checklists and forms; routine maintenance cost; Repair costs; and any other information relevant to work performed during the term of the contract. Contractor will, at a minimum, annually analyze accumulated data for predictive maintenance needs. Duplicate set of reports will be made for RTS.

- a. The Contractor shall develop a Maintenance and Repair Plan that will be reviewed and updated annually and submitted to RTS.
- b. The Contractor will break down the cost of the Preventive Maintenance Plan to have the cost of preventive maintenance of each individual piece of equipment listed. See Attachment A. Example: Price of contract is X amount, of that price X amount is to service PHP-1, X amount is to service PHP-2, and so forth. This will be for RTS record keeping for maintenance costs of each piece of equipment.
- c. The contractor shall maintain strict control of all documents. This includes logs and registers required by RTS.
- d. The contractor shall submit reports, and other documentation, in written and electronic form to RTS following each inspection, service, and repair.

6. SUBCONTRACTORS

Subcontractors or other professional associates are required in connection with the services covered by this agreement; the Contractor shall remain fully liable for the performance of or nonperformance of all such subcontractors or other professional associates. The contractor must list the sub(s) they intend to use and the manufacturers they are trained to repair, as part of the bid response. This includes providing copies of all such authorized repair authority from each manufacturer. Awarded bidder is not permitted to deviate from that list without City approval.

7. RTS AND CONTRACTOR REPRESENTATION

RTS designates the Transit Facilities Supervisor or their designee; as the employees to whom all communications shall be addressed should questions arise pertaining the conduct of performance of this agreement. The Transit Facilities Supervisor or their designated representative shall have the authority to transmit instructions, receive information and interpret and define the RTS's policy and decisions pertinent to the work covered by this agreement.

The Contractor shall designate or appoint a representative of the Contractor who is authorized to act on behalf of and bind the Contractor regarding all matters involving the conduct of the performance pursuant to this agreement and shall keep the RTS continually and effectively advised of such designation.

8. GENERAL REPAIR RATES

Bidders shall submit labor rates for the performance of repairs that are necessary to ensure that the various systems operate in accordance with the manufacturer's specifications. It is expected that the general repair service will be available 24 hours a day, 7 days a week, year round. Bidders must also provide a mark-up percentage factor that they would apply to the cost of repair parts in determining the City's cost for the repair parts; contractor's repair parts invoice will be provided as backup to RTS. General Repair estimates are to include time and material charges, and must be approved in advance by Transit Facilities Supervisor or designee.

9. CONTRACTOR PERSONNEL

The successful bidder shall schedule the same personnel, if at all possible, to perform regular maintenance work on this Preventative Maintenance Agreement. Substitute personnel shall be used only on rare occasions due to vacation, sickness, specialized repairs, etc. RTS reserves the right to request different personnel in the event that the PM Agreement is not being fulfilled as desired.

10. SERVICES

The contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements with regard to established time limits and quality standards.

Emergency service calls will be classified as emergency at the discretion of RTS. Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property, or threaten to disrupt activity operations. The contractor shall have procedures for receiving and responding to emergency services within 2 hours, 24 hours a day 7 days a week. The contractor must be on the job site and working within two hours after receipt of an emergency service call. The contractor shall work without interruption and shall correct, remedy, or take other action as required to contain the emergency service call before departing the job site.

Routine service calls consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or well-being of personnel, and lead to

property damage. Routine service calls will be classified as routine when the work does not qualify as an emergency call. The Contractor shall have procedures for receiving and responding to service calls within 2 hours after receipt of a service call received during the hours of 7am-5pm, and within 3 hours for service calls received after regular working hours, on weekends, or holidays

Recurring work consists of preventive maintenance (PM). The contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified. Preventive maintenance consists primarily of inspection, cleaning, lubrication, calibration, adjustment, and minor part and component replacement (e.g., filter, belts, fluids, oil, and grease) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to ensure the equipment is operating per manufacturer's standards

The Contractor shall submit an annual PM schedule to RTS for approval. The schedule shall include the facility/building number, the work to be performed (e.g., semiannual PM), and the week of the month the PM will be performed.

The contractor shall arrange work so as not to cause interference with normal occurrence of RTS business. In those cases where some interference is unavoidable, the Contractor must make every effort to minimize the impact of the interference and its effects.

Other contractors may be engaged in work in support of the facilities/buildings. The Contractor for this contract shall coordinate and cooperate with all other Contractors to avoid conflicts in work schedules and performance. In the event of conflicts that cannot be satisfactorily resolved, the matter shall be referred to the Transit Facilities Supervisor for a decision.

The contractor personnel shall present a neat appearance and be easily recognized. Waivers or exceptions for office personnel must be accepted by RTS.

The contractor will perform or oversee subcontractor performs, all work necessary to complete preventive maintenance services and repairs for all assigned equipment.

Typical work may include, but is not limited to:

1. Preventive maintenance inspections and service.
2. Cleaning and replacement of parts and equipment, as scheduled, and as needed.
3. Lubrication of parts.
4. Maintenance of records, detailing service, preventive maintenance and predictive maintenance for each piece of equipment.
5. Calibration of equipment, as needed.
6. Oil analysis.
7. Submittal of reports, service and preventive/predictive maintenance records as specified. (Records, reports and other required documentation shall be submitted in hard copy and in electronic form.)
8. Repairs, as authorized by RTS.
9. Evaluate equipment performance.

11. QUALIFICATIONS

The successful contractor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the performance of the services specified herein. Required services shall be performed on all types of HVACR equipment and systems.

Respondents wishing to be considered shall be able to demonstrate the following:

1. Proof of current State of Florida Certified Air Conditioning or Mechanical Contractor's License in good standing.
2. Proof of manufacturer's authorization for service/repairs.
3. Experience in similar contracting.
4. Capability of servicing a 24 hour/ 7day a week facility.
5. Number of years in business. Must have minimum of five years in business.
6. Project management skills and ability to coordinate activities with other trades to ensure that all sub-contractors (if applicable) are meeting the highest available performance standards, and to facilitate effective project scheduling.
7. Any subcontractors utilized for these services must also retain all permits, licenses, and certifications as may be required by federal, state, and local laws, ordinances, rules and regulations for the proper execution of the services specified herein.

8. List certifications and qualifications of personnel that will be used or possibly used to perform any aspect of this contract.

12. SERVICE LOCATIONS

Services to be provided at the following RTS locations:

1. Corinne Brown Facilities located at 34 SE 13th Road, Gainesville, FL 32601.
2. Rosa Parks Transfer Station located at 700 SE 3rd Street, Gainesville, FL 32601.
3. Butler Plaza Park N' Ride located at 4231 SW 30th Ave, Gainesville, FL 32608.

The City reserves the right to add or delete locations as necessary.

13. WORKMANSHIP AND INSPECTION

All work under the resulting contract shall be performed in a professional and skillful manner, RTS may, in writing, require the successful contractor to remove any employee from a site that RTS deems incompetent or careless, or for violation of workplace rules. RTS will, from time to time, conduct random, un-announced inspections of the work performed under the contract. Any inspection by RTS does not relieve the contractor from any responsibility regarding defects or other failures to meet the contract requirements.

- a. Tools, materials, equipment, and supplies used in the performance of these services shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Appropriate safety gear shall be provided by the contractor to all employees as necessary.

14. MATERIALS/REPLACEMENT PARTS

All materials for the performance of these services shall be furnished by the successful contractor, unless otherwise noted, and must be approved by RTS prior to being used.

- a. Materials/parts offered should be new. RTS reserves the right to accept used and refurbished parts, if in good working condition and of presentable appearance. If requested by RTS, the successful contractor shall furnish satisfactory evidence as to the kind and quality of materials and parts utilized for these services.
- b. In the event a portion, or all of a repair/replacement part, is found to be defective when delivered and/or installed, the successful contractor shall immediately replace the materials/parts at no cost to RTS.

15. TIME IS OF THE ESSENCE

Contractor acknowledges that time is of the essence. Contractor will use urgency to ensure all buildings can stay occupied at all times.

- a. Contractor will keep factory recommended stock parts for repairs, if not readily available locally.
- b. Contractor will have parts overnighted or picked up, if within means, to ensure the least amount of downtime possible.
- c. Other arrangements of heating and cooling will be made for areas that have a downtime of 24 hours. By means of portable heating and/or cooling units.

16. CLEAN-UP

The successful contractor shall, at all times, keep the adjacent areas of the job site free from accumulation of waste materials or rubbish caused by their operations. At the completion of the services, the successful contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies and materials, leaving the job site in a clean, ready to use condition. The successful contractor shall not use trash receptacles on RTS premises without authorization. All waste materials associated with these services shall be handled in accordance with all federal, state and local regulations.

17. WARRANTY

The successful contractor warrants to RTS that all work, materials, parts, equipment, and workmanship will be of good quality, free from faults and defects, under normal usage conditions, and in conformance with the project specifications. All work, materials, parts, equipment, and workmanship not conforming to these requirements, including substitutions not

properly approved and authorized, may be considered defective and rejected by RTS. Failure to support this warranty requirement (as determined by RTS) may, at the option of RTS, result in non-payment for services related to the defect; and result in termination of this contract.

- a. The warranty for work shall be one year after completion of the services.
- b. The warranty for materials, parts, and equipment shall be the standard manufacturers' warranties, or one year, whichever is greater.

18. ENVIRONMENTAL REQUIREMENTS

The contractor shall comply with all federal, state, and local environmental laws, and RTS policies and regulations. The use, handling, storage, and disposal of all toxic, hazardous, special wastes/materials shall be local, state, and federal regulations and procedures compliant.

Any hazardous and regulated materials shall be disposed of as prescribed by law and the successful contractor shall provide the appropriate certifications and records that verify and accredited hazardous material disposal company disposed of the materials.

The contractor must comply with Federal and State right-to-know laws if hazardous materials are used. MSDS safety sheets shall be made available to all workers and RTS representatives. The contractor shall immediately report to RTS's representatives any spillage or dumping of hazardous material on RTS property. The contractor shall also be responsible for the cleanup and any costs associated with such incidents.

19. STAFFING AND SUPERVISION

The successful contractor shall supervise and direct all work, in accordance with industry standards and any applicable manufacturer's instructions, to not in any way void a manufacturer's warranty. The successful contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the services.

- a. The successful contractor shall provide an adequate number of skilled workmen who are thoroughly trained and experienced in providing the services that are the subject of this solicitation.
- b. The successful contractor shall be responsible to RTS for agents and employees, and all other persons performing any of the work as specified herein.

Operating Engineer: requires thorough knowledge of high and low pressure boiler and chiller systems, electrical distribution and transfer systems and equipment, and auxiliary equipment; thorough knowledge of the methods, materials and tools used in the operation of applicable systems; working knowledge of system water testing and treatment procedures; and working knowledge of applicable building automation systems and interfaces.

Mechanic: requires thorough knowledge of the theory and operation of major types of refrigeration and air conditioning equipment and of the materials, equipment and techniques used in the repair and maintenance of such equipment; and working knowledge of electrical voltage, plumbing refrigeration, electrical and plumbing codes, thermodynamics and automated energy/environmental management systems.

20. REPAIRS AND SERVICES

The Contractor shall be available 24 hrs per day, 7 days a week. Contractor will provide RTS with a list of names and phone numbers of contacts for services.

- a. General calls for repairs and services during the hours of 7am-5pm Mon-Fri, must be meet within two hours of being contacted. During the hours of 5:01pm-6:59am Mon-Fri and all Sat/Sun, calls must be meet within 3 hours.
- b. For an emergency repair, a 2 hour response time is required from the time the Contractor is contacted by phone to the Contractor arriving onsite. The Contractor will be clearly notified by RTS that the request for repair service is an "Emergency Repair Service".

Note: Christmas Day and Thanksgiving Day are the only holidays RTS is closed. All other holidays are worked at full or reduced service.

21. EMERGENCY PLAN

The successful contractor will provide a detailed emergency plan to keep all areas operational and habitable. It is critical for our operations that the buildings remain occupational at all times. Contractor will maintain an updated report of the availability of emergency equipment, provide list of types of back-up equipment, locations of equipment, times for getting equipment to site, times for making connections to chiller, and pricing. Successful contractor will provide an updated list quarterly to RTS (Facilities Supervisor). The report will consist of the following:

- a. availability of the equipment to use in the event of chiller failure.
- b. types of back-up equipment available to them.
- c. locations of back-up equipment. Location is important to consider transport time and availability.
- d. how long it will take to get the equipment to the site.
- e. length of time to make chiller tap connections and have the back-up system operational.
- f. Pricing- contractor will keep an updated list of pricing for back-up equipment.

22. SAFETY AND ACCIDENT PREVENTION

The contractor shall formulate and submit, within 30 days after the contract award date, a written safety and health plan for acceptance by RTS. The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employee's responsibilities for: protection of RTS property and safety of others, employee's responsibilities for reporting all mishaps, and establish procedures for reporting or correcting unsafe conditions, hazards, or practices. The plan shall also contain mishap notification and reporting procedures. The contractor shall have a central POC(Point of Contact) for safety and health related issues. The POC shall be identified in writing to RTS.

- a. The contractor shall ensure employees have safety education when engaged in activities involving facilities, personnel, or equipment.
- b. The contractor shall immediately notify RTS safety personnel of all accidents/incidents involving employee use of and/or damage/injury to facilities, equipment, or personnel.
- c. The contractor shall provide all required personal protection equipment, e.g. respirators, hearing protection, eye protection, gloves, steel-toed boots, aprons, masks, face shields, reflective vests, etc. OSHA standards.

23. FACILITIES ACCESS

It is the contractor's responsibility to be familiar with access to job sites. The contractor shall also be responsible for the delivery of all contractor provided materials and equipment to job sites.

- a. RTS representative shall determine if the contractor's access to job site requires the issuance of keys. If keys are provided and lost, the contractor will be responsible for the cost of replacement locks and keys at the contractor's cost.

24. BILLING OF REPAIRS

Labor provided by the successful contractor shall be billed to RTS based on the hourly rates submitted. The standard hourly rate shall include full compensation for labor, equipment use, and other costs associated with labor. The successful contractor shall bill the labor as straight time. The hourly rate shall start upon arrival at the job site and end upon departure from the site. This hourly rate shall be used as required by RTS for the services specified, as well as unforeseen labor needs not otherwise addressed.

All labor for the performance of these services shall be furnished by the successful contractor or their subcontractor.

All maintenance, service and repairs will be coordinated with RTS Facilities Maintenance. Upon arrival to job site, the successful contractor shall notify the contact person.

Materials provided by the contractor shall be billed to RTS based on the actual cost to the contractor, plus the stated percent mark-up in the bid response. Copies of the material invoices shall be submitted with each invoice. RTS shall only pay fair market prices for materials.

25. REQUIREMENTS

The requirements below are not all inclusive of work to be performed. It is the successful contractor's responsibility to develop a preventive maintenance program based on the requirement below along with the equipment manufacturer's

recommended maintenance, taking into account the equipment, its use and the overall operating conditions that the equipment is subject to. This pertains to all equipment types and groups listed below. The successful contractor shall develop reporting forms acceptable to RTS for reporting and logging purposes. These forms and reports shall be submitted as required in both electronic form and hard copy.

26. HVACR SERVICE

Contractor will be responsible for Siemens Energy Management System, by utilizing Siemens Industry Inc when necessary or through purchasing a service agreement. Contractor is responsible for updates for software, firmware, repairs, parts, and preventive maintenance.

Annual inspections and associated preventive maintenance shall be performed on all HVACR units prior to the beginning of the peak cooling season (not later than April 1) or upon award of contract, and prior to the beginning of the peak heating season (not later than November 1) or upon award of contract. Two additional preventive maintenance services will be scheduled so that services are conducted quarterly, unless otherwise specified. Equipment performance evaluations will be made annually.

A. **Minimum requirement of the Preventive Maintenance and Inspection of HVACR Units: *Smardt Chiller, Boilers, Pumps, etc. - See manuals for detailed requirements**

1. Monthly

A visual walk thru inspection shall be made once per month. Any coils or filters that are dirty shall be cleaned or changed.

Upon completion of the Monthly Walk Thru a single report shall be submitted to the owner noting any filters that required attention, repairs made or needed and any other potential problems or abnormalities noted.

2. Quarterly

The successful bidder shall check, change and supply all filters as needed on a quarterly basis during normal operating season. Biocide tablets shall also be supplied and placed in condensate pans.

Upon completion of the Quarterly Inspection a single report shall be submitted to the owner noting any filters that required attention, repairs made or needed and any other potential problems or abnormalities noted.

3. Twice Per Year

All HVAC units and chillers are to be inspected, serviced, tested and reported on two times per year.

A. Spring Inspection (prior to the cooling season) shall include, but is not limited to:

- a. Check and clean or replace filters
- b. Check operating pressures
- c. Record liquid line and suction line pressures
- d. Check for signs of refrigerant leaks
- e. Check and record all motor amperage draws
- f. Record temperature differential across evaporator coil
- g. Check evaporator suction line temperature
- h. Lubricate moving parts as applicable
- i. Check belts and adjust tension, if needed
- j. Check pressure cut-out settings
- k. Check start capacitors and potential relays, if applicable
- l. Check compressor contactor
- m. Check all wiring and wiring connections
- n. Clean condenser coils
- o. Check condensate drain operation
- p. Supply and place biocide tablets in condensate pans
- q. Check reversing valve (heat pumps only)
- r. Check defrost control operation (heat pumps only)

- s. Replace and properly secure any doors or access panels removed during inspection.
 - t. Record and report all data to owner and any additional repairs or modifications that may be required.
- B. Fall Inspection (prior to the heating season) shall include, but is not limited to the following:
- a. Check and clean or replace filters
 - b. Check and adjust thermostat
 - c. Check and adjust all safety controls
 - d. Lubricate moving parts as applicable
 - e. Check belts and adjust tension, if needed
 - f. Check and/or replace filters
 - g. Check fan control
 - h. Record temperature rise
 - i. Check complete heating cycle
 - j. Check electrical wiring connections and insulation
 - k. Clean burners and pilot (gas furnaces)
 - l. Check spark ignition operation (gas furnaces)
 - m. Check for gas leaks (gas furnaces)
 - n. Check vent pipe and draft diverter (gas furnaces)
 - o. Check amperage draw on each element (electric heaters)
 - p. Check sequence of operation (electric heaters)
 - q. Record and report all data to owner and any additional repairs or modifications that may be required.
 - r. Replace and properly secure any doors or access panels removed during inspection.
- C. Chiller – (Twice per year) - *See manuals for detailed requirements*
- a. Check contacts
 - b. Check amps and volts while in operation
 - c. Inspect fans and blades
 - d. Check and clean coils
 - e. Use computer dialogists to check sensor and ensure proper set points
 - f. Review and adjust water temperatures for both in and out
 - g. Record and report all data to owner and any additional repairs or modifications that may be required.
 - h. Replace and properly secure any doors or access panels removed during inspection.
4. Spring and Fall Report
- The spring and fall inspections shall be fully documented. Each piece of equipment inspected shall have an individual work sheet denoting at a minimum the following items:
- Unit #, Unit Model and Brand, Unit size, unit location, date, service technician and a complete listing of all service information checked on the unit.
- The completed report shall be submitted to the owner no later than one week after the inspection is completed.
5. Cleaning of Coils
- The standard for cleanliness for an acceptable coil is that the coil surface must be fully void of dirt and debris, and light must pass through the coil fins. Some coils may require several cleanings to meet the standard.
- Upon completion of the cleaning of the coils, the contractor shall submit a report denoting the coils were cleaned, the pre-cleaned condition of the coils and an estimate of when the coils might require cleaning again.
6. Inspection of Mechanical Items
- All piping valves associated with the water, hot water, fire or chilled water system are to be exercised by fully opening and closing each valve on a regular schedule two times per year.
- All adjustable HVAC vents and fresh air intakes shall be cleaned and maintained as necessary to keep them in good operating condition.

Exhaust vents located on the roofs of the buildings shall be inspected, cleaned, secured for wind and kept in good operating condition.

Maintenance schedule and service requirements for mechanical equipment not specifically listed in this request shall be serviced following accepted industry standards. All such equipment should be listed in the bidder's comprehensive equipment inventory along with the respective proposed service.

7. Filters

The successful bidder shall purchase and install all necessary filters. Filters will be pleated.

8. Belts

The successful bidder shall purchase and install all necessary belts. Successful bidder is responsible for one belt change per contract year. However, it is not the intent of RTS to waste resources. If a belt has no wear or is expected to have an extended service life, it can be reused.

9. Ice Machines

Ice machines cleaned and sanitized quarterly. Filters replaced semi-annually. Scottsman ice machine uses water filter: Everpure: **2B1353**

B. Minimum requirement of the Preventive Maintenance Inspection of Ventilation Systems:

1. Quarterly

- a. Perform a visual inspection, check for unusual noise or vibration.
- b. Check electrical wiring and electrical components.
- c. Check operation of the control circuit and the system interlocks.
- d. Perform routine maintenance as necessary and lubricate as required.
- e. Tighten all loose nuts and bolts.
- f. Check drive belts and adjust as needed.
- g. Inspect for cleanliness. Clean exterior surfaces only. Removing dust and grease on motor housing assures proper motor cooling.

2. Annually

- a. Perform a visual inspection, check for unusual noise or vibration.
- b. Check electrical wiring and electrical components.
- c. Check operation of the control circuit and the system interlocks.
- d. Perform routine maintenance as necessary and lubricate as required.
- e. Tighten all loose nuts and bolts.
- f. Check drive belts and adjust as needed.
- g. Inspect for cleanliness. Clean exterior surfaces only. Removing dust and grease on motor housing assures proper motor cooling.
- h. Replace belts.

C. Minimum requirement of the Preventive Maintenance Inspection of Champion Air Compressors and Air Driers:

See Attachment B for a sample Air Condition and Compressor Checklist.

1. Quarterly

- a. Perform a visual inspection, check for unusual noise or vibration.
- b. Check electrical wiring and electrical components.
- c. Inspect for leaks.
- d. Check belts for wear and alignment.
- e. Test blowdown operation.
- f. Change oil, using Champlub.
- g. Clean intake air filters.

h. Check Hankinson inline filters.

2. Annually

- a. Perform a visual inspection, check for unusual noise or vibration.
- b. Check electrical wiring and electrical components.
- c. Inspect for leaks.
- d. Test blowdown operation
- e. Change oil, using Champlub.
- f. Replace intake air filters. There are 10- P05051A filters.
- g. Check Hankinson inline filters.
- h. Replace belts. There are 18- B100 Belts.
- i. Perform compressor oil analysis.

There are 18- B100 Belts.

There are 10- P05051A filters

There are 6- Hk-10 Hankinson filters

Hankinson HK-10 filters will only be changed as needed.

RTS's representative and the contractor will conduct an inspection of the completed services provided.

- a. Any deficiencies noted during an inspection shall be corrected before final acceptance. Such deficiencies will be corrected within 24 hours after receipt of notification, at the contractor's expense.
- b. If the successful contractor fails to correct the defects within this time frame, RTS shall be entitled to have such work remedied and the successful contractor shall be fully liable for all costs and expenses reasonably incurred by RTS.

27. HVACR EQUIPMENT LIST

See Attachment C for list of equipment.

EXHIBITS

LOCAL SMALL BUSINESS PROGRAM

It is the policy of the City of Gainesville that Local Small Businesses shall have the maximum opportunity to participate in the performance of all aspects of contracting and subcontracting opportunities for the City of Gainesville. In this regard, the City of Gainesville and its contractors will take all necessary and reasonable steps to ensure that Local Small Businesses have the maximum opportunity to compete for and perform such contracts/subcontracts and provide materials for such contracts/subcontracts.

Except as provided below, evaluation of a bid/proposal may result in bid/proposal being rejected for failure to comply with the following conditions. Upon contract award, failure of any Bidder/Proposer to comply with these conditions/requirements which seek to maximize the use of Local Small Businesses shall constitute a breach of a contract award. Upon such breach, the City of Gainesville may at its option, terminate the contract and/or pursue any and all other appropriate remedies available under the contract or otherwise under applicable law.

Contract Award Conditions:

Contract award will be conditioned on meeting the requirements of this section. The City of Gainesville requires the following:

1. Submission by the Bidder/Proposer of the completed "Tabulation of Subcontractors" form (Exhibit I)) with the bid/proposal;
2. The names and addresses of all Subcontractors. Clearly designate which Subcontractors are Local Small Businesses that will participate in the contract;
3. A description of the Work and/or Materials that each Local Small Businesses will perform or supply;
4. The dollar amount or percentage of the Work and/or Materials that each Local Small Business will provide on the project.
5. If the actual participation of Local Small Business in the apparently successful bid/proposal is not maximized, as determined by the Local Small Business Procurement Program Coordinator, such bidder/proposer shall submit documentation of all Good Faith Efforts (successful and unsuccessful) that were engaged in, prior to bid or proposal submission, to maximize the use of Local Small Businesses on this project. Efforts undertaken after bid submissions are not relevant to the decision to award.

Good Faith Efforts:

A condition of contract award is that the contract award be made only to the Bidder/Proposer (including Local Small Business Bidders/Proposers) who maximize the utilization of Local Small Business subcontractors or who makes Good Faith Efforts to maximize the use of Local Small Business Subcontractors. The City of Gainesville will determine whether a Bidder/Proposer has made Good Faith Efforts if the Bidder/Proposer does the following:

If the Bidder/Proposer does not maximize the participation of Local Small Businesses on this project, the Bidder/Proposer must provide all documentation which by its scope, quality, quantity and intensity of the different kinds of efforts the Bidder/Proposer made to maximize participation can be confirmed and be evaluated. The documentation should be provided both as to those efforts wherein the Bidder/Proposer was successful in obtaining participation and those where it was not. In the latter case, the documentation should further indicate the reason for lack for success, i.e. Subcontractor's bid too high, Subcontractor who bids is apparently not qualified to perform the particular services, no bids received, etc.

Mere pro forma efforts are not Good Faith Efforts to meet the Local Small Business requirements. The Bidder/Proposer will be required to submit written documentation of Good Faith Efforts when the participation on this project is not maximized, if they wish to be awarded the contract.

The City of Gainesville will consider the following list of types of actions as a part of the Bidder's/Proposer's Good Faith Efforts to obtain Local Small Business Subcontractor participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all Local Small Business who have the capability to perform the Work or provide Materials needed to complete the project. The Bidder/Proposer must solicit this interest within sufficient time to allow them to respond to the solicitation.

The Bidder/Proposer must determine with certainty if they are interested by taking appropriate steps to follow-up the initial solicitations.

2. Selecting portions of the Work to be performed or portions of the Materials to be provided by Local Small Businesses in order to increase the likelihood that participation is maximized. This includes, where appropriate, breaking out contract Work items or Material items into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these Work items or provide these Material items with its own forces.
3. Providing interested Local Small Businesses with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4.
 - (a) Negotiating in good faith with interested Local Small Businesses. It is the Bidder's/Proposer's responsibility to make a portion of the Work or Materials available to the Subcontractors and to select those portions of the Work or Material needed consistent with the available Local Small Business Subcontractors, so as to facilitate participation. Evidence of such negotiation includes the names, addresses and telephone numbers of Local Small Businesses that were considered; a description of the information provided regarding the plans and specifications for the Work or Materials selected for subcontracting; and evidence as to why additional agreements could not be reached to perform the Work or provide the Materials.
 - (b) A Bidder/Proposer using good business judgment would consider a number of factors in negotiating with Subcontractors, and would take a firm's price and capabilities into consideration. However, the fact that there may be some additional costs involved in finding and using Local Small Businesses is not in itself sufficient reason for a Bidder/Proposer's failure to seek to maximize the use of them as long as such costs are reasonable and/or may be offset by other less tangible benefits. Also, the availability or desire of a Bidder/Proposer, including a Local Small Business Bidder/Proposer to perform the Work or provide the Materials of a contract with its own organization does not relieve the Bidder/Proposer the responsibility to make Good Faith Efforts and maximize utilization of other Local Small Businesses. Bidder/Proposers are not, however, required to accept higher quotes from Local Small Businesses if the price difference is excessive or unreasonable or they are not qualified to perform the Work. These decisions should, however, be supportable and documented as part of the required Good Faith Efforts.
5. Making efforts to assist interested Local Small Businesses in obtaining bonding, lines of credit, or insurance as required by the City of Gainesville or Bidder/Proposer.
6. Making efforts to assist interested Local Small Businesses in obtaining necessary equipment, supplies, Materials, or related assistance and services.
7. Effectively using the services of available small and minority business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of Local Small Businesses.

In determining whether a Bidder/Proposer has maximized participation, the City of Gainesville will take into account the performance of other Bidders/Proposers in meeting this requirement of the bid/proposal and historical participation by Local Small Businesses involving similar Work or Materials. For example, when the apparent successful Bidder/Proposer fails to obtain or fails to maximize Local Small Business participation, but others Bidders/Proposers obtained and/or maximized such participation, the City of Gainesville will reasonably raise questions whether, with additional reasonable efforts, the apparent successful Bidder/Proposer could have obtained and/or maximized participation. As indicated, a reasonable level of participation (maximization) may not be apparent until after bids/proposals are opened and participation of various bidders compared. Therefore, it is recommended that in all cases, all pre-submittal Good Faith Efforts be documented, and retained in the event that such are required to be submitted for review/verification.

Even if a Bidder/Proposer is a Local Small Business, maximizing the utilization of other Local Small Businesses is still required.

Local Small Businesses Terminations/Substitutions:

A Bidder/Proposer shall not terminate for convenience a Local Small Business Subcontractor and then perform the Work or provide the Materials of the terminated Subcontractor within its own forces or those of an affiliate without the prior consent of the City of Gainesville.

When a Local Small Business Subcontractor is terminated or fails to complete its Work or fails to provide the Materials on the contract for any reason, the prime contractor shall make Good Faith Efforts to find another Local Small Business subcontractor to substitute for the original Local Small Business. These Good Faith Efforts shall be directed at finding another Local Small Business to perform at least the same amount of Work or provide the same amount of Materials under the contract as the business that was terminated to the extent needed to meet the contract goal or commitment.

The City of Gainesville shall have the right to consider price, quality, past performance including meeting Small Business Procurement Program commitments, time required for performance and qualifications of the Bidder/Proposer in making the award.

Equal Opportunity Assurance:

The contractor, sub recipient, or Subcontractor shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of his contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate.

The Contractor shall include this assurance in each subcontract it signs with a Subcontractor or Material Supplier.

Protest of Rejected Bid/Proposal – Administrative Reconsideration

1. The Local Small Business Procurement Program Coordinator shall review bids and proposals to evaluate whether said bids or proposals comply with the above stated requirements. In the event that a bid or proposal is rejected for failure to comply with the stated requirements, the affected bidder or proposer may obtain reconsideration of such determination by filing a Protest/Request for Reconsideration.
2. In the reconsideration, the Bidder/Proposer has the opportunity to demonstrate how the Bid/Proposal met the requirements of the Program. The Request for Reconsideration shall be submitted to the Small Business Procurement Program Office within five (5) working days after receipt of notice of rejection. The Request for Reconsideration shall address the issues of whether the Bidder/Proposer maximized Local Small Business participation or made adequate good faith efforts to maximize the participation of local small business participation and shall include documentation associated with these factors.
3. The decision on reconsideration will be made by the Administrative Services Director.
4. The Bidder/Proposer may have the opportunity to meet in person with the Administrative Services Director to discuss the issue of whether it met the criteria outlined above (see Item 2).
5. The Bidder/Proposer will be sent a written decision on reconsideration, explaining the basis for finding that the Bidder/Proposer did or did not meet the criteria above (see Item 2).
6. All the arguments, documentation, and evidence, which is relevant to the Request for Reconsideration must be submitted by the Bidder/Proposer to the Administrative Services Director at least three (3) working days prior to the meeting described in Item 4 above or, if no meeting is held, three (3) days prior to the anticipated date of the decision on reconsideration. Absent fraud or mistake not attributable to the Bidder/Proposer, evidence of efforts undertaken subsequent to submission of the bid/proposal will not be considered. If no additional evidence or documentation is submitted by the Bidder/Proposer in accordance with the above, only the documents currently on file with the Purchasing Division will be reviewed at the meeting.

QUALIFIED LOCAL SMALL BUSINESS UNAVAILABILITY FORM

This form will assist you in meeting your Good Faith Efforts requirements. *Please TYPE or PRINT legibly. Use additional sheets as necessary.*

***Note:** Keep all relevant documentation that verifies opportunities were provided to Qualified Local Small Businesses. If it is not evident that your firm made Good Faith Efforts to maximize the Qualified Local Small Businesses, you will be asked to submit documentation.

BUSINESS RESPONSES: **1** -Did not bid in response to the invitation; **2** -Submitted a bid which was not the low responsible bid; **3** - Please specify other.

Qualified Local Small Business Name	Business Phone Number	Description of Work/Material Sought	Response of Business (1, 2 or 3)	Notes:

The undersigned representative of the prime contractor confirms that the above Qualified Local Small Businesses were invited to participate as subcontractors and/or materials suppliers in the prime contractor's the bid/proposal for the City of Gainesville.

Bidding/Proposing Company: _____ Form Completed By: _____

Title: _____ Signature: _____ Date: _____

CITY OF GANESVILLE

ARTICLE X. LOCAL PREFERENCE POLICY*

***Editor's note:** Section 9 of Ord. No. 001261 states: "This ordinance shall become effective October 1, 2004, and shall be reviewed by the City Commission October 1, 2005, and unless extended by action of the City Commission, shall be deemed repealed effective March 31, 2006, provided that it shall remain applicable to new contracts solicited prior to repeal."

Sec. 2-620. Findings of fact.

The city annually spends significant amounts on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues derived from local businesses in the corporate city limits of Gainesville, and the city commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city commission has determined that it is in the best interest of the city to give a preference to local businesses in the corporate city limits of Gainesville in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

(Ord. No. 001261, § 1, 3-29-04)

Sec. 2-621. Definition.

"Local business" means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the business tax receipt.

(Ord. No. 001261, § 2, 3-29-04)

Sec. 2-622. Local preference in purchasing and contracting.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, as described below, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other authority. In the case of requests for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points.

(Ord. No. 001261, § 3, 3-29-04)

Sec. 2-623. Exceptions to local preference policy.

The preference set forth in this Article X shall not apply to any of the following purchases or contracts:

- (1) Good or services provided under a cooperative purchasing agreement;
- (2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission or charter officer;

- (3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or
- (4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies;
- (5) Purchases with an estimated cost of \$50,000.00 or less;
- (6) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation of the charter officer and approval of the city commission. The preferences established herein in no way prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city commission or other purchasing authority from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 001261, § 4, 3-29-04)

Sec. 2-624. Application, enforcement.

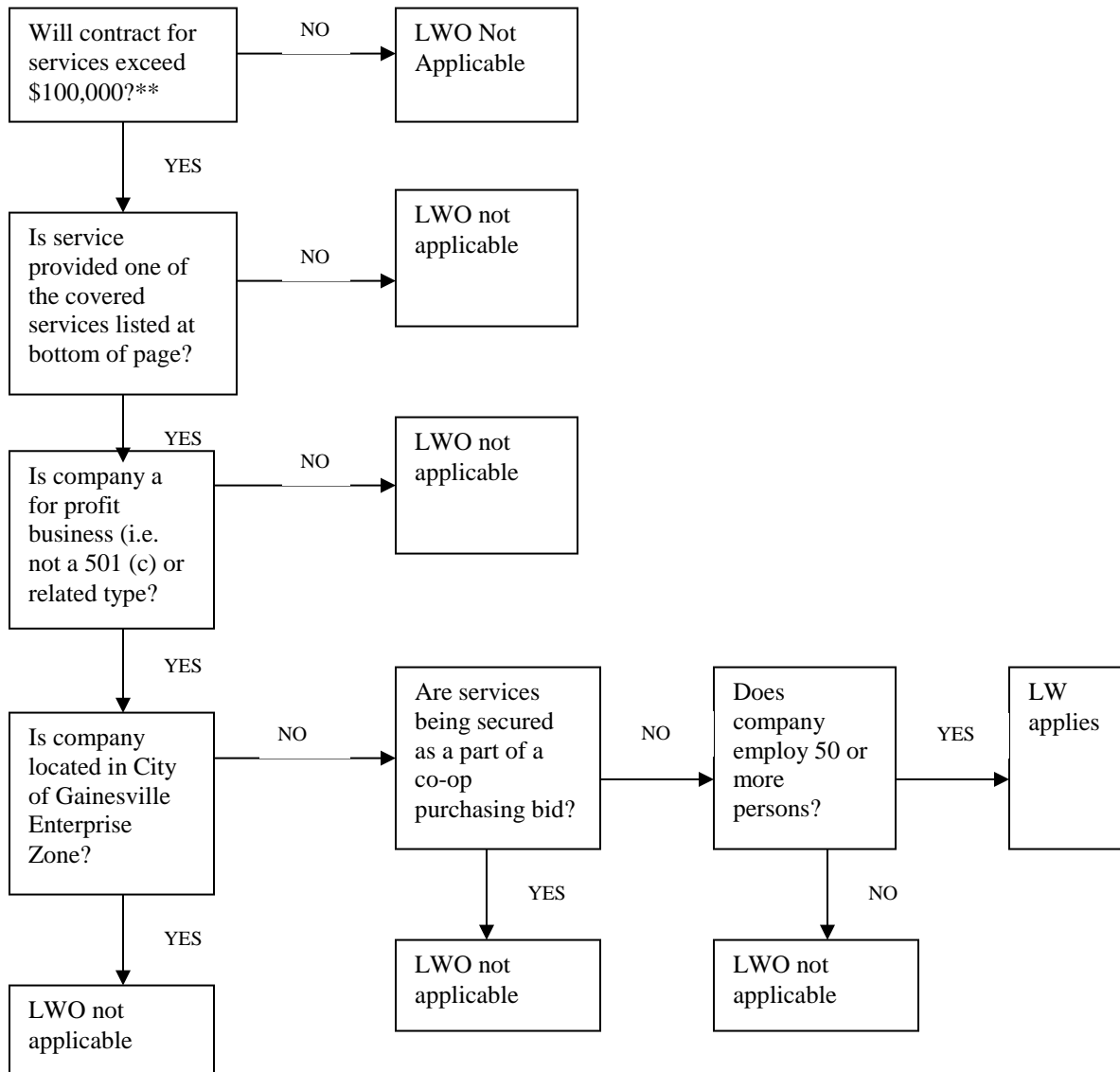
The local preference shall apply to new contracts for supplies, materials, equipment and services first solicited after October 1, 2004. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(Ord. No. 001261, § 5, 3-29-04)

CITY OF GAINESVILLE

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services
****Total value of contract**

CITY OF GAINESVILLE

CERTIFICATION OF COMPLIANCE WITH LIVING WAGE

The undersigned hereby agrees to comply with the terms of the Living Wage Ordinance and to pay all covered employees, as defined by City of Gainesville Ordinance 020663 as amended at 030168 (Living Wage Ordinance), during the time they are directly involved in providing covered services under the contract with the City of Gainesville for _____ a living wage of \$_____ per hour to covered employees who receive Health Benefits from the undersigned employer and \$_____ per hour to covered employees not offered health care benefits by the undersigned employer.

Name of Service Contractor/Subcontractor: _____
Address: _____
Phone Number: _____
Name of Local Contact Person _____
Address: _____
Phone Number: _____
\$ _____
(Amount of Contract)

Signature: _____ Date: _____

Printed Name: _____

Title: _____

CITY OF GAINESVILLE

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. 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.
2. 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), 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 of nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

CITY OF GAINESVILLE

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation with authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition.
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public

My Commission expires _____, 20_____.

Proposer's E.I. Number: _____

(Number used on Employer's Quarterly Federal tax return)

DEBARRED AND SUSPENDED BIDDERS

Breach of Contract

1. **Scope.**

This policy prescribes policies and procedures relating to:

 - (a) the debarment of bidders for cause;
 - (b) the suspension of bidders for cause under prescribed conditions;
and,
 - (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.
2. **General.**

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.
- 2.1 **Definitions.**
 - (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
 - (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
 - (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
 - (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
 - (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
 - (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".
3. **Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.**
 - (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
 - (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
 - (c) The list shall be kept current by issuance of notices of additions and deletions.
4. **Treatment to be Accorded Firms or Individuals Debarred or Suspended**

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

 - (a) **Total restrictions.** A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
 - (b) **Restrictions on subcontracting.** If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.
5. **Causes and Conditions Applicable to Determination of Debarment.**

Subject to the following conditions, the Department of Management and Financial Services is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

 - (a) **Causes**

- (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
- (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
- (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
- (5) Debarment by any other governmental agency.

(b) Conditions.

- (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Department of Management and Financial Services.
- (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
- (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). for the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
- (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Department of Management and Financial Services.
- (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Department of Management and Financial Services shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Department of Management and Financial Services may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment of Suspension.

When the Department of Management and Financial Services seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Department of Management and Financial Services shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

CITY OF GAINESVILLE

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential contractor for a major third-party contract),
_____ certifies to the best of its knowledge and
belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant (potentially third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CITY OF GAINESVILLE

Revised: 4/4/2005

TABULATION OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Undersigned states that the following is a complete list of the proposed Subcontractors and Material Suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent of the City of Gainesville. **This form should be completed and submitted with the submittal.**

Please TYPE or PRINT legibly. Use additional sheets as necessary.

SUBCONTRACTORS

Company Name	Company Phone Number	Class of Work	% or Price of Work	Qualified Local Small Business
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

MATERIALS SUPPLIERS

Company Name	Company Phone Number	Type of Supply/Material	% or Price of Materials	Qualified Local Small Business
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Bidding Company Name: _____

Form Completed By: _____

Date: _____

Title: _____

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: RTSX-180011-DS

DUE DATE: July 11, 2017 @ 3:00 p.m.

SEALED BID ON: HVACR and Air Compressor Preventive Maintenance and Repair Services

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current workload does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a Local Small Business? yes _____ no _____

ATTACHMENTS

REFERENCES

FAILURE TO MEET THE MINIMUM QUALIFICATIONS PER #11 OF THE TECHNICAL SPECIFICATIONS WILL RESULT IN BID NOT BEING CONSIDERED FOR AWARD.

List references of similar projects with Commercial and/or Municipal clients performed **within the past five years**.

Respondents submitting a bid must have successfully completed and / or managed similar projects as detailed in the Scope of Work, within the last five (5) years by the individual, firm, or project manager assigned to the Work.

- 1) Job Location: _____ Date work performed: _____
Business Name: _____
Contact Name: _____
Phone Number: _____ Email: _____

- 2) Job Location: _____ Date work performed: _____
Business Name: _____
Contact Name: _____
Phone Number: _____ Email: _____

- 3) Job Location: _____ Date work performed: _____
Business Name: _____
Contact Name: _____
Phone Number: _____ Email: _____

- 4) Job Location: _____ Date work performed: _____
Business Name: _____
Contact Name: _____
Phone Number: _____ Email: _____

- 5) Job Location: _____ Date work performed: _____
Business Name: _____
Contact Name: _____
Phone Number: _____ Email: _____

QUALIFICATIONS

FAILURE TO MEET THE MINIMUM QUALIFICATIONS PER #11 OF THE TECHNICAL SPECIFICATIONS WILL RESULT IN BID NOT BEING CONSIDERED FOR AWARD.

1. SUBMITTED BY:

Name of Firm: _____

2. NUMBER OF YEARS IN BUSINESS:

3. MANUFACTURERS' AUTHORIZATION FOR SERVICE/REPAIRS (provide authorization letter with bid response):

Name of Manufacturer: _____

Contact Name: _____

Contact Phone Number: _____

4. FIRM LICENSING (Either current State of Florida Certified Air Conditioning OR Mechanical Contractor's License, in good standing, is required):

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

5. PERSONNEL CERTIFICATIONS/QUALIFICATIONS (List certifications and qualifications of personnel that will be used or possibly used to perform any aspect of this contract):

3. Name of Subcontractor: _____
Work Subcontractor will perform: _____
Jurisdiction: _____
License Number: _____
Jurisdiction: _____
Type of License: _____
License Number: _____
4. Name of Subcontractor: _____
Work Subcontractor will perform: _____
Jurisdiction: _____
License Number: _____
Jurisdiction: _____
Type of License: _____
License Number: _____
5. Name of Subcontractor: _____
Work Subcontractor will perform: _____
Jurisdiction: _____
License Number: _____
Jurisdiction: _____
Type of License: _____
License Number: _____

ATTACHMENT A

#170356A

34 SE 13th Rd, Gainesville, Florida 32601	Unit	Cost of Annual Maintenance
Smardt Chiller	CH-1	
Chilled Water Pump	CHP-1	
	CHP-2	
Boiler Hot Water Pump	HWP-1	
	HWP-2	
AAON Unit Heater	HU-11	
	HU-12	
Temtrol AHUs	AHU-51	
	AHU-52	
AAON AHUs	AHU-11	
	AHU-12	
AAON Split Cond	CU-11	
	CU-12	
Data Aire Split System	CM-11	
	CRAC-11	
	CM-12	
	CRAC-12	
Lennox Package Unit	PHP-11	
	PHP-12	
Trane Package Unit	PHP-13	
Taskmaster Heat Units	UH-01	
	UH-02	
	UH-03	
Benchmark Boiler	B-1	
	B-2	
Ultra Force Water Heater	GWH-1	
	GWH-2	
	GWH-3	
Lennox Split System	CU-31	
	AHU-31	
Scotsman Ice Machine	No Label	
PneumaTechRefrigerated Air Dryer	AD-01	
	AD-02	
	AD-03	
4231 SW30th Ave, Gainesville Florida 32608		
Gree	No Label	
700 SE 3rd St, Gainesville Florida 32601		
Unknown Brand	No Label	

Data Aire, Inc.



Monthly Maintenance Inspection Checklist

Model No. _____

Serial No. _____

Prepared by: _____

Date: ___ / ___ / 201__

Air Filters

___ Check for restricted air flow

Air Distribution Section

___ Check for restriction in grille(s)

Compressor

___ Check oil levels (Semi-compressor only)

___ Check for leaks

Refrigeration Cycle/Section

___ Check crank case temperature

Air Cooled Condenser (if applicable)

___ Condenser coil clean

___ Motor mounts tight

___ Motor fan bearings in good condition

___ Refrigeration lines properly supported

Water/Glycol Fluid Cooler (if applicable)

___ Water regulating valve function

___ Check for water/glycol leaks (piping area)

Glycol Pump(s)

___ Glycol leaks (pump area)

___ Pump operation

___ Auto air vent clean of mineral deposits

Condensate Drain and Pump (if applicable)

___ Check for water leaks

___ Check for restricted air flow

___ Pump operation

Steam Generating Humidifier

___ Check canister for deposits and water level

___ Check condition of steam hose and clamps

Electrical Panel

___ Check contactor operation

___ dap4 control panel operations

Equipment Runtimes

Condenser _____ hrs

Compressor No.1 _____ hrs

Compressor No. 2 _____ hrs

Reheat No. 1 _____ hrs

Reheat No. 2 _____ hrs

Reheat No. 3 _____ hrs

Humidifier _____ hrs

Dehumidification _____ hrs

Energy Saver _____ hrs

___ Reset all to read zero runtimes

Temperature/Humidity set at: ___ ° ___ % RH

Data Aire, Inc.

Quarterly Maintenance Inspection Checklist



Model No. _____
Prepared by: _____

Serial No. _____
Date: ___ / ___ / 201__

Air Filters

- Check for restricted air flow
- Check filter differential switch
- Wipe filter rack section clean

Air Distribution Section

- Check for restriction in grille(s)

Compressor

- Check oil levels (Semi-hermetic compressor only)
- Check for leaks

Refrigeration Cycle/Section

- Check for moisture (site glass)
- Check suction pressure
- Check discharge pressure
- Check hot gas bypass valve operation
- Check thermostatic expansion valve op
- Check solenoid valve operation

Air Cooled Condenser (if applicable)

- Condenser coil clean
- Motor mounts tight
- Motor fan bearings in good condition
- Refrigeration lines properly supported
- Heated receiver site glass #1 ___ #2 ___

Water/Glycol Fluid Cooler (if applicable)

- Water regulating valve function
- Check solution _____%
- Check for water/glycol leaks (piping area)
- Water/Glycol flow switch operational

Glycol Pump(s)

- Glycol leaks (pump area)
- Pump operation
- Auto air vent clean of mineral deposits

Condensate Drain and Pump (if applicable)

- Check for water leaks and restricted flow
- Pump operation

Steam Generating Humidifier

- Check canister for deposits and water level
- Check condition of steam hose and clamps
- Check drain and fill valve for deposits

Reheat

- Check reheat element(s) for dust
- Check high limit switch operation

Electrical Panel

- Check fuses
- Check contactor operation
- Check all electrical connections
- Check operation sequence
- Check calibration of change over thermostat (Energy Saver System Only)

dap4 control panel operations

- Check calibration of temperature sensor
- Check calibration of humidity sensor
- Check calibration of discharge air sensor

Equipment Runtimes

- Condenser _____ hrs
- Compressor No. 1 _____ hrs
- Compressor No. 2 _____ hrs
- Reheat No. 1 _____ hrs
- Reheat No. 2 _____ hrs
- Reheat No. 3 _____ hrs
- Humidifier _____ hrs
- Dehumidification _____ hrs
- Energy Saver _____ hrs

____ Reset all to read zero runtimes
Temperature/Humidity set at: _____° _____% RH

MAINTENANCE

FREQUENCY SCHEDULE

Recommended Maintenance Service for Temtrol Equipment

Type of Service	Start-Up	Monthly	Every 6 Months	Shutdown	Annually
Inspect General Condition of Unit	X	X			
Clean Debris From Unit	X	X		X	
Check and Adjust Fan Belt Tension	X	X			
Check Unit for Unusual Noise or Vibration	X	X			
Check Fan Bearing Locking Collars	X		X		
Check Motor Voltage and Current	X		X		
Lubricate Fan Shaft Bearings	X		See Below	X	
Lubricate Motor Base Adjusting Screws	X		X	X	
Check Fan for Rotation Without Obstruction	X				
Check Fan for Proper Rotation	X				
Inspect Protective Finish					X
Replace Filters		X			
Lubricate Damper Linkage			X		
Check Fans for Unusual Vibration	X				X
Clean Outside of Coils			X	X	

IMPORTANT SAFETY NOTES

Before performing any maintenance or inspection, make certain that all power has been disconnected.

Adequate precautions should be taken to safeguard the equipment and the premises from damage, also the public from possible injury as appropriate for the installation of these products.

The following table should be used as a relubrication guide:

		<u>Conditions</u>	
<u>SPEED</u>	<u>TEMPERATURE</u>	<u>CLEANLINESS</u>	<u>GREASE INTERVAL</u>
100 RPM	Up to 120 degrees F	Clean	6 to 12 months
500 RPM	Up to 150 degrees F	Clean	2 to 6 months
1000 RPM	Up to 180 degrees F	Clean	2 wks to 2 months
1500 RPM	Over 210 degrees F	Clean	Weekly
Any Speed	Up to 150 degrees F	Dirty	Daily to 2 wks
Any Speed	Over 150 degrees F	Dirty	Daily to 2 wks
Any Speed	Any Temperature	Very Dirty	Daily to 2 wks
Any Speed	Any Temperature	Extreme Cond.	Daily to 2 wks

Add grease slowly with shaft rotating, until a slight bead forms at the seals.

Maintenance

(See back of the manual for maintenance log.)

One week after start-up:

- Check operating pressures.
- Adjust belt tension on all fan drives.
- Check filters for cleanliness. Measure pressure loss if applicable. Replace if necessary.
- Check cycling of compressors, fans, and valves. Correct unusual cycling.

Monthly:

- Lubricate bearings if operating continuously at 1500 rpm, or higher, or in other extreme conditions.
- Check cleanliness of filters and replace if necessary.
- Check cooling coil drain pan to assure proper drainage.
- Inspect all coils. Clean if dirty or obstructed in any way.

Quarterly:

- Lubricate bearings if operating at 1000 rpm, or less, and in temperatures less than 150°F, or other extreme conditions.
- Check damper operation for freedom of movement. Correct any binding that may occur.
- Check belts and pulleys on fan drives for tension and unusual wear.
- Check operation of heating and cooling sections.
- Check inlet and outlet air temperatures.

Annually:

- Clean the coils with steam or non-corrosive coil cleaner.
- Clean the drain line, "P" trap, and condensate pan.
- Check refrigerant pressures and temperatures every Spring.

- Check heating section every Fall. Check all electrical connections for tightness and check heater elements for indications of overheating.

Fan Assembly

M2 Series units use backward curved fan wheels which are non-overloading, energy efficient and easy to clean. Cleaning the wheels is necessary to reduce electrical use, maintain capacity, and reduce stress on the unit. The wheel and fan section need to be inspected periodically and cleaned of dust or debris.

To inspect and clean the blower, set thermostat to the "OFF" position. Turn the electrical power to the unit to the "OFF" position at the disconnect switch. Clean the assembly. Check the bearings. Inspect the belt condition and tightness. Check screws for tightness. Rotate blower wheels while listening closely to each bearing to check for noise or roughness in the bearing, which can indicate a failing bearing.

Bearings

AAON uses pre-lubricated bearings, and bearings that have been sized for an average failure rate of 50% after 200,000 hours, or 22.8 years, of operation (see heading "Lubrication" in this section for more information). The bearing sizing tables below are based on rotational speeds and radial loading. However, the alignment of the bearing to the shaft and the security of the bearing inner race to the shaft will greatly affect bearing life. Even though the manufacturer is responsible for bearing tolerances and mounting design, **the servicer is advised to regularly check the security of the bearing locking system.**



KV Vertical In-Line Pump

302-031

Installation, Operation & Maintenance Manual

SUPERSEDES: 302-031 May 1, 2010

EFFECTIVE: July 1, 2010

Plant ID No. 001-1013

INSTALLATION

SAFETY REQUIREMENTS

1. **IMPORTANT!** These instructions should be read completely prior to installation of the equipment. A copy of these instructions should be retained on file for future reference.
2. This pump is intended for the circulation of water or other suitable HVAC media. It is not intended for hazardous, corrosive, or flammable liquids.
3. Pump must not be operated until all piping and/or electrical connections are in place.
4. Proper care and suitable equipment should be used to move and install this heavy equipment.
5. Care should be taken when installing pipe systems to avoid placing an excessive load on the pump unions.
6. Refer to motor installation instructions to determine proper terminal connections in order to obtain correct pump rotation.
7. When the system piping is used as an earth bonding path for the building electrical services (check local codes), the pump should not be relied upon as part of the circuit. A properly installed bridging connection should be provided.
8. If electrical connection is to be made using any means other than rigid conduit, proper strain relief must be provided (min 100N tension).
9. Pump should be installed according to local electrical and safety codes using appropriate size wire and suitable over current protection. It should use a lockable isolator or circuit breaker conforming to applicable electrical codes.
10. It is recommended that the pump be fitted with a suitable "emergency stop" per the requirements of applicable electrical codes.

A. Receiving Pump

1. Inspect for shipping damage. If a shortage or damage occurs, contact carrier immediately.

B. Location

1. Install vertically with motor up. Consult factory for horizontal mounting.
2. Pump should be accessible for inspection and repair work, head room must be provided for the use of hoist or tackle as necessary.

3. Lift pump by slinging through motor eye bolts and securing through pump adapter.
4. **In no case should any part of motor be covered with insulation.**

C. Foundation

1. The pump must always be supported.
2. Pumps with smaller motors may be suspended in the piping, provided the piping is supported adjacent to the pump.
3. For pumps with larger motors, the pump should be attached to a support utilizing the tapped hole or holes in the bottom of the pump casing. **Note: Piping loads shall not be applied to the pump.**
4. Pump must be allowed to move with piping movement. Expansion of piping must be taken into account when piping and suitable devices should be employed. Do not rigidly connect the pump to the floor. **Note: Provide vibration isolation pads under floor mounted supports. Do not support unit by the motor eye-bolts.**

OPERATION

A. Before operating for the first time check the following:

1. Is motor correctly wired for voltage available.
2. Has pump been primed. Pump should never be run dry. **Extra effort may be required to get the air out of the seal chamber.**



Caution: Make sure power supply to pump motor is locked out before touching motor shaft.

3. All rotating parts turn freely.

B. Starting pump

1. Jog pump to check proper rotation.
2. Start pump with discharge valve closed.



DANGER: MAKE SURE SUCTION VALVE IS OPEN!!

3. When correct pressure has been reached, open discharge valve slowly.
4. **Do not operate pump for prolonged periods with discharge valve closed, so as to avoid overheating and potential damaging loads.**

5. Pump should be stopped if any of the following occur:
 - a. No discharge.
 - b. Insufficient discharge.
 - c. Insufficient pressure.
 - d. Loss of suction.
 - e. Excessive power consumption.
 - f. Vibration.

Check problem analysis further in the manual for help in troubleshooting.

MAINTENANCE

A. Routine Inspections

Routine inspections should be made on a regular basis. Inspections made while pump is running should reveal potential failures.

1. Inspect motor bearings for any sign of temperature rise. Temperature should not exceed 160°F. Temperature rise may indicate the early stages of bearing problems.
2. Listen for any unusual noise.
 - a. Air trapped in pump
 - b. Hydraulic noise.
 - c. Mechanical noise in motor and/or pump.
3. Check suction gauge reading and confirm that it is normal.
4. Check discharge gauge reading and confirm that it is normal. If gauge readings are abnormal find out why.

Note: Suction and discharge gauges should read the same with pump stopped.

B. Close Coupled Pumps

The pump section is attached directly to the motor shaft and does not contain bearings.

C. Close Coupled Motors

The motor must be lubricated in accordance with the manufacturer's recommendations. **Do not over lubricate the motor bearings as this could cause premature bearing failure.**

D. Mechanical Seal

The mechanical seal is the "John Crane" Type 21 General Purpose Seal for the 175 psig pressure rating.

A "John Crane" Type 2 General Purpose Seal is used for the 300 psig pressure rating.

DIS-ASSEMBLY AND RE-ASSEMBLY

A. General

If the pump has been maintained and serviced properly, breakdowns which necessitate the pump being disassembled should not occur often.

1. If a problem occurs, the cause should be determined, if possible, before dis-assembling. (See "Problem Analysis")
2. If the pump is being dis-assembled, all parts must be carefully handled, avoid heavy blows and shocks.
3. All parts must be carefully cleaned and inspected for wear. Recondition or replace parts where necessary.

B. Dis-Assembly

1. Drain liquid from casing by removing drain plug.



Caution: Allow pump to cool and secure suction and discharge valves before working on pump!!

2. Remove re-circulation line.
3. Remove bolts holding cover/adaptor to casing, pry cover/adaptor and motor assembly from casing.
4. Remove impeller bolt in a counterclockwise direction. Remove impeller and key.
5. In all cases of mechanical seal arrangement, after removing the sleeve and its seal assembly, the seal rotating element may be drawn off the shaft sleeve. Note: Apply silicone grease on the OD of the sleeve in the area between the seal and the end of the sleeve. This will help removal of the old seal. The stationary element is to be removed from the cover.
6. All parts must be cleaned and inspected for wear. Replace parts where necessary.

C. Re-Assembly

1. Be certain that all parts to be replaced are free from burrs, with screw threads and connecting faces clear and free from damage.
2. Insert stationary element of seal into cover adaptor, slip cover-adaptor over shaft and engage rabbit of motor. **Note: Do not touch the seal surfaces because this may result in leakage. Do not contaminate seal faces with fingerprints.**
3. Lubricate smaller OD of shaft sleeve with silicone grease. **Do not use petroleum oil or grease.**
4. Place spring on shaft sleeve to abut against sleeve shoulder. Slide rotary seal on sleeve until it contacts spring.
5. Slide the shaft sleeve on the shaft, larger bore first. Be certain the O-ring is correctly seated in the groove.
6. Assemble impeller key and impeller on shaft. Refit with new impeller washer on impeller bolt and tighten carefully. Be certain that the impeller rotates freely by hand.
7. Apply a few spots of gasket adhesive to gasket surface of cover. Place a new casing gasket against gasket surface and press against adhesive.
8. Assemble cover-adaptor complete with motor into casing. Insure that gasket is seated correctly. Install hex-headed cap screws into casing tapings and tighten uniformly.
9. Reconnect re-circulation line and drain plug.



Maintenance

FREQUENCY OF SCHEDULED MAINTENANCE FOR TURBOCOR™ COMPRESSORS

ITEM	TASK	Frequency		
		3mths	6mths	10yrs
General inspections	Check for visible mechanical damage to compressor	✓		
	Check for excessive vibration from other rotating equipment	✓		
Electrical inspections	Check main power supply voltages (refer to p 47 Turbocor service manual)	✓		
	Check electrical terminals are tight		✓	
	Check for signs of hotspots / discoloration on power cables	✓		
	Check amperages as per design	✓		
	Check DC bus voltage	✓		
	Check capacitor mid bus voltage	✓		
	Replace capacitor set			✓
	Check operation of all system safety devices and interlocks		✓	
	Check all communication cables are secure and tight	✓		
	Check all electronic modules are secure	✓		
	Check physical condition of all exposed printed circuit boards (PCBs)	✓		
	Check all exposed PCBs for dust build-up, and clean if necessary		✓	
	Check calibration pressure / temperature sensors		✓	
Refrigeration	Check operation of IGV assembly		✓	
	Check system refrigeration charge	✓		
	Check superheat level / control, if applicable		✓	
	Check system and motor cooling liquid line to ensure sufficient subcooling	✓		
	Check operating conditions external to the compressor	✓		
	Clean / inspect motor-cooling strainers (if service has taken place)	As Required		

Table 11: Frequency of Scheduled Maintenance for Turbocor™ Compressors

Maintenance

FREQUENCY OF SCHEDULED MAINTENANCE FOR SMARTD CHILLERS

ITEM	TASK	Frequency		
		3mths	6mths	12mths
Electrical checks	Check main power supply voltages	✓		
	Check electrical terminals are tight		✓	
	Check hot spots / discoloration on power cables	✓		
	Check Amperages are as per design			
Electronic inspections	Check communication cables are secure	✓		
	Check pressure and temperature sensor connections are secure.		✓	
	Check there are no signs of physical damage / discoloration on printed circuit boards (PCBs).		✓	
	Check the PCBs are free of dust		✓	
	Check EXV winding resistance (do NOT disturb connections unless repair is required)			✓
Compressor refrigeration circuit inspections	Check all mounting bolts are secure	✓		
	Check for refrigerant leaks	✓		
	Check for mechanical damage	✓		
	Check operating temperatures and pressures			
Air cooled condenser inspection (if fitted)	Check airflow is not obstructed.	✓		
	Check fin surfaces are clean	✓		
	Check fan rotation (direction)	✓		
	Check fan motor overload devices			✓
	Clean condenser coils			✓
	Check fan blades for tightness on shaft			✓
	Check fans for loose rivets and cracks			✓
	Check coil fins for damage			✓

Table 10: Frequency of Scheduled Maintenance for SMARTD Chillers

CHAPTER 7. MAINTENANCE

7.1 MAINTENANCE SCHEDULE

The unit requires regular routine maintenance to keep up efficiency and reliability. For best operation and life of the unit, the following routine maintenance procedures should be performed in the time periods specified in Table 7-1. For a complete inspection check list see ASME CSD-1 chart.

In order to perform the maintenance tasks specified in Table 7-1, the following maintenance kits are available through your local AERCO Sales Representative:

- 12 Month Maintenance Kit, Part No. 58025-01
- 24-Month Waterside/Fireside Inspection Kit, Part No. 58025-13 (See NOTE below)

NOTE:

The 24-Month Waterside/Fireside Inspection Kit also includes the items contained in the Annual Maintenance Kit (58025-01). Therefore, only Kit Part No. 58025-13 is required when performing the waterside/fireside inspections. Refer to Appendix L for recommended spare

⚠ WARNING ⚠

TO AVOID PERSONAL INJURY, PRIOR TO SERVICING ENSURE THAT THE FOLLOWING GUIDELINES ARE STRICTLY OBSERVED:

- DISCONNECT THE AC SUPPLY BY TURNING OFF THE SERVICE SWITCH AND AC SUPPLY CIRCUIT BREAKER.
- SHUT OFF THE GAS SUPPLY AT THE MANUAL SHUT-OFF VALVE PROVIDED WITH THE UNIT
- ALLOW THE UNIT TO COOL TO A SAFE WATER TEMPERATURE TO PREVENT BURNING OR SCALDING

Table 7-1: Maintenance Schedule

Section	Item	6 Mos.	12 Mos.	24 Mos.	Labor Time
7.2	Igniter-Injector (66013)	*Inspect	Inspect	Replace	15 mins.
7.3	Flame Detector (66020)	*Inspect	Inspect	Replace	15 mins.
7.4	O ₂ Sensor (61026)	*Inspect	Inspect		15 mins.
4.3	Combustion Calibration	*Check	Check		1 hr.
7.5	Testing of Safety Devices		See ASME CSD-1 Chart		45 mins.
7.6	Burner			Inspect	2 hrs.
7.7	Condensate Drain Trap	*Inspect	Inspect, Clean & Replace Gaskets	Inspect, Clean & Replace Gaskets	30 mins.
7.8	Air Filter (59138)		Clean	Replace	15 mins.

* Only performed after initial 6 month period after initial startup.

GUIDE TO MAINTENANCE

To obtain reliable and satisfactory service, this unit requires a consistent preventive maintenance schedule. Maintenance schedule pages are included in the back of this manual to aid in keeping the proper records.



WARNING

Before performing any maintenance function, switch main disconnect switch to "off" position to assure no power is entering unit. "Lock Out" or "Tag Out" all sources of power. Be sure all air pressure in unit is relieved. Failure to do this may result in injury or equipment damage.

DAILY MAINTENANCE

1. Check oil level of both compressor and engine if so equipped. Add quality lubricating oil as required. See Section on "Oil Specifications".
2. Drain moisture from tank by opening tank drain valve located in bottom of tank. Do not open drain valve if tank pressure exceeds 25 PSIG.
3. Turn off compressor at the end of each day's operation. Turn off power supply at wall switch.

WEEKLY MAINTENANCE

1. Clean dust and foreign matter from cylinder head, motor, fan blade, air lines, intercooler and tank.
2. Remove and clean intake air filters.



WARNING

Do not exceed 15 PSIG nozzle pressure when cleaning element parts with compressed air. Do not direct compressed air against human skin. Serious injury could result. Never wash elements in fuel oil, gasoline or flammable solvent.

3. Check V-belts for tightness. The V-belts must be tight enough to transmit the necessary power to the compressor. Adjust the V-belts as follows:
 - a. Remove bolts and guard to access compressor drive.
 - b. Loosen mounting hardware which secures motor to base. Slide motor within slots of baseplate to desired position.
 - c. Apply pressure with finger to one belt at midpoint span. Tension is correct if top of belt aligns with bottom of adjacent belt. Make further adjustments if necessary.
 - d. Check the alignment of pulleys. Adjust if necessary.
 - e. Tighten mounting hardware to secure motor on base.
 - f. Re-install guard and secure with bolts.



WARNING

Never operate unit without belt guard in place. Removal will expose rotating parts which can cause injury or equipment damage.

EVERY 90 DAYS OR 500 HOURS MAINTENANCE

1. Change crankcase oil. Use type and grade oil as specified in the section on "Compressor Oil Specifications".
2. Check entire system for air leakage around fittings, connections, and gaskets, using soap solution and brush.
3. Tighten nuts and capscrews as required.
4. Check and clean compressor valves, replace springs, discs and seats when worn or damaged.

**CAUTION**

Valves must be reinstalled in original position. Valve gaskets should be replaced each time valves are serviced.

5. Pull ring on all pressure relief valves to assure proper operation.

GENERAL MAINTENANCE NOTES

PRESSURE RELIEF VALVE: The pressure relief valve is an automatic pop valve. Each valve is properly adjusted for the maximum pressure permitted by tank specifications and working pressure of the unit on which it is installed. If it should pop, it will be necessary to drain all the air out of the tank in order to reseal properly. Do not readjust.

TANK DRAIN VALVE: Drain valve is located at bottom of tank. Open drain valve daily to drain condensation. Do not open drain valve if tank pressure exceeds 25 PSIG. The automatic tank drain equipped compressor requires draining manually once a week.

PRESSURE SWITCH: The pressure switch is automatic and will start compressor at low pressure and stop when the maximum pressure is reached. It is adjusted to start and stop compressor at the proper pressure for the unit on which it is installed. Do not readjust.

BELTS: Drive belts must be kept tight enough to prevent slipping. If belts slip or squeak, see V-belt maintenance in preceding section.

**CAUTION**

If belts are too tight, overload will be put on motor and motor bearings.

COMPRESSOR VALVES: If compressor fails to pump air or seems slow in filling up tank, disconnect unit from power source and remove valves and clean thoroughly, using compressed air and a soft wire brush. After cleaning exceptional care must be taken that all parts are replaced in exactly the same position and all joints must be tight or the compressor will not function properly. When all valves are replaced and connections tight, close hand valve at tank outlet for final test. Valve gaskets should be replaced each time valves are removed from pump.

GENERAL MAINTENANCE (Cont'd.)**CENTRIFUGAL UNLOADER AND UNLOADER PRESSURE RELEASE VALVE:**

The centrifugal unloader is operated by two governor weights. It is totally enclosed and lubricated from the crankcase of the compressor. When compressor starts, the governor weights automatically open compressing the main spring, allowing the unloader pressure release valve to close. When the compressor stops, the main spring returns the governor weights to normal position opening the unloader pressure release valve and unloading the compressor. This prevents overloading the motor when starting. If air continues to escape through the governor or unloader pressure release valve while operating, this is an indication that the unloader pressure release valve is not closing tightly and may be held open by foreign substance which has lodged on the seat. In order to correct this, remove the governor release valve cap, giving access to unloader pressure release valve spring and ball. Clean thoroughly and return parts in the same order in which they were removed. Loose drive belts can also cause unloader to leak by preventing the compressor from reaching proper speed. (See "BELTS" above).

CHECK VALVE: The check valve closes when the compressor stops operating, preventing air from flowing out of the tank through the pressure release valve. After the compressor stops operating, if air continues to escape through the release valve, it is an indication that the check valve is leaking. This can be corrected by removing check valve and cleaning disc and seat. If check valve is worn badly, replace same.

**WARNING**

Before removing check valve be sure all air is drained out of tank and power is disconnected. Failure to do so may result in injury or equipment damage.

THE INTERSTAGE PRESSURE RELIEF VALVE is provided to protect against interstage over pressure and is factory set for maximum pressure of 75 PSIG. **DO NOT RESET**
If the pressure relief valve pops, it indicates trouble. Shut down the unit immediately and determine and correct the malfunction. Inspect the head valves. Serious damage can result if not corrected and can lead to complete destruction of the unit. Tampering with the interstage pressure relief valve, or plugging the opening destroys the protection provided and voids all warranty.

COMPRESSOR LUBRICATION: Fill crankcase to proper level as indicated by oil sight gauge. Keep crankcase filled as required by usage. It is recommended that only Champlub recip lubricant be used. This is a 30-weight, non-detergent industrial oil with rust and oxidation inhibitors specially formulated for reciprocating compressors. Do not mix oil types, weights or brands.

MOTOR LUBRICATION: Long time satisfactory operation of an electric motor depends in large measure on proper lubrication of the bearings. Bearing grease will lose its lubricating ability overtime, not suddenly. Refer to the motor manufacturer's instructions for the type of grease and lubrication intervals.

PILOT VALVE: The pilot valve actuates the head unloader mechanism to provide a means of stopping or starting the compression of air by the compressor without stopping or starting the electric motor.

RTS Air Conditioning, Chiller, Boiler

Equipment	Services Per Year	Quantity	Size	Service Type	Model	Serial	Unit Designation
HVACR Equipment							
34 SE 13th Rd, Gainesville, Florida 32601							
Smardt Chiller	4	1	100 Ton	3Q/1A	AC037.1EG10.4A1.06A.010	FF00101242Q1355	CH-1
Temtrol AHU	4	1	20 HP	3Q/1A	ITF-DH34	T013184-001-00	AHU-51
Temtrol AHU	4	1	20 HP	3Q/1A	ITF-DH27	T013184-002-00	AHU-52
Chilled Water Pump	4	1	5 HP	1Q/1A	F12009C		CHP-1
Chilled Water Pump	4	1	5 HP	1Q/1A	F12009C		CHP-2
Boiler Hot Water Pump	4	1	5 HP	1Q/1A	KV2009AE2JCB720M	TACO	HWP-1
Boiler Hot Water Pump	4	1	5 HP	1Q/1A	KV2009AE2JCB720M	TACO	HWP-2
Benchmark Boiler	4	1	43HP	3Q/1A	G-13-1390		B-1
Benchmark Boiler	4	1	43HP	3Q/1A	G-13-1391		B-2
AAON Unit Heater	4	1		3Q/1A	M2H036-R3AA0C0	201308-CGD502036	HU-11
AAON Unit Heater	4	1		3Q/1A	M2H036-L3AA0C0	201308-CGD502037	HU-12
AAON Split System	4	1		3Q/1A	M2H014R3AA0CX	201308-CGDD02038	AHU-11
	4	1	30 HP	3Q/1A	CC-C-017-3-D-2	201308-CHCD05893	CU-11
AAON Split System	4	1		3Q/1A	M2H014R3AA0CX	201308-CGDD02039	AHU-12
	4	1		3Q/1A	CC-C-017-3-D-2	201308-CHCD05894	CU-12
Data Aire Split System	4	1	7.5 Ton	3Q/1A	GFAD-02834	2013-2008-B	CRAC-11
	4	1		3Q/1A			CM-11
Data Aire Split System	4	1	7.5 Ton	3Q/1A	GFAD-02834	2013-2007-B	CRAC-12
	4	1		3Q/1A			CM-12
Lennox Package Unit	4	1	4 Ton	3Q/1A	KHA048S4BN2G	5613E02156	PHP-11
Lennox Package Unit	4	1	4 Ton	3Q/1A	KHA048S4BN2G	5613E04503	PHP-12
Trane Package Unit	4	1		3Q/1A	4WCC3018A1000B	141612345L	PHP-13
Taskmaster Heat Units	4	1		3Q/1A	G1G5105N		UH-01
Taskmaster Heat Units	4	1		3Q/1A	G1G5105N		UH-02
Taskmaster Heat Units	4	1		3Q/1A	G1G5105N		UH-03
Lennox Split System	4	1	2 Ton	3Q/1A	XP13-024-230-09	5813D02037	CU-31
	4	1	2 Ton	3Q/1A	CBX3MV-018/024-2306-06	1613D01163	AHU-31

RTS Air Conditioning, Chiller, Boiler

Equipment	Services Per Year	Quantity	Size	Service Type	Model	Serial	Unit Designation
Scotsman Ice Machine	4	1		3Q/1A	CO330MA-1A		No Label
HVACR Equipment							
4231 SW 30th Ave, Gainesville Florida 32608							
Gree	4	1		3Q/1A	0415GS00386		No Label
HVACR Equipment							
700 SE 3rd St. Gainesville Florida 32601							
Unknown brand A/C	4	1		3Q/1A	H2RD0185068		No Label
Air Compressors and Air Dryers							
34 SE 13th Rd, Gainesville, Florida 32601						Serial # 04SE76624-	
PneumaTechRefrigerated Air Dryer	4	1		3Q/1A	AD-250(B10S)	CA1663514	AD-01
PneumaTechRefrigerated Air Dryer	4	1		3Q/1A	AD-250(B10S)	CA1695031	AD-02
PneumaTechRefrigerated Air Dryer	4	1		3Q/1A	AD-125	CA1689552	AD-03
Champion Air Compressor R70	4	1		3Q/1A	HRA25d-25		AC-01
Champion Air Compressor R70	4	1		3Q/1A	HRA25d-25		AC-02
Champion Air Compressor R40	4	1		3Q/1A	HRA15d-25		AC-03
Exhaust Fans							
34 SE 13th Rd, Gainesville, Florida 32601						Serial # 04SE76624-	
Cook	4	1		3Q/1A	600HXEL	01/0000701	EF-101
Cook	4	1		3Q/1A	600HXEL	01/0000702	EF-102
Cook	4	1		3Q/1A	600HXEL	01/0000703	EF-103
Cook	4	1		3Q/1A	600HXEL 12B	01/0000704	EF-104
Cook	4	1		3Q/1A	600HXEL 12B	01/0000705	EF-105
Cook	4	1		3Q/1A	600HXEL	01/0000706	EF-106
Cook	4	1		3Q/1A	600HXEL	01/0000707	EF-107
Cook	4	1		3Q/1A	600HXEL	01/0000708	EF-108
Cook	4	1		3Q/1A	600HXEL	01/0000709	EF-109
Cook	4	1		3Q/1A	600HXEL	01/0000710	EF-110
Cook	4	1		3Q/1A	600HXEL	01/0000711	EF-111
Cook	4	1		3Q/1A	600HXEL	01/0000712	EF-112
CARMON	4	1		3Q/1A	CMB25	77314	EF-121

RTS Air Conditioning, Chiller, Boiler

Equipment	Services Per Year	Quantity	Size	Service Type	Model	Serial	Unit Designation
CARMON	4	1		3Q/1A	CMB25	77314	EF-122
CARMON	4	1		3Q/1A	CMB25	77314	EF-123
CARMON	4	1		3Q/1A	CMB25	77314	EF-124
CARMON	4	1		3Q/1A	BX1-12AO	77314	EF-125
Cook	4	1		3Q/1A	135ACE	00/0000701	EF-131
Cook	4	1		3Q/1A	70ACE	00/0001501	EF-132
Cook	4	1		3Q/1A	135ACE	00/0000702	EF-133
Cook	4	1		3Q/1A	100ACE 100C3B	00/0002901	EF-134
Cook	4	1		3Q/1A	100 SON	00/0004001	EF-136
Cook	4	1		3Q/1A	100 SON	00/0004002	EF-137
Cook	4	1		3Q/1A	130DB DB13	00/0000701	EF-138
Cook	4	1		3Q/1A	130DB DB13	00/0000702	EF-139
Cook	4	1		3Q/1A	GEMINI 140		EF-301
Cook	4	1		3Q/1A	GEMINI 140		EF-302
Cook	4	1		3Q/1A	GEMINI 140		EF-303
Cook	4	1		3Q/1A	GEMINI 140		EF-304
Cook	4	1		3Q/1A	120ACE 120C3B	00/0005301	EF-501
Cook	4	1		3Q/1A	100ACE 100C3B	00/0006401	EF-502
Cook	4	1		3Q/1A	100ACE 100C3B	00/0006402	EF-503

Energy Management Services: system updates as needed.
VAV BOXES- VIA CONTROLS. 1 time per year, controls check, heat and damper modulation.
Successful bidder responsible for maintaining Siemens Energy Management Systems and equipment by purchasing contract with Siemens or utilizing Siemens Services.

Siemens VAV Boxes	Services Per Year	Amount	Updates
VAV Boxes with Heat	1	5	
Vav Boxes without Heat	1	58	
Siemens System			As Needed