



**GAINESVILLE REGIONAL UTILITIES**  
**CITY OF GAINESVILLE, FLORIDA**

**Solicitation No. 2018-081**

**Issue Date: February 28, 2018**

**Mandatory Pre-bid Meeting: March 13, 2018**

**Questions Due: March 19, 2018**

**Due Date: April 5, 2018 @ 2:00 p.m.**

**Invitation to Bid**  
**Annual HVAC Preventative Maintenance and Repair**

***Meeting: A mandatory pre-bid meeting will be held on March 13<sup>th</sup> @ 8:00 a.m. The location of the meeting is 301 S.E. 4<sup>th</sup> Ave. Gainesville, Florida 32601. Mandatory site visits will follow in the following order:***

- |     |                               |                      |
|-----|-------------------------------|----------------------|
| 1.  | Kelly Power Plant             | 515 SE 5th Ave.      |
| 2.  | Main Street Water Reclamation | 200 SE 16th Ave.     |
| 3.  | Kanapaha Water Reclamation    | 6301 SW 63rd Ave.    |
| 4.  | Springhill Service Center     | 3805 NW 97th Blvd.   |
| 5.  | Deerhaven Generating Station  | 10001 NW 13th Street |
| 6.  | Deerhaven Renewable           | 11201 NW 13th Street |
| 7.  | Eastside Operations Center    | 4747 N Main Street   |
| 8.  | Murphree Water Plant          | 1600 NE 53rd Ave.    |
| 9.  | McMichen Substation           | 5202 NE 15th Street  |
| 10. | Ironwood Substation           | 1710 NE 31st Ave.    |

**Purchasing Representative:**  
**Name: Amy Broskey**  
**Title: Buyer Analyst**  
**Phone: (352) 352-1254**  
**Email: [broskeyar@gmail.com](mailto:broskeyar@gmail.com)**

**Gainesville Regional Utilities**  
**301 S.E. 4<sup>th</sup> Avenue**  
**Gainesville, FL 32601**

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## INSTRUCTIONS

### 1.0 DEFINITION OF TERMS FOR INSTRUCTIONS.

- Addendum/Addenda: Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Best and Final Offer (BAFO): The final proposal submitted after competitive negotiations are completed that contains the Responders most favorable terms.
- Bid: The written response to a Solicitation.
- Due Date: The date the response is due.
- Non-Responsive: A response that does not meet the material requirements of the solicitation.
- Redacted: The censoring of part of a Response.
- Respondent: An individual or business entity that submits a response to a Solicitation.
- Response: A written document submitted by a Respondent in reply to Solicitation.
- Responsive: A response that conforms in all material respects to the requirements set forth in the Solicitation.
- Solicitation: A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

### 2.0 PRE-BID OR PRE-PROPOSAL MEETING.

A **mandatory** meeting will be held on **March 13<sup>th</sup> beginning at 8:00 a.m.** at the GRU Administration Building located at 301 S.E. 4<sup>th</sup> Ave., Gainesville, Florida. Responses will only be accepted from companies that had a representative in attendance at the pre-bid meeting.

***Mandatory site visits will follow in the following order:***

- |     |                               |                      |
|-----|-------------------------------|----------------------|
| 1.  | Kelly Power Plant             | 515 SE 5th Ave.      |
| 2.  | Main Street Water Reclamation | 200 SE 16th Ave.     |
| 3.  | Kanapaha Water Reclamation    | 6301 SW 63rd Ave.    |
| 4.  | Springhill Service Center     | 3805 NW 97th Blvd.   |
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Those interested in attending the pre-bid meeting must inform the Purchasing representative. Those needing special accommodations must contact the GRU Representative at least two (2) business days prior to the scheduled meeting.

**Attendees must show government-issued photo identification (driver's license) for entry into secured facilities.**

A site visit will be conducted following the meeting.

Representatives arriving to the pre-bid meeting more than **10** minutes late will not be allowed to participate in the meeting.

**Personal protection equipment will be required for site visit** (*hard hat, steel toe boots, hearing protection, safety glasses, and safety vest*) **GRU will not furnish these items.**

### **3.0 EXAMINATION OF SOLICITATION DOCUMENTS AND WORK SITE.**

- 3.1 Prior to responding to the Solicitation, Respondents are responsible for the following: (a) examining the Solicitation thoroughly, (b) if applicable, visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work, (c) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work, (d) studying and carefully correlating Respondent's observations with the Solicitation, and (e) notifying the Purchasing Representative of all conflicts, errors or discrepancies in the Solicitation.
- 3.2 Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- 3.3 A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to Utilities Purchasing at least seven (7) business days prior to the Response due date.

### **4.0 INTERPRETATIONS AND ADDENDA.**

- 4.1 All questions about the meaning or intent of the Solicitation are to be directed to the Purchasing Representative, unless stated otherwise in the Solicitation. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the Solicitation. Questions received less than seven (7) business days prior to the Response due date/time may not be answered by the Purchasing Representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not memorized by formal written Addenda will be without legal effect.
- 4.2 Addenda may also be issued to modify the Solicitation as deemed advisable by the Purchasing Representative.
- 4.3 Addenda issued by GRU prior to the Solicitation due date/time are considered binding as if written into the original Solicitation. Respondents are responsible for ensuring that all addenda have been received prior to submitting their Response.

### **5.0 RESPONSE SUBMITTALS.**

The following information is required with the Response:

*Failure to provide the following information may be cause for the response to be deemed non-responsive:*

- ☐ Pricing Response Form
- ☐ A minimum of three (3) examples of past Work similar in size and scope to this project. Each example must include a **current contact name and phone number** for the Owner's project representative as well as an accurate description of the completed project.
- ☐ Respondent's Certification
- ☐ Drug Free Workplace Certification

- ☐ Certification of Compliance With Living Wage
- ☐ Subcontractor Information Form
- ☐ Copy of current HVAC license
- ☐ If small business enterprise (SBE) or service disabled veteran enterprise (SDVE), provide evidence that you are certified by the City of Gainesville Equal Opportunity Department (EO) in order to receive the preference.
- ☐ If local business, provide Business Tax Receipt and Zoning Compliance Permit with the City of Gainesville in order to receive the preference.

## **6.0 RESPONSE PREPARATION.**

- 6.1 The Pricing Response Form is included in the Solicitation and should be used to submit pricing information, providing a price for all items listed on the form, unless noted otherwise.
- 6.2 All blanks on the Respondent's Certification Form must be legibly completed in ink (computer printed, typed or handwritten).
- 6.3 A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
- 6.4 The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten).
- 6.5 Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.
- 6.6 Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- 6.7 Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at [www.gru.com](http://www.gru.com).
- 6.8 Respondents are encouraged to use environmentally sustainable practices in response to the Solicitation when possible. This may include providing double-sided copies, minimal use of plastic covers, binders, tabs or dividers, etc.

## **7.0 PRICE.**

- 7.1 The price stated on the Pricing Response Form is firm. Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.

- 7.2 If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained on the Pricing Response Form. Such discounts, if applicable, will not be used in determining award of the Solicitation.

## **8.0 DEVIATIONS FROM SPECIFICATIONS.**

- 8.1 Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- 8.2 GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU's best interest.

## **9.0 SOLICITATION RESPONSE.**

- 9.1 **Response must be in the possession of Utilities Purchasing by 2:00 p.m. on the due date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time. Any Response received after 2:00 p.m. will not be considered.** Responses shall be sealed and plainly marked on the outside of the envelope with both the project number and the project name. Response must be completed and signed in ink in space(s) provided or will be subject to rejection. Responses **may not be** submitted by facsimile or e-mail.
- 9.2 Responses will be publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be read at the public Solicitation opening at the sole discretion of Utilities Purchasing.
- 9.3 The Respondent's Certification Form must be submitted with the Response and enclosed in a nontransparent sealed envelope, marked with the project title and Respondent's name and address. **One original, one paper copy, and one electronic copy** of the Response should be provided. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included the response will be deemed non-responsive.
- 9.4 A "Non-Submittal" form has been provided for those who choose not to participate in the Solicitation.

## **10.0 MODIFICATION OR WITHDRAWAL OF A RESPONSE TO A SOLICITATION.**

- 10.1 A Response may be modified or withdrawn if a written request is submitted and physically received by GRU Purchasing before the Response due date and time.
- 10.2 After Responses have been opened, corrections to the Response are permitted only to the extent that (1) Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response; (2) the nature of the mistake is evident; and (3) the intended pricing is evident.

## **11.0 BID BOND.**

A Bid Bond is not required.

## **12.0 TERMS OF AWARD.**

- 12.1 Award will be made to the lowest, responsive, responsible Respondent based on line items A, B, C, D and E from the Pricing Response Form, combined, separate or any combination of line items GRU determines to be in its best interest. GRU may not award a particular line item(s).
- 12.2 GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.
- 12.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 12.4 If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- 12.5 When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.
- 12.6 Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- 12.7 GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- 12.8 Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the City Commission, and within seven (7) calendar days for purchases that require prior approval of the City Commission. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

## **13.0 PUBLIC ENTITY CRIMES/DEBARMENT/SUSPENSION/TERMINATION.**

- 13.1 Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as 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 sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.”

- 13.2 Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.
- 13.3 The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Solicitation by any governmental department or agency.

#### **14.0 DISCLOSURE, CONFIDENTIALITY AND PUBLIC RECORDS.**

- 14.1 Florida has a very broad public records law. By entering into an agreement with GRU, the Respondent acknowledges that it will comply with the Florida Public Records Act (*Chapter 119, Florida Statutes*) Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the Contract between GRU and Respondent. GRU may pursue all remedies for breach of this agreement. Responses to this Solicitation upon receipt by GRU become public records subject to the provisions of *Chapter 119, Florida Statutes*. Should the Respondent believe that any portion or all of its response is exempt from the Florida Public Records Act; the Response should clearly assert such exemption and the specific legal authority for the asserted exemption. In complying with the Florida Public Records Act the Respondent must:
- 14.2 Responses to this Solicitation are public records and will be available for inspection after such time as an award is recommended or within thirty (30) calendar days after the Solicitation due date, whichever occurs first in time.

#### **15.0 CONFIDENTIAL INFORMATION.**

Upon receipt by GRU, responses to this Solicitation become public records subject to the provisions of Chapter 119 of the Florida Statutes, Florida's Public Records Law. If Respondent believes that any portion of the Response constitutes a trade secret pursuant to the Florida Statutes or is otherwise exempt from Florida's Public Records Law, Respondent should clearly identify the specific sections of the response for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any portion of the Response that Respondent asserts qualify for exemption from Chapter 119, must be submitted in a separate envelope and clearly identified as "trade secret" or otherwise "exempt from the Florida Public Records Law with Respondent's firm name and the Response number marked on the outside of the envelope. In the event that GRU determines that any portion of the Response (initially claimed by the Respondent to be exempt) do not qualify as such, the Respondent will be contacted and will have the opportunity to waive their claim to confidentiality. Please be aware that the designation of an item as "exempt" or a "trade secret" by Respondent, and the refusal to disclose any materials submitted to GRU, may be challenged in court. By your designation of material in your Response as "exempt" or a "trade secret", Respondent agrees to indemnify and hold harmless the City, GRU, its elected officials, and employees for any award to a plaintiff for damages, costs or attorneys' fees and for costs attorneys' fees incurred by GRU by reason of any legal action challenging Respondent's designation of "exempt" or "trade secret" and GRU's refusal to disclose.

## **16.0 LOBBYING.**

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 time the solicitation response is received by GRU Purchasing and the time City officials and employees award 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.

## **17.0 COLLUSION.**

- 17.1 Only one response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
- 17.2 Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
- 17.3 By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

## **18.0 SMALL BUSINESS ENTERPRISE (SBE).**

- 18.1 Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.
- 18.2 A small or service-disabled veteran business, as certified by the City of Gainesville equal opportunity department (EO) <http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx> , will be given a preference of 5% of the total price not to exceed \$25,000, when all of the following apply:
  - (a) Purchase is anticipated to be greater than \$50,000;
  - (b) Award is based on evaluation criteria other than to the lowest responsive and responsible bidder;
  - (c) The certified small or service-disabled veteran business being evaluated did not receive a Local Preference; and
  - (d) The preference is not prohibited by law.

## **19.0 LOCAL PREFERENCE.**

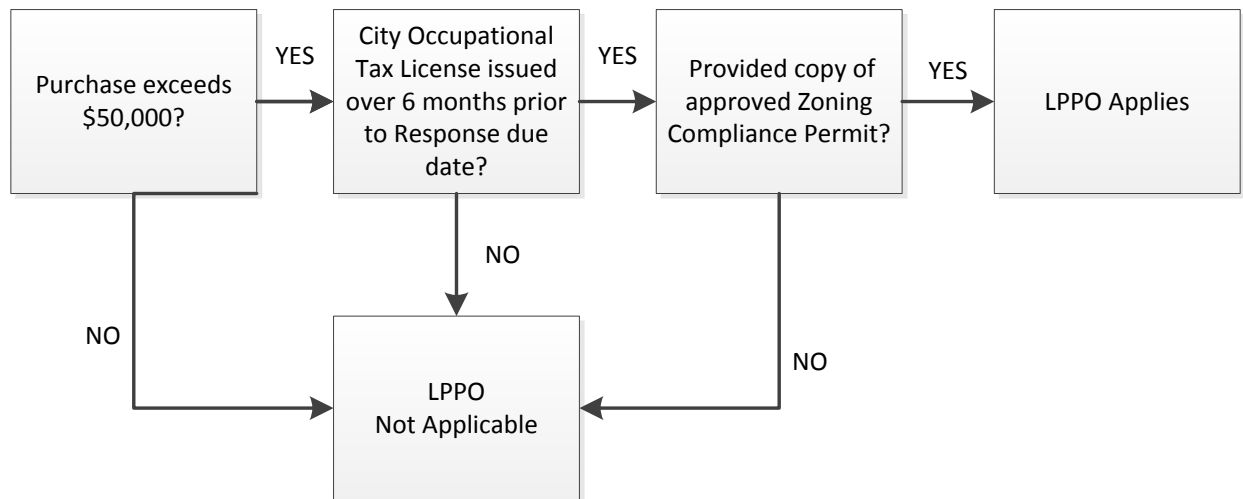
The Local Preference Ordinance applies to Solicitations for goods or services estimated to exceed \$50,000.

In solicitation 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 price, and in any event the cost differential should not exceed \$25,000.

A "local business" means the Respondent has a valid business tax receipt, issued by the City of Gainesville at least six months prior to Response due date, to do business in said locality that authorizes the business to provide the goods, services, or construction services 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 business operates or performs business on a day-to-day basis. Post office boxes are not verifiable and cannot be used for the purpose of establishing said physical address. In order to be eligible for local preference, the Respondent must provide a copy of the business tax receipt. The ordinance can be found at [www.cityofgainesville.org](http://www.cityofgainesville.org). A Local Preference Decision Tree is attached.

### LOCAL PREFERENCE POLICY ORDINANCE DECISION TREE

While not all encompassing, the following is provided as a guideline for determining whether the City of Gainesville Local Preference Policy Ordinance (LPPO) applies to solicitation responses submitted to the City. LPPO applies only to new solicitations. Respondents are advised to review the entire text of the Local Preference Policy Ordinance. Contractor is advised to review the entire text of the LPPO at [www.cityofgainesville.org](http://www.cityofgainesville.org).



### **DEBARMENT/SUSPENSION/TERMINATION**

Debarment/Suspension. The purchasing representative is authorized to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in activity which might lead to debarment. The suspension shall be for a period not to exceed three months. After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the purchasing representative, after consulting with the City Attorney, is authorized to debar a vendor for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. The causes for debarment include:

- (a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, within five years of a proposed award;
- (b) Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor, within five years of a proposed award;
- (c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals, within five years of a proposed award;
- (d) Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing representative to be so serious as to justify debarment action, within five years of a proposed award:
  - (I) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (II) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- (e) For any provision of, or offer, gift or agreement to provide, any gratuity, kickback or offer of employment to any current or former City employee in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, within three years of a proposed award;
- (f) For any payment, gratuity, kickback or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order, within three years of a proposed award;
- (g) For retaining a person or soliciting or securing a GRU contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business, within three years of a proposed award;
- (h) During the period of a contract with GRU, employing, or offering employment to, any current City employee participating directly or indirectly in the procurement process, within three years of a proposed award;
- (i) Any other cause the purchasing representative determines to be so serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity for any cause listed in this Section;
- (j) The foregoing is supplemental to any applicable provisions of F.S. 287.133, as amended. In the event of any conflict between this provision and the requirements of said statute, the statute shall prevail.

### **REJECTION OF BIDS/TERMINATION OF CONTRACT**

Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by GRU that the bidder or its affiliates have committed any act which would have been cause for debarment, or were on the convicted vendor list prepared under the provisions of F.S. 287.133, as amended, at or prior to the acceptance of the bid.

If GRU discovers, after a contract is awarded and performance has begun, that the bidder or its affiliates have committed any act subsequent to or prior to award or acceptance which would have been cause for debarment had it been discovered prior to award or acceptance, GRU may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

## **FORMS**

SOLICITATION NUMBER 2018-081   ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR

[Remainder of page intentionally left blank]

**CONTRACT SAMPLE**

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a  
GAINESVILLE REGIONAL UTILITIES, AND COMPANY NAME  
FOR  
ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4<sup>th</sup> Avenue, Gainesville, Florida 32601 and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ corporation, with its principal place of business at \_\_\_\_\_, individually referred to as Party or collectively as Parties, respectively.

**WHEREAS**, GRU requires annual HVAC preventative maintenance and repair; and

**WHEREAS**, GRU issued a Solicitation on \_\_\_\_\_ for annual HVAC preventative maintenance and repair; and

**WHEREAS**, Contractor submitted a Response dated \_\_\_\_\_, to provide annual HVAC preventative maintenance and repair; and

**WHEREAS**, GRU desires to enter into a Contract for the services described herein.

**NOW, THEREFORE**, in consideration of the covenants contained herein, the Parties agree to the following:

1. Contractor shall provide annual HVAC preventative maintenance and repair services.
2. GRU shall pay to Contractor for the faithful performance of this Contract. Adjustments to price may be requested by the Contractor at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Contractor shall provide documentation for any such price increase and the price increase shall not exceed the Consumer's Price Index (CPI) or the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

**TERM OF AGREEMENT.**

1. The term of this Contract shall be four years, commencing on \_\_\_\_\_ and terminating on June 30, 2022.
2. This Contract may be extended for a two-year extension, upon mutual agreement of the Parties.
3. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

**COMPANY NAME**

**CITY OF GAINESVILLE d/b/a  
GAINESVILLE REGIONAL UTILITIES**

BY: \_\_\_\_\_  
Name  
Title

BY: \_\_\_\_\_  
William J. Shepherd  
Chief Customer Officer

Approved as to form and legality:

\_\_\_\_\_  
Keino Young  
Utilities Attorney

Utilities Purchasing Representative:

\_\_\_\_\_  
Amy Broskey  
Buyer Analyst



SOLICITATION NUMBER 2018-081 ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR

## RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

FEDERAL IDENTIFICATION #: \_\_\_\_\_ STATE OF INCORPORATION: \_\_\_\_\_ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided. **Addenda \_\_\_\_\_ through \_\_\_\_\_ acknowledged** (if applicable).

I am a small business enterprise (SBE) or service disabled veteran enterprise (SDVE) certified with the City of Gainesville Equal Opportunity Department (<http://www.cityofgainesville.org/OfficeofEqualOpportunity.aspx>). ☐ YES ☐ NO

I am a local business requesting Local Preference (include Business Tax Receipt and Zoning Compliance Permit) ☐ YES ☐ NO

The Living Wage Ordinance applies ☐ YES ☐ NO If yes, additional costs in response price \$ \_\_\_\_\_

I further acknowledge that: ☐ **Response is in full compliance with the specifications**; or ☐ Response is in full compliance with the specifications **except** as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **60** calendar days from the Solicitation due date. I agree that GRU's terms and conditions herein take precedence over any conflicting terms and conditions submitted for GRU's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

\_\_\_\_\_  
AUTHORIZED SIGNATURE DATE\_\_\_\_\_  
PRINT NAME TITLE\_\_\_\_\_  
TELEPHONE NUMBER FAX NUMBER\_\_\_\_\_  
E-MAIL ADDRESS\_\_\_\_\_  
WEBSITERESPONDENT'S CONTACT  
(for additional information)\_\_\_\_\_  
NAME\_\_\_\_\_  
TITLE\_\_\_\_\_  
PHONE\_\_\_\_\_  
E-MAIL ADDRESS

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.

SOLICITATION NUMBER 2018-081 ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

Preference may be given to a business that certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

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 proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

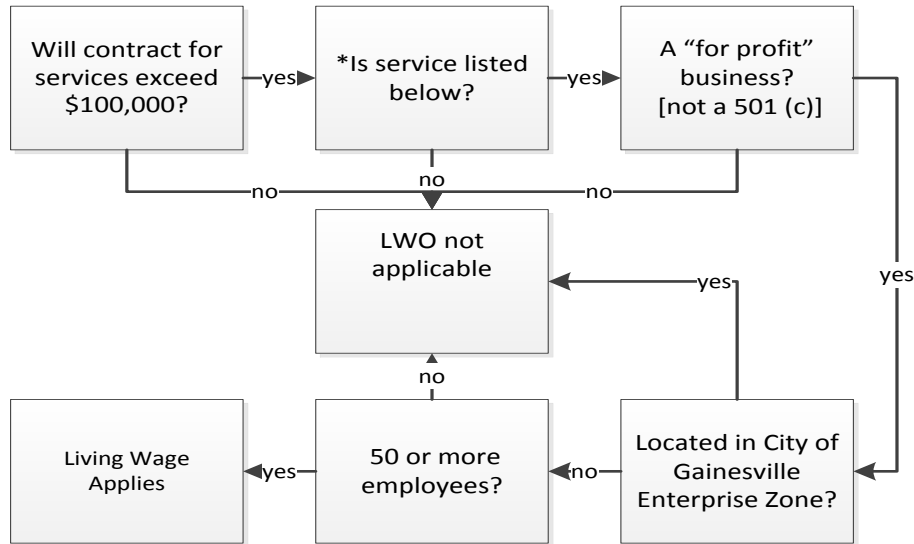
\_\_\_\_\_  
CORPORATION, PARTNERSHIP, OR INDIVIDUAL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

**LIVING WAGE ORDINANCE 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 (LWO) applies to their firm in the performance of specified service contracts for covered services\* with GRU. Contractor is advised to review the entire text of the LWO at [www.cityofgainesville.org](http://www.cityofgainesville.org).



**\*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

(Use the flow chart and information above to help complete the remainder of the form below)

\_\_\_\_\_ Living Wage Ordinance as amended does not apply

Reason for Exemption:

\_\_\_\_\_ Service will not exceed \$100,000

\_\_\_\_\_ Not a covered service

\_\_\_\_\_ Company is not for profit

\_\_\_\_\_ Company is located in Enterprise Zone

\_\_\_\_\_ Company employs less than 50 persons

\_\_\_\_\_ Living Wage Ordinance as amended applies

**NOTE:** If Contractor has stated Living Wage Ordinance as amended does not apply and it is later determined that Living Wage Ordinance as amended 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 Response price.

**CITY OF GAINESVILLE  
GAINESVILLE REGIONAL UTILITIES  
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, during the time they are directly involved in providing covered services under the contract with the City of Gainesville for \_\_\_\_\_ a living wage of **\$11.8269** per hour to covered employees who receive Health Benefits from the undersigned employer and **\$13.08** per hour to covered employees not offered health care benefits by the undersigned employer.

Responder Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Local Contact Person: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\$ \_\_\_\_\_  
(Amount of Contract)

\_\_\_\_\_  
(Buyer)

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

**PRICING RESPONSE FORM**

SOLICITATION NUMBER 2018-081 ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR

<b>A.</b>	<b><u>SUBSTATIONS</u></b>	<b><u>ADDRESS</u></b>	<b><u>ANNUAL RATE</u></b>
	<b><u>Class A or Class B License</u></b>		
	Hague	11253 NW US Hwy 441	\$ _____
	Ironwood	1710 NE 31 <sup>st</sup> Avenue	\$ _____
	Kanapaha	6930 SW 88th Street	\$ _____
	Rocky Point	4012 SW 27th Street	\$ _____
	Deerhaven	10001 NW 13th Street	\$ _____
	Kelly South	811 SE 4th Street	\$ _____
	Fort Clarke	1200 NW 122nd Street	\$ _____
	McMichen	5202 NE 15th Street	\$ _____
	Millhopper Sub and Buildings	5501 NW 43rd Street	\$ _____
	Parker	12301 SW Archer Lane	\$ _____
	Sugarfoot	1200 SW 62nd Blvd	\$ _____
	Seronola	4303 SW 40th Blvd	\$ _____
	Springhill	4458 NW 115 <sup>th</sup> Terrace	\$ _____
	Kelly Switch Yard Control Building	605 SE 3rd Street	\$ _____
	Total charges for Substations per year:		\$ _____

B.	<u>FACILITIES</u>	<u>ADDRESS</u>	<u>ANNUAL RATE</u>
	<u>Class A License Only</u>		
	Deerhaven Generating Station	10001 NW 13th St	\$_____
	Eastside Operations Center	4747 N Main St	\$_____
	GRU Administration Building	301 SE 4th Ave	\$_____
	GRUCom Central Office	301 SW 5th St	\$_____
	Kanapaha Water Reclamation	3901 SW 63rd Blvd	\$_____
	Kelly Power Plant and Buildings	515 SE 5 <sup>th</sup> Ave	\$_____
	Main Street Water Rec. Fac.	200 SE 16th Ave	\$_____
	Murphree Water Plant	1600 NE 53rd Ave	\$_____
	Springhill Service Center	3805 NW 97th Blvd	\$_____
	Wellness Center	555 SE 5th Ave	\$_____
	Boulware Springs	3400 SE 15 <sup>th</sup> St	\$_____
	Deerhaven Renewable	111201 NW 13 St	\$_____
	Total charges for all facilities per year:		\$_____

C.	TOWER SITES	ADDRESS	ANNUAL RATE
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**Class A or Class B License**

GPD	721 NW 6 <sup>th</sup> St	\$_____
Grove Park/Phifer	CR 2082 West, Hawthorne	\$_____
Springhill	3805 NW 97 <sup>th</sup> Blvd	\$_____
WYKS	7120 SW 24 <sup>th</sup> Ave	\$_____
High Springs	18520 NW 202 <sup>nd</sup> St	\$_____
Millhopper	4200 NW 53 <sup>rd</sup> Ave	\$_____
Parker Road	12301 SW Archer Rd	\$_____

Total charges for Tower sites per year: \$\_\_\_\_\_

**D.** Describe in detail any HVAC Building Automation System, along with the associated maintenance plan, and software requirements that your company could offer GRU. Include information and itemized pricing for the maintenance program, training, software and necessary upgrades. If removal of the existing Systems is required to utilize the new systems, provide total cost associated with the removal of the existing equipment and the installation of any new equipment required.

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- E. Provide an annual maintenance cost including software maintenance and upgrades to maintain the current Metasys system in the Administration Building and the KMC system at the Eastside Operations Center.

Total charges for Metasys per year: \$ \_\_\_\_\_

Total charges for KMC per year: \$ \_\_\_\_\_

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F. **ADDITIONAL PRICING:**

**After Normal business Hours Rate:**

[Rates to be used when work is performed after normal business hours as defined by these specifications]

Job Classification:

Certified Technician \$ \_\_\_\_\_ hour

Journeyman Technician \$ \_\_\_\_\_ hour

Apprentice Technician \$ \_\_\_\_\_ hour

**Holiday Rate:**

[Rates to be used when work is performed during Contractor's holidays as defined by these specifications]

Job Classification:

Certified Technician \$ \_\_\_\_\_/hour

Journeyman Technician \$ \_\_\_\_\_/hour

Apprentice Technician \$ \_\_\_\_\_/hour

**Itemized Price for Addition or Removal of Units from Equipment List:**

- |    |                                 |                |
|----|---------------------------------|----------------|
| 1. | Window Unit                     | \$ _____/month |
| 2. | Split/Package Unit 1-10 tons    | \$ _____/month |
| 3. | Split/Package Unit 11-30 tons   | \$ _____/month |
| 4. | Split/Package Unit over 31 tons | \$ _____/month |
| 5. | Ice Machine < 100 lbs capacity  | \$ _____/month |
| 6. | Ice Machine 100lbs + capacity   | \$ _____/month |

[Rates to be used for equipment replacements and new unit installation during normal business hours]

Certified Technician \$ \_\_\_\_\_ hour

Apprentice Technician \$ \_\_\_\_\_ hour

1. Materials/Equipment: Cost/Plus \_\_\_\_\_ %

- 
- 
- 

4. Contractor will designate a minimum of three (3) HVAC Certified Technicians for Facilities locations, two (2) for Substation locations and two (2) for Tower sites locations, to perform preventative maintenance and repairs on GRU equipment only.
- ☐ yes ☐ no

-

6. Respondent's Certification form included.  
☐ yes      ☐ no
7. Minimum insurance requirements documentation included.  
☐ yes      ☐ no
8. Drug Free Workplace Certification Form included.  
☐ yes      ☐ no
9. Copy of current HVAC license included.  
☐ yes      ☐ no
10. Local Preference Applicable: Include a City Occupational Tax License copy issued over 6 months prior to Response due date. Provide a copy of approved Zoning Compliance Permit.  
☐ yes      ☐ no

## SUBCONTRACTOR INFORMATION FORM

SOLICITATION NUMBER 2018-081 ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR

List any subcontractors that will be used for the Work along with the goods or services to be provided. If the subcontractor is a small or minority-owned business, check the boxes that apply. The selected prime Contractor will be asked to provide the actual subcontractor spend amount at a later date.

**Small Business Enterprise (SBE):** Independently owned with a net worth of not more than five million dollars and employs 200 or fewer permanent full-time employees.

**Minority Business Enterprise (MBE):** 51% owned and managed by a minority. African-American, Asian-American, Hispanic-American, Native-American, or American women owned.

**Service-Disabled Veteran Enterprise (SDVE):** At least 51% owned and managed by a veteran who has been certified as a service-disabled veteran by the Florida Department of Management Services or other agency.

Subcontractor Name	Goods or Service to be provided	Business Type		
		SBE	MBE	SDVE

**NON SUBMITTAL FORM**

SOLICITATION NUMBER 2018-081    ANNUAL HVAC PREVENTATIVE MAINTENANCE AND REPAIR

**TO:**                **Gainesville Regional Utilities Purchasing Department**  
**301 S.E. 4<sup>th</sup> Avenue, Gainesville, Florida 32601**

**Fax:** (352) 334-2989

**Email:** [purchasing@gru.com](mailto:purchasing@gru.com)

**BUSINESS:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Business declines to respond to the referenced Solicitation for the following reason(s):**

\_\_\_\_\_ Do not offer product or service or product specified.

\_\_\_\_\_ Schedule conflict or unavailability.

\_\_\_\_\_ Insufficient time to respond to the Solicitation.

\_\_\_\_\_ Unable to meet specifications.

\_\_\_\_\_ Unable to meet the insurance requirements.

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Not interested at this time.

\_\_\_\_\_ Other \_\_\_\_\_

**Please consider business for future solicitations:**    yes \_\_\_\_    no \_\_\_\_

**Please consider business on solicitations for these products/services:**

\_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT 1 GENERAL TERMS AND CONDITIONS**

### **1.0 DEFINITIONS.**

- Agreement: A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

### **2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.**

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

### **3.0 CHANGE ORDERS.**

GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by Contractor. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

### **4.0 NOTICES.**

Notices to Contractor shall be deemed to have been properly sent when electronically or physically delivered to Contractor. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to [purchasing@gru.com](mailto:purchasing@gru.com) and GRU acknowledges receipt of the email.

### **5.0 PAYMENT.**

#### **5.1 Invoicing.**

Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to [accountspayable@gru.com](mailto:accountspayable@gru.com).

#### **5.2 Receipting Report for Services.**

An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

#### **5.3 Payment Terms.**

Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

**5.4 Lien Release.**

Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

**5.5 Final Payment/Acceptance.**

The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

**6.0 COMPLIANCE WITH LAWS AND REGULATIONS.**

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

**7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.**

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described below in Section 4.0 Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

**8.0 SOVEREIGN IMMUNITY.**

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes*.

**9.0 SEVERABILITY.**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**10.0 ASSIGNMENT.**

GRU or Contractor shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

**11.0 AUDIT OF RECORDS.**

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

## **12.0 NONEXCLUSIVE REMEDIES.**

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

## **13.0 ADVERTISING.**

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

## **14.0 MODIFICATION OF TERMS.**

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

## **15.0 WAIVER.**

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## **16.0 DISCLOSURE AND CONFIDENTIALITY.**

16.1 "Confidential Information" includes, to the extent such information is defined pursuant to Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets, confidential, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include, but not limited to, certain information about GRU's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to GRU, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by GRU, Contractor, or any of GRU's or Contractor's agents, representatives, or employees.

16.2 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

## **17.0 PUBLIC RECORDS.**

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), *Florida Statutes*, or an "agency" as defined in Section 119.011(2), *Florida Statutes*, Contractor shall:

17.1. Keep and maintain public records, as defined in Section 119.011(12) of the *Florida Statutes*, required by GRU to perform the service.

17.2. Upon request from GRU'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.

- 17.3. 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 GRU.
- 17.4. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.
- 17.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

**18.0 SALES TAX.**

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at [www.gru.com](http://www.gru.com).

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## **ATTACHMENT 2 SUPPLEMENTAL CONDITIONS**

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Conditions.

### **1.0 CONDUCT OF THE WORK.**

Contractor shall be considered an independent Contractor and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

### **2.0 CONTRACTOR RESPONSIBILITIES.**

#### **2.1 Performance.**

Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

#### **2.2 Project Related Requirements.**

Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

### **3.0 COOPERATION/ COORDINATION.**

#### **3.1 Access to Work Site.**

GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

#### **3.2 Work by GRU.**

GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

#### **3.3 Work by Other Contractors.**

GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

#### **3.4 Coordination.**

Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

#### **4.0 INDEMNIFICATION.**

- 4.1 Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors.
- 4.2 Further, Contractor shall fully indemnify, defend, and hold the harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor's products or GRU's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.
- 4.3 Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor (1) written notice of any action or threatened action, (2) defending the action at Contractor's sole expense. Contractor shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor's prior written consent, which will not be unreasonably withheld.
- 4.4 The provisions of this section shall survive the termination or expiration of this Contract.

#### **5.0 DAMAGE TO WORK.**

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

#### **6.0 DISPUTES.**

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

#### **7.0 DELAY.**

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for

costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

## **8.0 DEFAULT.**

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue unremedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

## **9.0 TERMINATION.**

### **9.1 Termination for Convenience.**

GRU may, by providing thirty 30 calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

### **9.2 Termination for Cause (Cancellation).**

GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

### **9.3 Funding out Clause.**

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar days written notice to Contractor.

## **10.0 FORCE MAJEURE.**

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to

obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

#### **11.0 LIMITATION OF GRU'S LIABILITY.**

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

#### **12.0 CONTRACTOR REQUIREMENTS.**

- 12.1 Contractor shall have been in the commercial and/or industrial HVAC business in the State of Florida for a minimum of 5 years.
- 12.2 Contractor will designate a minimum of three (3) HVAC Certified Technicians for facilities locations, two (2) at substation locations and two (2) at tower sites locations, to perform preventative maintenance and repairs on GRU equipment only.
- 12.3 Class A Contractors shall have a minimum of two (2) certified Journeyman level mechanics on staff. All other Technicians shall have a minimum of 5 years commercial HVAC experience. Please list on the Pricing Form the journeyman and technicians' names that will be designated for GRU equipment and list on the Pricing Form how many years of commercial HVAC experience they have.

#### **13.0 AUTHORIZED REPRESENTATIVES.**

- 13.1 The Purchasing Representative for this Contract is Amy Broskey. Questions regarding this Solicitation and the administration of the resulting Contract shall be directed to Amy Broskey at Broskeyar@gru.com.
- 13.2 The Project Representative for this Contract is Dean Hendrix.

#### **14.0 WORK HOURS.**

GRU normal business hours are Monday through Friday 7:00 AM to 6:00 PM. Contractor may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

#### **15.0 DELIVERY.**

All materials and equipment shall be delivered F.O.B. Destination, freight included.

#### **16.0 JOB SITE.**

The Work shall be performed at various GRU facilities.

## **17.0 BONDS.**

Bonds are not required for this Solicitation.

## **18.0 INSURANCE.**

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

## **19.0 MINIMUM INSURANCE AMOUNTS REQUIRED.**

Insurance is required in the amounts set forth below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	\$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Excess Liability	\$1,000,000

## **20.0 WARRANTY/GUARANTEE.**

- 20.1 Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects.
- 20.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.
- 20.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

## **21.0 SAFETY AND SECURITY.**

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

## **22.0 LIVING WAGE ORDINANCE.**

The Living Wage Ordinance as amended applies to this Solicitation. The ordinance can be found at [www.cityofgainesville.org](http://www.cityofgainesville.org). The Living Wage Decision Tree is attached.

The Living Wage ordinance, Ordinance 020663, as amended, as shown on the City of Gainesville's web page, applies to certain contracts for specific "Covered Services," and 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. Responders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the contract amount exceeds the threshold amount, the Respondent 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 hereto, prior to GRU 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 solicitation 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 GRU 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, GRU shall not be deemed a necessary or indispensable party in any litigation between the Contractor and a subcontractor concerning compliance with living wage requirements.

## **23.0 WARRANTY OF TITLE.**

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

## **24.0 NERC CIP COMPLIANCE REQUIREMENTS.**

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

## **25.0 ORDER OF PRECEDENCE.**

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- e. GRU Supplemental Conditions
- f. GRU General Conditions
- g. GRU Instructions
- h. Contractor Response

**ATTACHMENT 3**  
**TECHNICAL SPECIFICATIONS / STATEMENT OF WORK**

**1.0 SCOPE.**

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

**2.0 PURPOSE OF CONTRACT.**

- 2.1 GRU's HVAC equipment has been well maintained and is in good condition. In order to continue to assure that all of HVAC equipment and systems continue to be operational and within the industry and manufacturer's tolerance, a contract with a certified Heating Ventilation and Air Conditioning (HVAC) Contractor is needed to perform maintenance, testing, repair and replacement of all HVAC Systems at various GRU locations. A contract may be entered into with a Class A Air-Conditioning Contractor for all systems, or a Class A Air-Conditioning Contractor together with a Class B Air-Conditioning Contractor (for systems up to and including 25 tons of cooling and 500,000 BTU of heating as designated on the Pricing Response Form).
- 2.2 GRU currently utilizes the following building automation systems at two of its facilities: Metasys Building Automation System is used at the GRU Administration Building, and KMC Controls at its Eastside Operations Center (EOC). A building automation system is not required for any of the other GRU locations. GRU is requesting additional pricing (see Pricing Response Form Sections D and E) to provide annual service for preventative maintenance and repairs to these systems, or to provide a replacement equivalent building automation system and the required annual maintenance and service agreements.

**3.0 GENERAL DESCRIPTION OF THE WORK.**

- 3.1 This Contract is for performing all preventative maintenance, testing, repairs, and replacements of all HVAC systems at various GRU locations specifically identified in Attachment "A". For purposes of this contract HVAC Systems include COMMERCIAL ice makers. The work to be performed under this agreement shall include providing labor, supervision, administration, material, equipment, technical support, and services necessary to provide such services.
- 3.2 New equipment and/or systems may be added to the Contract at GRU's discretion. Note: if the Contractor discovers any discrepancies in the equipment list, the list shall be updated accordingly at the rates specified on the Bid Form. This contract shall be accepted by the Contractor with the equipment being in "As is" condition.

**4.0 SCOPE OF WORK.**

The Contractor shall be responsible for performing the following tasks:

**4.1 PREVENTATIVE MAINTENANCE PROGRAM REQUIREMENTS**

Preventative Maintenance shall include the following:

- 4.1.1 Preventative Maintenance includes scheduling inspections, lubrication, tests, adjustments and any other corrective maintenance tasks. The Contractor shall cooperate with the GRU Project Manager or other individuals as directed by GRU in regard to all maintenance scheduling. The Contractor shall schedule work consistent with GRU's operational requirements. The Contractor shall be responsible for generating the schedule at the agreed upon intervals.

Maintenance intervals will be determined by application, location and manufacture's specifications.

Any air moving equipment that must be turned off for inspection or adjustment must be scheduled in advance or after normal business hours.

Contractor shall provide electronic reports to GRU following each inspection and or repair.

- 4.1.2 If any problems discovered during routine maintenance work that requires immediate attention, the Contractor shall inform the GRU Project Manager regarding the situation.

## **4.2 FULL MAINTENANCE COVERAGE (FM).**

In addition to all Preventative Maintenance Program Requirements, Full Maintenance Coverage shall include:

- 4.2.1 All supervision and labor necessary to meet minimum equipment maintenance requirements.

All supervision and labor necessary to diagnose, repair, or replace failed components.

All emergency service calls between inspections as required for the purpose of troubleshooting, adjustment, repairs, or resetting of controls.

All parts, motors, refrigerant, oil, and any other material to complete the repairs.

The Contractor shall perform repairs to any equipment problems discovered during routine maintenance as well as any problems reported to the Contractor by GRU. The equipment shall be repaired and returned to service promptly.

- 4.2.2 The Contractor shall repair or replace worn, failed or doubtful components, parts or controls with new components, parts or controls, as needed to ensure that the equipment is in good working condition. The cost of such items is the responsibility of the Contractor. Any replacement components, parts, or controls placed in service must be equal in quality to the original manufacturer's recommended parts for the equipment.
- 4.2.3 Equipment repairs shall be performed at the equipment site whenever feasible. If equipment repairs cannot be made on site, the Contractor shall notify the GRU Project Manager of the need for and circumstances regarding the offsite repair.
- 4.2.4 When extreme weather conditions exist (cold front or heat wave) and there are problems with equipment operation, the Contractor shall return the equipment to service as best as possible, even if temporarily, until the required repairs can be performed. The

Contractor shall keep the GRU Project Manager fully informed of the circumstances and status of the repair work.

4.2.5 The Contractor shall be responsible for proper removal and disposal of all spent HVAC equipment and refrigerant according to the Environmental Protection Agency (EPA) ASHRA guidelines.

4.2.6 GRU reserves the right to keep and store used equipment or parts if they may be used at a later date for another purpose.

4.2.7 The following parts and components are examples of items that typically require replacement or repair in conjunction with this work. This is not an inclusive listing of the HVAC parts and components that will require repair and/or replacement under this Contract, but is provided as a guide to bidders to understand the work requirements.

- a. Condensing units
- b. Interconnecting refrigerant lines
- c. Capacity and safety devices which control HVAC equipment
- d. Associated air filters
- e. Electrical motors (as pertaining to equipment covered)
- f. Belts
- g. Electrical starters (as pertaining to equipment covered)
- h. Heating coils
- i. Cooling coils
- j. Belt drives
- k. Unit heaters
- l. Fan Coil units
- m. In-line strainers
- n. Insulation on refrigerator piping
- o. Thermostats and related temperature controls
- p. Compressors.
- q. Air-handler units.
- r. Duct and expansion joint leaks.
- s. Insulation installs and repairs.

4.2.8 If repair work that commenced during regular business hours must continue into after business hours due to emergency circumstances, the Contractor shall obtain approval from the GRU Project Manager prior to performing such work after hours. If approved to continue the work past business hours, the after business hours rate shall apply.

## **5.0 BUSINESS HOURS.**

Regular business operating hours for this contract, are defined as Monday through Friday, from 7:00 a.m. to 6:00 p.m., excluding GRU recognized holidays. Any work performed on a holiday shall be billed as "holiday rate" and shall be performed only at the request of an authorized GRU representative.

## **6.0 WORK SCHEDULE.**

6.1 All work under this contract shall be performed during regular business hours unless after hours work is authorized by the GRU Project Manager or an authorized GRU representative.

- 6.2 Within 30 days after execution of the Contract, Contractor shall provide GRU with a service schedule indicating the facility and day of the month when service is scheduled. Times for the escorted facilities shall be coordinated at least five (5) business days in advance.
- 6.3 The Contractor shall create a "tracking chart" for each location's equipment to be serviced which outlines the annual, semi-annual, quarterly, monthly, bi-weekly and weekly service schedules for the equipment. The tracking chart shall be provided to the GRU Project Manager within 30 days of the startup of this contract, with a copy of the tracking chart located at each GRU facility where service is provided.

## **7.0 EMERGENCY REPAIR/SERVICES.**

- 7.1 The Contractor shall maintain competent and qualified HVAC Technicians on its staff that will be on site at GRU for emergency repairs within two (2) hours of GRU reporting the emergency. Emergency repairs shall be performed when requested by GRU any time of day, any day of the year.
- 7.2 The Contractor shall maintain a twenty-four (24) hour answering and dispatch service for the purpose of dispatching a Technician to the emergency repair equipment site.
- 7.3 After the Contractor's answering service has received a request for emergency service, the Contractor shall contact the GRU authorized representative who requested the service within one (1) hour to indicate that the request has been received and to indicate when the Contractor will be at the repair site.
- 7.4 If significant equipment problems are discovered during repairs, the Contractor shall consult with GRU's Project Manager prior to the commencement of the work.
- 7.5 If any emergency repairs are performed at the request of any authorized GRU representative other than GRU's Project Manager, the Contractor shall contact GRU's Project Manager to report the repair work performed the next business day following the repair.

## **8.0 COMPONENT/EQUIPMENT REPLACEMENT.**

- 8.1 Contractor shall supply and replace worn, failed or doubtful components and parts with like or current design or brand name components and parts that meet manufacture specifications to minimize system depreciation and obsolescence. All pneumatic and DDC controls requiring replacement will be replaced with controls of like or current design or brand name.
- 8.2 If the Contractor recommends equipment to be replaced, Contractor shall provide written documentation to GRU including the age of unit, results of efficiency test(s) and other pertinent data. If the Contractor recommends replacement due to life expectancy, such documentation shall be in accordance with the standards and guidelines published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).

If GRU determines that the unit shall be replaced, GRU will budget for replacement of the unit in the next available budget year and the unit being replaced will continue to be serviced until such time that is replaced, provided the replacement occurs within one year of the acceptance of the recommendation.

If GRU determines that the equipment will not be replaced, GRU will be responsible for the cost of repairs not specified in the Preventative Maintenance Program for that unit. Contractor will continue to be responsible for routine maintenance cost.

GRU reserves the right to receive bids from other HVAC Contractors for replacement and new unit installations when deemed appropriate to conform to GRU's Purchasing Department Guidelines and Policies.

Note: Systems slated for replacement FY18 are noted on the Equipment List attached as Exhibit "A".

8.3 GRU will consider the Contractor's request to negotiate the component costs with GRU for parts that are determined to be above what is reasonable given the scope of work for this contract.

8.4 Due to budgetary constraints, GRU reserves the right to negotiate a decrease to the work scope.

## **9.0 REPORTING.**

Contractor shall provide GRU's Project Manager with monthly comprehensive maintenance reports by the 15th of the succeeding month outlining routine maintenance and repair services performed for all equipment at all locations for that month. Such reporting will include the following:

1. Unit Description
2. Physical location of the unit
3. Description of the service performed
4. Date and time of the service
5. Technician who performed the service

## **10.0 CONTRACTOR'S REQUIREMENTS.**

- 10.1 **An authorized GRU representative will accompany the Contractor to all electric substations, GRUCom Central Building and tower sites.** The specific date and time shall be mutually agreed upon between the Contractor and GRU's Project Manager (or their designee), at least five (5) business days in advance of service.
- 10.2 The Contractor shall provide GRU's Project Manager with the names of each technician that will perform service at GRU facilities. The list shall be updated as changes occur. For security reasons, unauthorized personnel will not be permitted access to the work sites. (See 11.0 below)
- 10.3 The Contractor shall assign only competent, qualified technicians who are capable of servicing and repairing all of GRU's equipment to perform the work.
- 10.4 The Contractor's technicians shall be equipped with materials and equipment necessary to conduct normal repairs and maintenance. GRU will not be responsible for additional charges attributed to locating such materials and equipment.
- 10.5 Personal protection equipment will be required for GRU sites (hard hat, closed shoes, hearing protection, etc.). GRU will not furnish these items.
- 10.6 Provide up to five hours annual operators training for equipment at the Facility Managers discretion.

## **11.0 SPECIAL SECURITY REQUIREMENTS.**

- 11.1 The Contractor and all of their employees, subcontractors, and vendors visiting the sites may be required to attend safety and security training relating to requirements of a particular GRU site.
- 11.2 The security training will be provided by GRU to the Contractor's staff and any other subcontractors as deemed necessary.
- 11.3 Failure to comply with security training procedures will result in expulsion from the site and may subject the offending employees, subcontractors, and vendors to arrest for trespass.
- 11.4 The Contractor must provide a list of all employees anticipated to be on-site before the work begins. The Contractor may be required to sign-in or sign-out upon arrival and departure from site.
- 11.5 Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

## **12.0 OWNER'S RESPONSIBILITIES.**

- 12.1 GRU's Project Manager (or their designee) will be responsible for communicating any equipment or other contract-related problems or concerns to the Contractor. GRU is responsible for conveying any changes to the work schedule or equipment serviced under this Contract to the Contractor.
- 12.2 GRU will provide security access to the Contractor's authorized technicians for entrance into GRU facilities where work will be performed.

## **13.0 EQUIPMENT LIST.**

- 13.1 GRU will provide the Contractor with an electronic version of the current Equipment List (Attachment "A"). It will be the Contractor's responsibility to maintain the list by verifying the listed equipment, and amending the list as needed in the event that any equipment is replaced. Any edits to the Equipment List must be approved by GRU's Project Manager in advance. The Contractor will provide GRU's Project Manager a current Equipment List Quarterly, or as requested by GRU's Project Manager.
- 13.2 GRU reserves the right to add or delete equipment to be serviced and repaired under this contract. Any increases or decreases to the equipment list shall be in accordance with the unit pricing provided for various types of equipment on the Bid Form. All equipment shall be properly and professionally labeled in a manner acceptable to GRU.

## **14.0 PROJECT MEETINGS.**

A pre-commencement meeting will be held prior to the start of the contract for the purpose of reviewing the contract requirements and discussing the administration of the contract. Follow up meetings with the

Contractor and GRU's Project Manager and GRU representatives will be held throughout the term of the contract at a minimum of four times per year to discuss the administration of the contract and to review any issues or concerns that may develop.

## **15.0 MAINTENANCE SCHEDULES.**

- 15.1 The Contractor shall report any abnormalities discovered while conducting the following maintenance schedules to GRU's Project Manager. The Contractor shall review the monthly maintenance reports with the GRU Project Manager to determine trends and life expectancy of the individual equipment units.
- 15.2 The HVAC Contractor shall follow the listed routine maintenance schedules whenever the service is applicable and according to manufacturer's specifications

## **16.0 HVAC EQUIPMENT SCHEDULES.**

### **16.1 ANNUAL SCHEDULE**

- 1. Perform all services outlined in semi-annual, quarterly, and monthly routine schedules below.
- 2. Verify the operation of the discharge, outside & mixed air temperature control device.
- 3. Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- 4. Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- 5. Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.
- 6. Test the operation of the low oil pressure safety device. Calibrate and record setting.
- 7. Verify the operation of the static pressure control.
- 8. Check oil for acid content and discoloration. Make recommendations to GRU based on the test results.

### **16.2 SEMI ANNUAL SCHEDULE**

- 1. Perform routine quarterly and monthly schedule inspections.
- 2. Clean evaporator coils and condenser coils (Spring & Fall) (Non-rinse cleaner not acceptable).
- 3. Lubricate damper bearings, if applicable.
- 4. Lubricate motor bearing, if applicable.
- 5. Lubricate fan bearings.
- 6. Check oil level in the compressor(s), if applicable.
- 7. Check oil for acid content and discoloration. Make recommendations to GRU based on the test results.

### **16.3 QUARTERLY SCHEDULE**

1. Perform routine monthly schedule inspections.
2. Check operation of emergency heat.
3. Check operation of reversing valve.
4. Check operation of defrost control.
5. Flush condensate drains and pans.
6. Review operating procedures with GRU personnel.
7. Verify crank case heater operation.
8. Calculate refrigerant loss rate per Environmental Protection Agency guidelines.
9. Check heat transfer/temperature difference across indoor coil.
10. Check and calibrate operation and safety controls.
11. Verify the operation of heating elements.
12. Check voltage and amperage and compare readings with the watt rating of the heater elements.

#### 16.4 MONTHLY SCHEDULE

1. Inspect for leaks and repair.
2. Check the sheaves and pulleys for wear and alignment.
3. Check the belts for tension, wear, cracks and/or glazing.
4. Inspect condenser and evaporated coils.
5. Change and date filters according to Filter Schedule Section 24.0 FILTER SCHEDULE unless approved by GRU's Project Manager, their designee, or an authorized GRU representative.
6. Verify proper damper operation.
7. Check mechanical linkages for wear, tightness, and clearances.
8. Check the Variable Frequency Drive, if applicable.
9. Verify the starter operation.
10. Verify smooth operation of the compressors and fans.
11. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
12. Inspect and flush condensate drains if necessary.
13. Inspect wiring and connections for tightness and signs of overheating and discoloration.
14. Verify operation of temperature controls.
15. Clean or replace outside air/handler filters.

#### 16.5 BI-WEEKLY AND WEEKLY SCHEDULES

The Contractor shall follow the monthly schedule for the equipment units which require bi-weekly or weekly service.

## **17.0 CHILLER SCHEDULES**

17.1 Once a year each chiller shall receive an annual inspection according to the manufacturer's specifications. The inspection shall include but not be limited to the following:

1. Pressure and Leak Tests
2. Repair all leaks.
3. Check and calibrate safety controls.
4. Meg compressor motor. Record readings.
5. Acid clean (if required) and brush condenser tubes.
6. Electronic Eddy Current Tube Probe Analysis.
7. Set starter overloads.
8. Spectrographic oil analysis.(Bi-annual)
9. Oil sump inspection.
10. Detailed inspection of purge systems.
11. Check condition of contacts for wear and pitting.
12. Tighten all electrical terminals.
13. Check starter.
14. Clean oil strainer.

## **18.0 PUMP SCHEDULES**

18.1 Once a year each pump shall receive an annual inspection according to the manufacturer's specifications. The inspection shall include but not be limited to the following:

1. Clean pump strainers.
2. Lubricate pump and motor bearings.
3. Check pump and coupling alignment with dial indicator or laser.
4. Tighten all nuts, bolts and vibration pads (replace as necessary).
5. Meg pump motors.
6. Inspect, adjust or replace mechanical seals and pump packing.
7. Check motor voltage and amperage.

## **19.0 COOLING TOWER SCHEDULES**

19.1 SEMI ANNUAL MAINTENANCE

1. Clean float valve assembly and adjust for proper operation.
2. Check and clean bleed off line and overflow.
3. Check for leaks.
4. Lubricate fan and motor bearings and check amperage on motors.
5. Inspect electrical connections and safety controls.

## 19.2 MONTHLY SCHEDULE

1. Inspect fan, motor and belts.
2. Check and adjust oil level in gear reducer.
3. Check intake strainer, bleed and overflow.
4. Check and adjust operating conditions.
5. Inspect and repair issues that prevent efficient operation.

## 20.0 ICE MACHINE SCHEDULES

### 20.1 QUARTERLY SCHEDULE

1. Check all electrical connections.
2. Inspect for refrigerant leaks and report/repair and document as required by EPA guidelines.
3. Check all controls and safety controls.
4. Check all fans.
5. Check water level in pump housing for proper height.
6. Check harvest cycle.
7. Check ice thickness.
8. Check drain.
9. Check all gaskets on machine.
10. Check water filter.
11. Check filter for condenser and change if needed.
12. Check all operations in units "sequence or operation".

### 20.2 SEMI-ANNUAL SCHEDULE

1. Perform quarterly schedule.
2. Clean/wash condenser coil.
3. Clean and sanitize ice machine and bin. Use of manufacturer's approved cleaner and sanitizer only.

## 21.0 WINDOW UNIT SCHEDULES

### 21.1 QUARTERLY SCHEDULE

1. Change filter
2. Check for proper operation – cool and heat
3. Check controls
4. Check gaskets/caulking

### 21.2 ANNUAL SCHEDULE

1. Perform quarterly schedule.

2. Pull unit from case and wash case, evaporator, condenser and tray.
3. Oil fan motor.
4. Check/tighten all electrical connections and power supply voltage.

## 22.0 BOILER SCHEDULE

1. Check boilers before winter start-up and monthly during the month of September thru February.
2. Check general condition of units
3. Check gaskets for leaks, repair if necessary.
4. Check hot water pump for leaks and proper operation.
5. Add SAE 30 oil annually to circulators that are provided with oil cups or oil holes
6. Check boiler pressures
7. Check boiler water temperature.
8. Follow all manufacturers suggested service and annual maintenance instructions.

## 23.0 EXHAUST FANS

1. Perform listed routine maintenance on a quarterly schedule.
2. Check general condition of fans
3. Check V-belts, sheaves, and pulleys
4. Oil and grease bearings and motors where applicable.
5. Clean fan blades when necessary.

## 24.0 FILTER SCHEDULE

LOCATION	DESCRIPTION	MINIMUM MERV	FREQUENCY
<b>EASTSIDE OPERATIONS CENTER</b>	CARRIER AHU(PLEATED)	MERV 14	6 MO / YR
	DUCTLESS UNITS	WASHABLE	QUARTERLY
	EOC BUILDING 6 AND GUARDHOUSE(PLEATED)	MERV 14	QUARTERLY
	ERU UNITS EXHAUST SIDE(PLEATED)	MERV 14	QUARTERLY
	ERU UNITS INTAKE SIDE(PLEATED)	MERV 14	MONTHLY
<b>DEERHAVEN GENERATING STATION</b>	PROCESS AREAS	MERV 8	MONTHLY
	ADMINISTRATION AREAS	MERV 12	QUARTERLY
<b>GRU ADMINISTRATION BUILDING</b>	PREFILTER AHUS(PLEATED)	MERV 10	QUARTERLY
	AHUS ANTIMICROBIAL (PLEATED)	MERV 14	ANNUAL
	VARICEL OR EQUIVALENT		
<b>GRUCOM CENTRAL OFFICE</b>	PLEATED	MERV 12	QUARTERLY
<b>KANAPAHA WATER</b>	PLEATED	MERV 12	QUARTERLY

<b>RECLAMATION</b>	PROCESS AREAS(PLEATED)	MERV 8	MONTHLY
<b>KELLY POWER PLANT AND BUILDINGS</b>	PROCESS AREAS(PLEATED)	MERV 8	MONTHLY
	ADMINISTRATION AREAS(PLEATED)	MERV 12	QUARTERLY
<b>MAIN STREET WATER REC. FAC.</b>	PROCESS AREAS(PLEATED)	MERV 8	MONTHLY
	ADMINISTRATION AREAS(PLEATED)	MERV 12	QUARTERLY
<b>MURPHREE WATER PLANT</b>	PROCESS AREAS(PLEATED)	MERV 8	MONTHLY
	ADMINISTRATION AREAS(PLEATED)	MERV 12	QUARTERLY
<b>SPRINGHILL SERVICE CENTER</b>	PROCESS AREAS(PLEATED)	MERV 8	MONTHLY
	ADMINISTRATION AREAS(PLEATED)	MERV 12	QUARTERLY
<b>DEERHAVEN RENEWABLE</b>	PROCESS AREAS	MERV 8	MONTHLY
	ADMINISTRATION AREAS	MERV 12	QUARTERLY
<b>WELLNESS CENTER</b>	PLEATED	MERV 12	QUARTERLY
<b>BOULEWARE SPRINGS</b>	PLEATED	MERV 12	QUARTERLY
<b>TOWER SITES</b>	VARIOUS UNITS(PLEATED)	MERV 8	QUARTERLY
<b>SUBSTATIONS</b>	VARIOUS UNITS(PLEATED)	MERV 8	QUARTERLY