



# INVITATION TO BID

Preventative Maintenance Services

## ITB 25-06-01 CITYWIDE HVAC MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE

<b>RELEASE DATE:</b>	<b>WEDNESDAY, JUNE 11, 2025</b>
<b>IN-PERSON NON-MANDATORY PRE-BID MEETING:</b>	<b>WEDNESDAY, JUNE 18, 2025 AT 9:00 AM        SUNNY ISLES BEACH GOVERNMENT CENTER        18070 COLLINS AVENUE, 1<sup>ST</sup> FLOOR CONFERENCE        SUNNY ISLES BEACH, FLORIDA 33160</b>
<b>ALL QUESTIONS DUE:</b>	<b>THURSDAY, JUNE 19, 2025 AT 5:00 PM</b>
<b>SUBMISSION DUE DATE:</b>	<b>FRIDAY, JUNE 27, 2025 AT 11:00 AM</b>  <b>BIDS WILL BE OPENED AND READ <u>IN-PERSON</u> AT        GOVERNMENT CENTER        1<sup>ST</sup> FLOOR CONFERENCE ROOM</b>
<b>SUBMIT <u>SEALED PAPER</u> <b>OR</b>   <u>ELECTRONIC</u> BIDS TO:</b>	<b>BIDDERS MAY SUBMIT BID ELECTRONICALLY        THROUGH <a href="http://WWW.DEMANDSTAR.COM">WWW.DEMANDSTAR.COM</a> <b>OR</b>        IN-PERSON AT:</b>  <b>CITY CLERK’S OFFICE        SUNNY ISLES BEACH GOVERNMENT CENTER        18070 COLLINS AVENUE, 4TH FLOOR        SUNNY ISLES BEACH, FLORIDA 33160</b>



**CITY OF SUNNY ISLES BEACH**

18070 Collins Ave. | Sunny Isles Beach, FL 33160  
 305.792.1707 | [sibfl.net](http://sibfl.net) | [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net)

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**LEGAL ADVERTISEMENT  
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified.

**CITYWIDE HVAC MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE  
INVITATION TO BID NO. 25-06-01**

The Specifications for this INVITATION TO BID are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Any addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list.

Sealed Bids will be received electronically via DemandStar.com no later than **FRIDAY, JUNE 27, 2025 AT 11:00 AM**. Bids received after this time will not be considered. The City is under no obligation to return bids. Timely submitted Bids will be opened publicly and names of bidders read aloud at this time.

**INVITATION TO BID NO. 25-06-01  
CITYWIDE HVAC MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE  
OPENING DATE AND TIME: FRIDAY, JUNE 27, 2025 AT 11:00 AM**

The City reserves the right to reject any or all Bids, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach. **Potential and actual bidders shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Commission, City Manager, evaluation committee members, or City staff, other than Purchasing Division personnel, regarding this ITB from the time of the ITB initial release through the award.**

The City will host a non-mandatory pre-bid/site-visit meeting on **WEDNESDAY, JUNE 18, 2025 AT 9:00 AM** in-person at Government Center, 1<sup>st</sup> Floor Conference Room, 18070 Collins Government Center Sunny Isles Beach, FL 33160.

All questions regarding this bid shall be directed in writing by **THURSDAY, JUNE 19, 2025 AT 5:00 PM**. Questions may be submitted via email to: [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net).

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk



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**SECTION 1**

**INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS**

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**1.1 CLARIFICATION/EXPLANATION/QUESTIONS:**

Any questions concerning the Bid Specifications or any required need for clarification must be addressed to Purchasing at [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net) by the date mentioned above. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Bidder from submitting their Bid on the required date and time as publicly noted.

The entire Bid Response package shall be submitted electronically via [Demandstar.com](http://Demandstar.com) no later than the time and date indicated on the cover page.

**1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:**

The entire Bid Response package shall be submitted electronically via [Demandstar.com](http://Demandstar.com) no later than the time and date indicated on the cover page.

**1.9 WITHDRAWAL OF BIDS:**

Bidders may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Bidders in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

**1.2 PLAN HOLDER'S LIST:**

As a convenience to Bidders, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each REQUEST FOR PROPOSALS, INVITATION TO BID, and request for qualifications. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

**1.10 BID OPENING:**

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the bidders to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the INVITATION TO BID. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

**1.3 ADDENDA TO SPECIFICATIONS:**

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered bidders (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

**1.11 EVALUATION OF BIDS:**

The City, at its sole discretion, reserves the right to inspect any/all Bidders' facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Bidders, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

**1.4 SPECIAL ACCOMMODATIONS:**

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.11.1 Hold Harmless: All Bidders shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Bidders to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

**1.5 PUBLIC ENTITY CRIMES STATEMENT:**

Pursuant to the provisions of paragraph (2) (a) of section 287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

**1.12 AGREEMENT:**

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The Contractor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond. The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be

**1.6 BID DEADLINE:**

Bids must be submitted no later than the time and date shown within this document.

**1.7 ELECTRONIC BID:**



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subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.14 BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Contractor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

1.15 MATERIAL:

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

1.16 SAMPLES:

Samples of items, when required, must be furnished by the Contractors free of charge to the City. Each individual sample must be labeled with the Contractor's name and manufacturer's brand name and delivered by them within ten (10) calendar days of Contractor's receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

1.17 QUANTITY GUARANTY:

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

1.19 SAFETY STANDARDS:

The Contractors warrant that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable. Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Contractor shall follow all OSHA Safety Standards. Danger signs warning against hazards created by his/ her operation and work in progress must be posted.

All employees of the Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/ or vehicles are in close proximity — work shall cease until it is safe to proceed.

1.20 WARRANTIES:

Contractors shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under any resulting Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

Contractors warrant that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The Contractor agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The Contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each Bidder submitting a Bid on this INVITATION TO BID shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the Bidder is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Bidders shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders (or their agent) or any person the Bidders have designated in the completion of their contract as a result of the Bid. Bidders shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Bidders shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenses will be grounds for rejecting the Bid.

1.24 CERTIFICATE(S) OF INSURANCE:

Bidders shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Bidders must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Bidders and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Bidders, which relate to the activities of such Bidder and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City



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Commission action. The Bidders hereby hold the City harmless and agree to indemnify City and covenants not to sue the City by virtue of such rescission.

1.25 **ASSIGNMENT:**

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the INVITATION TO BID and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

1.26 **HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.27 **NON-CONFORMANCE TO CONTRACT:**

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Contractor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.28 **DEFAULT PROVISION:**

In case of default by the Contractor, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned or incurred thereby.

1.29 **SECONDARY/OTHER VENDORS:**

The City reserves the right in the event the primary Contractor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.30 **DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

**Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

**Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

**Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**Approved:** Means approved by the City.

**Bid or Proposal:** The offer of the Bidders/Proposers submitted on the prescribed form setting

forth the prices for the Work to be performed.

**Proposers or Bidders:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**Change Order:** A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**City:** City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

**Contract Documents:** Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

**Contract Price:** The total monies payable to the Contractor under the Contract Documents.

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.

**Contractor:** The person, firm or corporation with whom the City has executed an Agreement.

**Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**Field Order:** A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

**Modification:** Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

**Notice of Award:** The written notice by City to the apparent successful Bidders stating that upon compliance with the conditions precedent to be fulfilled by the Bidder within the time specified, City will execute and deliver the Agreement to the Bidder.

**Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.



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**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Statement of Services:** The form furnished by the City which is to be used by the Contractor in requesting progress payments.

**Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

**Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

**1.31 BID AWARD:**

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The ITB shall be awarded to the lowest responsible and responsive Bidder whose Bid best serves the interests of and represents the best value to the City. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Bidder's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Bidder to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Bidders on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Bidders a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a Bidder who is not necessarily the lowest dollars and cents bidder on the basis of the results of these queries and investigation(s).

**1.32 EXECUTION OF AGREEMENT:**

At least two counterparts of the notarized Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

**1.33 LAWS AND REGULATIONS:**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

**1.34 TAXES:**

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

**1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:**

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

**1.36 DECISIONS ON DISAGREEMENTS:**

The City will be the initial interpreter of the Technical Specifications.

**1.37 CITY MAY TERMINATE:**

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid



**CITY OF SUNNY ISLES BEACH**

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balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause (termination for convenience) and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

**1.38 MISCELLANEOUS:**

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in jury or damage.

**1.39 WAIVER OF JURY TRIAL:**

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

**1.40 GOVERNING LAW:**

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

**1.41 VENUE:**

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

**1.42 ARBITRATION:**

The City reserves the right, if a dispute or controversy arises, such dispute or controversy to settle by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

**1.43 PROJECT RECORDS:**

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

**1.44 SEVERABILITY:**

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**1.45 INDEPENDENT CONTRACTOR:**

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

**1.46 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or has been engaged in business operations in Cuba or Syria. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit a certification attesting to the foregoing, which is to be provided by the City upon execution of an Agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.



## CITY OF SUNNY ISLES BEACH

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**1.47 Prohibition Against Considering Social, Political or Ideological Interests In Government Contracting**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**1.48 Human Trafficking**

Pursuant to Section 787.06, Florida Statutes, entitled "Human Trafficking," a governmental entity cannot execute, renew, or extend a contract with a nongovernmental entity that uses coercion for labor or services, as defined in Section 786.06(2), Florida Statutes. Contractor must submit an affidavit, signed by an officer or an authorized representative of the Contractor, under penalty of perjury, attesting that Contractor does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes. Submitting a false certification shall be deemed a material breach of contract.

**End of Section**



## Section 2 Special Terms and Conditions

### 2.1 PURPOSE OF THE ITB

The City of Sunny Isles Beach (the “City”) intends to award a contract with a licensed Contractor to provide all labor, equipment, and materials for HVAC preventative maintenance including inspections on chillers, pumps, cooling towers, air handler units, pipes & valves, mini split units, emergency services, coil maintenance, duct cleaning, regular filter replacement and HEPA filters (as-needed, at minimum twice a year). The intent of this contract is to ensure the continued efficient, safe, and reliable operation of all HVAC equipment through routine inspections, servicing, and maintenance in accordance with industry standards and manufacturer specifications on a monthly basis.

Bidder shall, by careful examination, satisfy itself, to the extent it deems necessary, as to the nature and location of the Work, the conformation of the ground and site, access and transportation of materials, the character, quality and quantity of the materials, storage, handling and disposal of materials, the character and storage of the equipment and facilities needed preliminary to and during the prosecution of the Work, the availability, quantity, and quality of labor, water, and electric power; the general and local conditions and all other matters which can in any way affect the performance of the Contract.

### 2.2 MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

1. Please read the MQRs to ensure the bidder meets these requirements prior to submitting a response to this ITB.
2. All Minimum Qualification Requirements (MQRs) must be submitted with bidder’s response.
3. Bidders that do not comply with MQRs may be determined non-responsive and disqualified.
4. Awarded Bidder will be required to maintain Minimum Qualification Requirement “a” and “c” during the term of the Contract and any Contract renewals.
  - a. The **Bidder shall** hold the proper license in the State of Florida to perform the Scope of Work set forth within this solicitation to include being registered as a **Certified Mechanical Contractor and/or Certified Air Conditioning Contractor with the State of Florida** along with registration to conduct business in the State of Florida in all required disciplines. **Bidder must provide a copy of the applicable license(s) with bid response.**
  - b. The **Bidder** must have been awarded **Prime Contractor** and successfully performed **three (3) projects of similar or greater size, scope, and complexity** to the specifications of the ITB within the last **five (5) years.**
  - c. The **Bidder** shall provide **reference letters** for **no less than three (3) projects** in which



Bidder served as **Prime Contractor** for projects similar in size and scope. Please note that the references must be for the same projects in response to MQR “c” above.

### 2.3 **NON-MANDATORY PRE-BID MEETING AND CITYWIDE SITE-VISITS**

In-person pre-bid meeting will be held on **WEDNESDAY, JUNE 18, 2025 AT 9:00 AM** to discuss the special conditions and specifications included within this solicitation. It is strongly encouraged that bidders interested in bidding attend the Pre-Bid Meeting as a tool to be successful in responding to the City’s project.

1<sup>ST</sup> Location: Government Center, 1st Floor Conference Room, 18070 Collins Government Center Sunny Isles Beach, FL 33160.

### 2.4 **EXAMINATION OF SITE**

Each bidder shall visit the site of the proposed work before submitting a bid and shall fully familiarize themselves with conditions relating to construction and labor so that he or she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract. It will be assumed that the Bidder has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base Bid on their own opinion of the conditions likely to be encountered, and for the bid price must assume all risk of variance, by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

Execution of an Agreement with City shall constitute acceptance by the Bidder of existing site conditions as a part of the requirements for this Scope of Work; it being expressly understood and agreed that the Bidder shall not be entitled to any additional compensation and/or fees for any pre-existing conditions including, but not limited to, concealed or unknown conditions at the Project site which may in any way affect the Scope of Work. Bidder has specifically examined the Project site and affirms that it is fit to receive the Scope of Work.

### 2.5 **CONTRACT TERM**

The contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment, and/or services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the City’s authorized representative.

The initial contract resulting from this solicitation shall be for a **two (2) year period** from the contract’s initial effective date of **August 1, 2025**. Upon completion of the initial term, the contract may renew for an additional one (3) year period, upon approval by the City Commission.

Prices quoted shall be fixed and firm for the initial contract term of three (3) years. Upon contract renewal, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL. It is the Contractor’s responsibility to request any pricing adjustment under this



provision, which shall not exceed 5%. For any adjustment to commence on the first day of any exercised option period, the Contractor's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the Contractor and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the Contractor. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

Should the Contractor decline the City's right to exercise the option period, the City may consider the Contractor in default which decision may affect that Contractor's eligibility for future contracts.

## 2.6 **METHOD OF AWARD**

The term "lowest responsible and responsive Bidder" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager. The Bidder will also be evaluated as part of their "responsibleness" on their quality control plan, safety plan, and proposed project schedule.

The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

Bidders will be evaluated by relevant experience, preferably with government agencies, successful past performance, no conflicts of interest, approach to the project, and whose bid best serves the interest of and represents the best value to the City in conformity with the criteria set. The City Manager may also reject all proposals received. Section 62-8 of the City Code provides that the City may consider the following:

- The ability, capacity, and skill of the Contractor to perform the Contract.
- The character, integrity, reputation, judgment, experience, and efficiency of



theContractor.

- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the Contractor with laws and ordinances relating to the Contract.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased.

### **2.6.1 MULTIPLE AWARD**

The City may award multiple Bidders (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Bidders in order of award. The lowest responsive and responsible Bidder for each group shall be considered the primary awardee and should receive the largest volume of work, upon meeting the required qualifications and acceptance to the City's terms. However, the City may utilize other Bidders in the event that: 1) a contract Bidder is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason. In the event that one of the successful Bidders (primary, secondary or tertiary) are deemed to be performing unsatisfactorily as determined by the City, the City may opt to award their designated bid group to the Bidder performing to City's approval and satisfaction.

The City may also add Municipal Building locations to the scope of work, at which the City has the right to request an Equitable Adjustment per location(s) from the Contractor. The City reserves the right to add similar items/services or delete items/services specified in the contract as requirements may change during the course of the Contract.

## **2.7 SUB-CONTRACTORS**

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when it is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

The City/City's Representative shall promptly notify the Contractor, in writing, if either the City or Engineer, after due investigation, has reasonable objections to any subcontractor on said list and does not accept them. Failure of the City or Engineer to make objection to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval by the City and Engineer.



## 2.8 **FIRM BID PRICE**

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the contract.

## 2.9 **ADDITIONAL SERVICES NOT LISTED WITHIN THIS SOLICITATION**

While the City has listed all major locations within this solicitation, the City may request the Bidder to perform maintenance to additional locations, as the City further enhances its drainage infrastructure for which prices are not established in the Contract. Under these circumstances, the City Project Manager(s) will contact the Bidder to obtain a quote based on the contract's unit prices.

## 2.10 **DELIVERY & PROTECTION OF MATERIAL AND EQUIPMENT**

Requirements warrant that lead-times for furnishing and delivery of equipment and supplies will need to be considered to accommodate the project timeframe. Due to long fabrication and delivery lead times, Contractor shall provide to the City a list of equipment required to maintain orderly progress of the Work and those required to order immediately upon NTP.

All material must be F.O.B. destination City of Sunny Isles Beach. The Contractor is solely liable and responsible for the purchase, delivery, and installation of all materials and equipment. The contractor will make all arrangements in regards to delivery, storage, installation, and warranty requirements. Contractor will be solely liable for receiving, inspecting, accepting, and replacing any damaged materials or equipment and filing any and all claim with suppliers or transporters. Contractor is responsible for the protection of all materials and equipment from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the City. All bidders shall quote prices based on furnished and installed materials.

## 2.11 **INSURANCE**

### **Comprehensive General Liability Insurance**

General Liability for Bodily Injury & Property Damage with limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate on a primary and non-contributory basis, including the City of Sunny Isles Beach as Additional Insured, with a Waiver of Subrogation to the City and a Hold Harmless Agreement. Name The City of Sunny Isles Beach as an "Additional Insured". Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- Excess Liability coverage on an umbrella form with minimum limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. Said policy shall be as broad as primary and follow-

form of the primary General Liability, Automobile Liability and Employers Liability policies. If the umbrella policy includes an “other insurance clause” said policy must be endorsed with the required primary and non-contributory endorsement consistent with the primary policy. If the umbrella policy includes an “transfer or rights of recovery clause” said policy must be endorsed with the required waiver of subrogation endorsement consistent with the primary policy. The primary and non-contributory and waiver of subrogation endorsements must be attached to the certificate of insurance.

Pollution Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence.

- Premises and Operation;
- Independent Contractors;
- Products and/or Completed Operations Hazard;
- Broad Form Property Damage;
  - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

#### **2.11.2 Business Automobile Liability**

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers’ Non-City ship.

Before starting the Work, the Contractor will file and make sure that all certificates of insurance required by this document and by the Contract are in the City’s possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Contractor agrees that if any part of the Work under the Contract is subcontracted, they will require the Sub-Contractor(s) to carry insurance as required, and that they will require the Sub-Contractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

#### **2.11.3 Worker’s Compensation Insurance**



Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. 4. Workers' Compensation in accordance with Florida Statute, including Employer's Liability of \$1,000,000. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment

**2.11.4 Cancellation and Re-Insurance**

It shall be the responsibility of the Contractor and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Contractor, which relate to the activities of such Contractor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action.

**2.11.5 Waiver of Subrogation**

All insurance policies supplied shall include a waiver of any right of subrogation, as allowed by law, of the insurers there under against the City of Sunny Isles Beach and all its employees, insurers and underwriters, at least as broad as form CG 24 04 05 09 or equivalent. The waiver of subrogation required for all insurance policies provided shall not include any restrictions relative to negligence or injuries resulting to employees of Contractor or its sub-Contractors.

**NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.**

**2.12 MONTHLY INVOICE PAYMENTS**

Cut-off date is the close of the last business day of the month. Contractor shall submit by the 10th day of the following month Contractor's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Contractor shall submit his application on the next workday.

Contractor is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.



**2.13 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA) and applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services.

**2.14 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose and meeting or exceeding all permit or industry standard requirements. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City Manager or his designated representative for this project.

**2.15 ACCIDENT PREVENTION AND BARRICADES**

Barricades, cones, construction fencing, temporary construction fencing and off duty police officers, per City regulations and other relevant requirements, shall be provided by the Contractor when work is performed in areas traversed by persons, vehicular traffic or when deemed necessary by the City Manager at no extra cost to the City.

The Contractor is to maintain appropriate and signage for the purpose of safeguarding the general public while work is ongoing. All work shall be completed in a safe and workmanlike manner every day and the Contractor shall secure the site prior to leaving at the end of each and every day.

**2.16 CORRECTION OR REMOVAL OF DEFECTIVE WORK**

If required by City, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

**2.17 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its



components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc. Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

**2.18 VEHICLE IDENTIFICATION AND PERSONELL UNIFORM/APPEARANCE**

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work. Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The Contractor shall restore in an acceptable manner all property which, has been damaged during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area.

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document.

**2.19 EMPLOYEE TRAINING/OPERATING OF EQUIPMENT**

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, and must maintain records of all training, qualifications and certifications to be made available for the City's review upon request. The Contractor must provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking during performance of the Work under this Contract.

**2.20 LIQUIDATED DAMAGES**

Failure to mobilize and complete all the work within the time specified by the city's Project Manager, including any extension granted in writing by the City, shall obligate the Contractor to pay the City, as **liquidated damages** and not as a penalty, an amount equal to **two-hundred Dollars (\$200) for each calendar** day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

**2.22 PUBLIC RECORDS LAW**

The City is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed



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exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the ITB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT MBetancur@sibfl.net.**

**END OF SECTION**



### SECTION 3

#### SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

##### 3.0 **PURPOSE**

The City of Sunny Isles Beach (the “City”) intends to award a contract with a licensed Contractor to provide all labor, equipment and materials for HVAC preventative maintenance including inspections on chillers, pumps, cooling towers, air handler units, pipes & valves, mini split units, emergency services, coil maintenance, duct cleaning, regular filter replacement and HEPA filters (as-needed, at minimum twice a year). The intent of this contract is to ensure the continued efficient, safe, and reliable operation of all HVAC equipment through routine inspections, servicing, and maintenance in accordance with industry standards and manufacturer specifications on a monthly basis.

##### 3.1 **FILTERS**

The Contractor shall Furnish and replace all filters for all units specified on Equipment List.

##### 3.2 **LOCATIONS OF WORK**

The HVAC systems to be maintained are located at the following City facilities:

1. **Government Center**  
18070 Collins Avenue, Sunny Isles Beach, FL 33160
2. **Government Annex (under Construction until 2026)**  
18050 Collins Avenue, Sunny Isles Beach, FL 33160
3. **Fleet Building**  
18080 Collins Avenue, Sunny Isles Beach, FL 33160
4. **Building Department Modular Trailer**  
18080 Collins Avenue, Sunny Isles Beach, FL 33160
5. **Gateway Park**  
151 Sunny Isles Boulevard, Sunny Isles Beach, FL 33160
6. **Pelican Community Park**  
18115 N Bay Road, Sunny Isles Beach, FL 33160
7. **Public Works Compound / Pump Station**  
19160 Collins Avenue, Sunny Isles Beach, FL 33160
8. **The Spot**  
215 185th Street, Sunny Isles Beach, FL 33160
9. **Heritage Park**



19200 Collins Ave, Sunny Isles Beach, FL 33160

10. **Town Center Park / Meditation Garden**

17200 Collins Ave, Sunny Isles Beach, FL 33160

**3.3 SCOPE OF SERVICES**

**i. Thermostat and Control Inspection**

- Inspect thermostat operation in all modes.
- Check thermostat connections, level, and calibration.
- Tighten any loose mounting screws.

**ii. Air Handling Unit and Drainage System Maintenance**

- Clean drain pans and drain lines.
- Check float switch operation.
- Inspect wiring for loose or discolored connections.
- Replace belts (if applicable) at preferred customer rates.
- Inspect evaporator coil (cleaning not included in this contract).
- Inspect blower assembly.
- Lubricate bearings and oil ports.
- Inspect heater and verify heater operation.

**iii. Fan System Maintenance**

- Inspect all fans.
- Record operating data.
- Lubricate moving parts as needed.
- Inspect belts and bearings.
- Inspect electrical connections.

**iv. General HVAC System Maintenance**

Inspection and servicing of:

- Chillers
- Pumps
- Cooling towers
- Air handling units (AHUs)
- Pipes and valves
- Mini-split units
- Emergency HVAC services (as needed)

- Coil cleaning and maintenance
- Duct cleaning
- Regular filter replacement
- HEPA filter replacement (as needed)
- Repair and replacement of parts and/or units.

### 3.4 **HOURS OF WORK**

The Contractor shall perform work Monday through Friday from 7:30 a.m. to 4:00 p.m., unless specifically authorized or requested by the City to perform work at alternate times.

### 3.5 **RECORDS**

The Contractor shall be responsible for providing detailed service reports following each scheduled maintenance visit and any emergency service calls. These reports are essential for tracking the condition and performance of HVAC systems and ensuring accountability and transparency in service delivery.

Each report must include, at a minimum:

- **Date and time** of service
- **Location** of service (specific facility and unit)
- **Technician(s)** performing the work
- **Description of services performed**
- **Checklist of inspected components**
- **Noted deficiencies or issues**, including photos if applicable
- **Corrective actions taken** or recommended
- **Parts replaced** (including serial numbers and warranty information, if applicable)
- **Operating data** recorded (e.g., temperatures, pressures, amperage)
- **Recommendations** for future maintenance or repairs

Reports must be submitted electronically to the City's designated representative within **48 hours** of service completion. The City reserves the right to request additional documentation or clarification as needed.



## SECTION 4 BID RESPONSE FORMAT

### 4.0 FORMAT

Submit an electronic bid response on DemandStar.com. All required signatures shall be manual by an authorized representative who has the legal authority to bind the Bidder in contractual obligations. Each page of the bid should state the name of the Bidder, the bid number, and the page number. The City reserves the right to request additional data or material to support bid. All material submitted in response to the ITB will become the property of the City.

#### LABEL EACH SECTION AS NUMBERED

#### Minimum Qualification Requirements (MQRs)

**Bidders must read the MQRs first to ensure you meet these requirements in order to provide a response to this ITB. Bidders that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered. Bidder must provide all MQRs as requested, in addition to the information requested below.**

The proposal must be in the following format specifically addressing each criterion below:

#### 1. Company Information

In response to this Invitation, all Bidders must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Office address and telephone number, email address
- Proof of insurance
- Bidder must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as **active**.
- W9

#### 2. Qualifications

Bidder's relevant experience, qualifications and past performance

- An explanation of why the Bidder is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Bidder meets or exceeds the requirements of this ITB.
- Provide a brief introduction letter highlighting the overall experience and qualifications of the Bidder with respect to the services requested under this Solicitation. Project list demonstrating this minimum experience and shall include, at a minimum: the project, date of completion, base contract amount, number and amount of change orders, if any, the name, address, and phone number of the owner or owner's representative familiar with the work.



Specifically list any projects, either complete or underway, that are located in Miami-Dade, Broward or Palm Beach, Florida Counties.

- **Bidder must address the Minimum Qualification Requirements A – C, per Section 2.2 of ITB.**

### 3. **Staffing**

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors

- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn.
- The composition of the staff team that will be assigned to the contract.
- The name of the person who will be responsible for the coordination of work.
- Experience and qualifications of staff and satisfactory record of performance of staff
- Each proposal must identify the name(s) and address(es) of all Subcontractors, suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment. If requested by City after Bid Opening and before Award, the successful Bidder shall submit to City additional detail on any or all Subcontractors or Suppliers including without limitation, pertinent information regarding similar projects, and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization.

### 4. **Approach / Methodology**

Bidders' approach methodology to providing the services requested in this solicitation must reference:

- Suitability of the methodologies and approaches used in achieving tasks.
- Overall organization to completing the project.
- Work plan explaining how they intend on meeting the established deadlines.
- Bidders are required to provide an Emergency Response Plan with 2 Hour Response for emergency call-outs (submit with bid).
- Bidders shall specify on the attached Bid Form the estimated response/mobilization time necessary to get crews working after contract award.

### 5. **Corporate Standing and Authorized Signatory**

Bidders must demonstrate that the company is in good standing and that the person signing this submittal is an Authorized Signatory on behalf of the Bidders to sign bids,



proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the respondent will be duly bound. The Bidders must provide a copy of the State Certificate of good standing listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the Bidder must provide one of the following forms of evidence of Signatory Authority with its response:

- a. A copy of firm's Articles of Incorporation listing the approved signatories of the corporation;
- b. A copy of a resolution listing the members of staff as authorized signatories for the Bidder; and
- c. A letter from a corporate officer listing the members of staff that are authorized signatories for the Bidder.

**6. Litigation History**

Bidder shall provide a summary of any litigation or arbitration that the Bidder, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity in Florida for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Bidder it determines to be excessively litigious.

**7. Forms and Attachments**

Enclosed Forms;  
Bidders must complete, sign as required, and submit the Addenda and all forms; and Bidders' Current Certificate(s) of Insurance.

**8. Exceptions**

Bidders must list any exceptions taken to the terms and condition in this ITB.



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**QUALIFICATION REQUEST  
INCLUDE WITH YOUR BID**

**Bidder must list projects of similar project scope fulfilling the following qualification requests:**

1. List Project Management Personnel. Personnel cannot be changed without written approval.

Project Manager \_\_\_\_\_

2. How many years has your organization been in business as a Contractor?

\_\_\_\_\_

3. List current workload.

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\_\_\_\_\_

4. Is the Bidder subcontracting any part of this work? If so, give details to major key subcontractor's name, address, phone number and type of work to be performed. Also, indicate the percentage of the total work to be performed by the subcontractor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The business is a (sole proprietorship) (partnership) (corporation) and name of owner:

\_\_\_\_\_



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6. Has your company ever been debarred or terminated for default on a government contract?

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7. Bidder must list any exceptions taken to the terms and condition in this ITB.

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8. Have you personally inspected the locations, are there any concerns that may impede your performance on this project?

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9. Describe the Bidder's attributes, which make the Bidder best-suited for this project.

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**END OF SECTION**



## **REASON FOR “NO BID”**

For Bidders choosing **NOT** to bid/propose on this opportunity, the city appreciates your response using this form.

Please return via email to [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net).

Why did your firm choose not to respond to this opportunity?

Circle all that apply from below list: \_\_\_\_\_

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.

Other:



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**ELECTRONICALLY OR IN-PERSON  
SUBMIT TO:**  
DemandStar.com OR City Clerk’s Office

**INVITATION TO BID  
SECTION 5  
BID SUBMITTAL FORMS**

**OPENING: 11:00 A.M.  
FRIDAY, JUNE 27, 2025**

PLEASE QUOTE PRICES FURNISHED & INSTALLED, LESS TAXES, PROVIDED TO  
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by:	Procurement Director:	Date Issued:	This ITB Submittal Consists of
	Genesis Cuevas	JUNE 11, 2025	this ITB, Attachments and Exhibits

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Sealed bids are subject to the Terms and Conditions of this INVITATION TO BID and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal received electronically until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**ITB 25-06-01  
ITB HVAC MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE**

A Bid Deposit in the amount of **0%** of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of **0%** of the total amount of the bid will be required upon execution of the contract by the successful Proposer and City of Sunny Isles Beach

**Bidder Name:**

---

**FAILURE TO SIGN PAGE 32 OF SECTION 6 BID SUBMITTAL WILL RENDER YOUR BID  
NON-RESPONSIVE**



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**SECTION 6  
BID SUBMITTAL FOR:**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**  NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

Bid Title: **CITYWIDE HVAC MANAGEMENT SYSTEM PREVENTATIVE MAINTENANCE**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Bidder accepts all of the terms and conditions of the Advertisement or INVITATION TO BID and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:

- The Bidder has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Bidder has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Bidder.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidders to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidders or over the City.

The Bidder understands and agrees that the Bid is for unit prices to furnish and install individual Work Items for maintenance and/or repair work, complete in place. Estimates are provided for the purposes of Bid Evaluation and to establish unit prices for individual Work to be contracted by the City under individual Purchase Orders, based on the unit prices established under this Bid.

The City and the successful Bidder will establish completion times for each individual Work Item and the successful Bidder agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.



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Firm Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different):

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_/\_\_/\_\_-\_\_/\_/\_/\_/\_/\_/\_/\_

***\* "By signing this document the bidder agrees to all Terms and conditions of this INVITATION TO BID.***

**Signature:**

\_\_\_\_\_

**(Signature of authorized agent)**

Print Name: \_\_\_\_\_

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

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**



## PRICE SHEET

I. Bidder must use the Bid Price Sheet to submit Bidder's price for this Project.

II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.

III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.

IV. Bidder must completely fill out each column below, i.e., unit price and total.

V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.

VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.

VII. Lump sum bid price shall include all costs for: a. Furnishing all tools, equipment, materials, apparatus, facilities, labor, transportation, supervision and management necessary to perform the work described in the bid documents; b. Providing the necessary safety precautions for the protection of the public, such as barricades and warning signs; c. Cleanup activities to restore the work site to a satisfactory condition; d. Federal, state and local taxes; and e. All permits and licenses required to perform the work described in the bid documents.

**ITB 25-06-01 HVAC Management System Preventative Maintenance**

# of Locations	LOCATIONS	QTY	COST PER MONTH	TOTAL ANNUAL COST
1	<b>GOVERNMENT CENTER - 18070 Collins Avenue Sunny Isles Beach</b>			
	(5) Air handlers (3) Mini split units (2) Condensor units (4) Fan Coil Units Pumps Pipes/Valves/Belts Hepa Filter Regular Filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	<b>\$</b>
2	<b>GOVERNMENT ANNEX (Under Construction) until 2026 - 18050 Collins Ave</b>			
	(6) Air Handlers Pumps Pipes/Valves/Belts Hepa Filter Regular filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	<b>\$</b>
3	<b>FLEET BUILDING - 18080 Collins Ave</b>			
	<b>SCOPE OF WORK:</b>			
	(1) Fan Coil Unit Pipes/Valves/Belts Regular Filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	<b>\$</b>
4	<b>Building Department Modular Trailer - 18080 Collins Avenue</b>			
		12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	<b>\$</b>

5	<b>GATEWAY PARK - 151 Sunny Isles Blvd</b>			
	(8) Air handlers (10) Mini split unit Pumps Pipes/Valves/Belts Hepa Filter Regular Filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	\$
6	<b>PELICAN COMMUNITY PARK - 18115 N Bay Rd, Sunny Isles Beach</b>			
	(3) Air handler (2) Mini split unit (1)Condensor Unit Chiller Pumps Pipes/Valves/Belts Hepa Filter Regular Filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	\$
7	<b>PUBLIC WORKS COMPOUND - 19160 Collins, Avenue Sunny Isles Beach</b>			
	(3) Fan Coil Units Pipes/Valves/Belts Regular Filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	\$
8	<b>THE SPOT - 215 185 Street</b>			
	(5) Air handler Pipes/Valves/Belts Regular Filter	12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	\$
9	<b>Heritage Park - 19200 Collins Ave</b>			
		12	\$ -	\$ -
			<b>TOTAL ANNUAL</b>	\$

10

**Town Center Park / Meditation Garden - 17200 Collins Ave**

	12	\$ -	\$ -
		<b>TOTAL ANNUAL</b>	\$

<b>GRAND MONTHLY TOTAL (LOCATIONS 1 - 10)</b>		\$
<b>GRAND ANNUAL TOTAL (MONTHLY X 12)</b>		\$

ADDITIONAL AS-NEEDED SERVICES	Hourly Rate
Service Technician	\$
Helper	\$
Service Technician After Hour Emergency Service	\$
Repair Fans	\$
Repair & Replacement of any equipment normal business hours	\$
Parts Mark-up	\$ % NTE 10%
Disinfectant/ Coil Cleaning	\$ <i>Ea.</i>
Yearly Evaporater Cleaning	\$ <i>yearly</i>
<b>OTHER NOT INCLUDED ABOVE: (BIDDER MAY FILL-IN):</b>	
	\$



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## **ATTACHMENT A**

### **HERITAGE PARK HVAC ASSET LIST**

Desc.	Location	Manufacturer	Model Number	Serial Number	Comments	Photo
condensing unit	parking garage 1st floor	TGM	GRHART12ASA	N/A	Manufactured Year - N/A Installation Date- Maintenance Schedule- Maintenance By:	
AC	IT ROOM	TGM	GWART12SA	N/A	Manufactured Year - N/A Installation Date- Maintenance Schedule- Maintenance By:	
condensing unit	parking garage 1st floor	LG	LSU120HXY	N/A	Manufactured Year - 2022 Installation Date- Maintenance Schedule- Maintenance By:	
AC	Elevator room	LG	LSN120HXV	N/A	Manufactured Year - 2022 Installation Date- Maintenance Schedule- Maintenance By:	
Split System / Heat Pump	1 floor garage behind break room	Samsung	AR24BSFCMWKX	RXS24CMB	Manufactured Year - 2022 Installation Date- Maintenance Schedule- Maintenance By:	
Split System / Heat Pump	1 floor garage inside break room	Samsung	AR24BSFCMWKN	RNS24CMB	Manufactured Year - 2022 Installation Date- Maintenance Schedule- Maintenance By:	



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## **ATTACHMENT B**

# **PELICAN COMMUNITY PARK HVAC ASSET LIST**

# PELICAN COMMUNITY PARK

Asset	Disc.	Location	Manufacturer	Model Number	Serial Number	Comments
Mini-Split	Mini-Split air handl	IT Room	Carrier	40MVC012-3	0308V06001	Manufactured Year - Installation Date- Maintenance Schedule- Maintenance By:
Mini-split	Mini-split evaporati	Elevator room	Mitsubishi Elect	MS-A12WA	7001838	Manufactured Year - Installation Date- Maintenance Schedule- Maintenance By:
AC Building contr	AC Building control	HVAC Room inside th	Trane	TRACER SUMMIT BCU	BMTX001AAB011	Manufactured Year - Installation Date- Maintenance Schedule- Maintenance By:
AHU-2	Air handling unit lo	HVAC Room inside th	Trane	MCCB008UA0COUB	K06L35085A	Manufactured Year - Installation Date- Maintenance Schedule- Maintenance By:
AHU-1	M-Series Climate C	HVAC Room behind b	Trane	MCCB012UA0COUB	K06L35097A	Manufactured Year - Installation Date- Maintenance Schedule- Maintenance By:
AHU-3	Air Handling Unit in	HVAC Room on 2nd fl	Trane	K06L35091A	MCC B021UA0C0UB	Manufactured Year - Installation Date- Maintenance Schedule- Maintenance By: Manufactured Year - 2017 Installation Date- Maintenance Schedule- Maintenance By:
CH-1	Chiller	HVAC Room on 2nd fl	Daikin	AGZ100EDHEMNN00	STNU171200029	Manufactured Year - 2023 Installation Date- Maintenance Schedule- Maintenance By:
Air Handling Unit	Air handling unit lo	Left closet inside Gyr	Rheem	RHITZISITSTANN RHITZISITSTANN	WO52363978	Manufactured Year - 2023 Installation Date- Maintenance Schedule- Maintenance By:



**CITY OF SUNNY ISLES BEACH**

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## **ATTACHMENT C**

### **GATEWAY PARK HVAC ASSET LIST**

### Gateway Asset List

Asset	Desc.	Location	Manufacturer	Model Number	Serial Number	Comments	Photo
RTU-1	A/C Unit	Roof	Trane	THC047E3RBA0ME6C10006B000 0000C0000000000	201011736L	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
RTU-2	A/C Unit	Roof	Trane	THD180G3RGB10DAC10000B00 A0000000000000000	201011208D	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
RTU-3	A/C Unit	Roof	Trane	THC102F3RCA0JE6C10006B0000 000D00000000000	201012241L	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
RTU-4	A/C Unit	Roof	Trane	THC120F3RGA0JE6C10006B0000 000E00000000000	201013507L	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
RTU-5	A/C Unit	Roof	Trane	THC067E3RBA0ME6C10006B000 0000C0000000000	201011738L	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	

### Gateway Asset List

RTU-6	A/C Unit	Roof	Trane	TEH330BEAY0B1CC50000000HH B02K000000000000	H4G128AA	Manufactured Year - 2019 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
RTU-7	A/C Unit	Roof	Trane	THC047E3RBA0ME6C10006B000 0000C00000000000	201011737L	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
CU-8	A/C Unit	Roof	Trane	RAUJC30EBD0300000000	C20B01416	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
	A/C Unit	Roof	American Standard	4A7A60601000AB	18382U5W2F	Manufactured Year - 2018 Installation Date- 2020 Maintenance Schedule- Every Two Months /Yearly Maintenance By: CT Mechanical	
	Condensing Unit	Roof	MITSUBISHI ELECTRIC	PUY-A18NKA7	99U13951D	Manufactured Year - 2019 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
	Air Handler	GWCenter Mechanical Room	Trane	UCCAR17A0C01022000003JF800 BA0000000A001	H20B17361	Manufactured Year - 2020 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	

### Gateway Asset List

	Air Handler	GWP New Storage	Trane	TEM4A0C60S1SBA	193453UT3V	Manufactured Year - 2019 Installation Date- 2020 Maintenance Schedule- Every Two Months , plus Yearly Maintenance By: CT Mechanical	
AC-2	Air Handler	GWP Old Storage	Rheem	RHLL-HM4821JA	W111517128	Manufactured Year - 2015 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
	Air Handler	GWP Old Storage	Rheem	RHLL-HM2417JD	W161500242	Manufactured Year - 2015 Installation Date- 2020 Maintenance Schedule- Every Two Months / Yearly Maintenance By: CT Mechanical	
	mini split	outside elevator room of Gateway Parking	Mitsubishi Electric	MUY-GE18-NA	N/A	Manufactured Year - 2014 Installation Date- 2016 Maintenance Schedule-Quarterly Maintenance By: Airstron	
	Compressor Unit	outside elevator room of Gateway Parking	Rheem	14AJM48A01	W211414290	Manufactured Year - 2014 Installation Date- 2016 Maintenance Schedule-Quarterly Maintenance By: Airstron	
	Compressor Unit	outside elevator room of Gateway Parking	Rheem	13AJN24A01	W421423720	Manufactured Year - 2014 Installation Date- 2016 Maintenance Schedule-Quarterly Maintenance By: Airstron	

**Gateway Asset List**

	Compressor Unit	outside elevator room of Gateway Parking	Rheem	13AJN24A01	W421423723	Manufactured Year - 2014 Installation Date- 2016 Maintenance Schedule-Quarterly Maintenance By: Airstron	
	Compressor Unit	outside elevator room of Gateway Parking	Rheem	13AJN24A01	W421427560	Manufactured Year - 2014 Installation Date- 2016 Maintenance Schedule-Quarterly Maintenance By: Airstron	
	mini split	outside elevator room of Gateway Parking	Mitsubishi Electric	MUY-GE24-NA	N/A	Manufactured Year - 2014 Installation Date- 2016 Maintenance Schedule-Quarterly Maintenance By: Airstron	



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## **ATTACHMENT D**

# **GOVERNMENT CENTER HVAC ASSET LIST**

# Government Center

Asset	Desc.	Location	Manufacturer	Model Number	Serial Number	Comments	Photo	Maintenance	Frequency						Recommended Replacement Date		
									Weekly	Monthly	Quarterly	Six Months	Annual	Bi Annual		5 Years	
EFR1	AIRFLOW	ROOF	Cook	1805ONB	305S80244800/0000701	MANUFACTURE DATE- AUG 2004		Maintenance By Jorda		X				X			2014
N/A	AIR HANDLE	1ST FLOOR MECHANICAL ROOM	MCQUAY	CAH065FDAC	F80U040300874	MANUFACTURE DATE- 2015		Maintenance By Jorda		X				X			2025
AHU 1-2	AIRHANDLER	CHAMBERS	MCQUAY	E761575030	F80U040300875	MANUFACTURE DATE- 2015		Maintenance By Jorda		X				X			2025
AHU 2-1	AIR HANDLER	2ND FLOOR MECHANICAL ROOM	MCQUAY	CAH025FDAC	F80U040300876	MANUFACTURE DATE- 2015		Maintenance By Jorda		X				X			2025
AHU 3-1	AIR HANDLER	3RD FLOOR MECHANICAL ROOM	MCQUAY	E761575050	F80U040300877	MANUFACTURE DATE- 2015		Maintenance By Jorda		X				X			2025
AHU 4-1	AIR HANDLER	4TH FLOOR MECHANICAL ROOM	MCQUAY	E761575060	F80U040300878	MANUFACTURE DATE- 2015		Maintenance By Jorda		X				X			2025
N/A	AC UNIT	OCEAN RESCUE	Lenox	HS29-036-9G	S804H03703	MANUFACTURE DATE- 2016		Maintenance By Jorda		X				X			2026
N/A	COOLING TOWER	ROOF	REYMSA	RTU-714275-A	M46M3M1143G17833784	MANUFACTURE DATE- 2014		Maintenance By Jorda		X				X			2024
N/A	COOLING TOWER	ROOF	REYMSA	RTU-714275-A	M46M3M1143G17833784	MANUFACTURE DATE- 2014		Maintenance By Jorda		X				X			2024
N/A	CHILLERS	ROOF	DUNHAM-BUSCH	WCFX 38TRV AR 4ARJ4P	2B72100106	MANUFACTURE DATE- 2014		Maintenance by:DUNHAM-BUSCH			X			X			2024

N/A	CHILLER PUMP	ROOF	DUNHAM-BUSCH	CD18140H212HBH	1017725	MANUFACTURE DATE- 2014		Maintenance by:DUNHAM-BUSCH	X	X	2024
N/A	CHILLER PUMP	ROOF	DUNHAM-BUSCH	CD18140H212HBH	1017725	MANUFACTURE DATE- 2014		Maintenance by:DUNHAM-BUSCH	X	X	
N/A	Chiller Pump	ROOF	Armstrong	4280	825810	MANUFACTURE DATE- 2014		Maintenance By Jorda	X	X	
CWP-2B	PUMP CHILLER	ROOF	ARMSTRONG	4300534-069	1368	MANUFACTURE DATE- 2016		Maintenance By Jorda	X	X	
CWP-2A	PUMP CHILLER	ROOF	ARMSTRONG	4300534-283	2630	MANUFACTURE DATE- 2016		Maintenance By Jorda	X	X	
CHWP-1B	PUMP CHILLER	ROOF	WEQ NEMA PREMIUM	025360T3E256TC-S	1068975350	MANUFACTURE DATE- 2023		Maintenance By Jorda	X	X	
CHWP-1A	PUMP CHILLER	ROOF	ARMSTRONG	025360T3E256TC-S	1036617787	MANUFACTURE DATE- 2016		Maintenance By Jorda	X	X	
N/A	SPLI A/C SYSTEM	COMPUTER ROOM POLICE DEPT.	MITSUBISHI ELECTRIC	MSZ-GE24NA	5001987 T	MANUFACTURE DATE- N/A		Maintenance By Jorda	X	X	2030
N/A	SPLIT A/C SYSTEM	3RD FLOOR COMPUTER ROOM	MITSUBISHI ELECTRIC	MSZ-WR24NA	1000115 T	MANUFACTURE DATE- 2020		Maintenance By Jorda	X	X	2030
N/A	SPLIT A/C SYSTEM	3RD FLOOR PARKING GARAGE	MITSUBISHI ELECTRIC	MSZ-WR24NA	0900078 T	MANUFACTURE DATE- FEB 2021		Maintenance By Jorda	X	X	2031
N/A	SPLIT A/C SYSTEM	3RD FLOOR COMPUTER ROOM	MITSUBISHI ELECTRIC	MSZ-WR24NA	1000393 T	MANUFACTURE DATE- 2021		Maintenance By Jorda	X	X	2031

N/A	SPLIT A/C SYSTEM	3RD FLOOR PARKING GARAGE	mitsubishi electric	MSZ-WR24NA	1000823T	MANUFACTURE DATE- JUNE 2020		Maintenance By Jorda	×	×	2030
N/A	SPLIT A/C SYSTEM	AUDIO ROOM (CHAMBERS)	mitsubishi electric	MSZ-GE18NA	52E04552	MANUFACTURE DATE- 2016		Maintenance By Jorda	×	×	2026
N/A	AC/ UNIT	PARKING LOT (OCEAN RESCUE)	RHEEM	RA1436AJ1NB	W322234797	MANUFACTURE DATE- AUG 2022		Maintenance By Jorda	×	×	2032



N/A	HVAC DRIVE	MECHANICAL ROOM FL 4	VTAC	9VT401-027HTAN	1JAX4EJ2	MANUFACTURE DATE- 20011		Maintenance By Johnson Control			
N/A	HVAC DRIVE	MECHANICAL ROOM FL 3	VTAC	9VT401-027HTAN	1JAX4EJ2	MANUFACTURE DATE- MAY 2004		Maintenance By Johnson Control			
N/A	HVAC DRIVE	CHAMBERS	VTAC	RX9VT401-011HTAN	1JAU9KK1	MANUFACTURE DATE- AUG 2003		Maintenance By Johnson Control			
N/A	HVAC DRIVE	MECHANICAL ROOM 2	VTAC	9VT401-027HTAN	1JAX4EJ2	MANUFACTURE DATE- June 11th 2004		Maintenance By Johnson Control			



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## **ATTACHMENT E**

### **THE SPOT HVAC ASSET LIST**

# The Spot/HVAC

- **(x9) Wall Units**
  - Brand Name – Ruud



- **(x5) Air Handlers-**
  - Brand Name- Bard





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## **ATTACHMENT F**

# **BUILDING DEPARTMENT MODULAR HVAC ASSET LIST**

# Building Module

- (x1) Wall Unit
  - Brand Name- BARD





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## **ATTACHMENT G**

### **PUBLIC WORKS HVAC ASSET LIST**

# Public Works HVAC

- **(x3) Wall Units**
  - Brand Name- BARD





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# **ATTACHMENT I**

## **FLEET HVAC ASSET LIST**

# Fleet Building Hvac

- **(x1) Package Unit**
  - Brand Name- Carrier





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## **ATTACHMENT H**

### **TOWN CENTER HVAC ASSET LIST**

# Town Center

- **(x1) Mini Split**
  - Brand Name- Carrier



- **(x1) wall unit**
  - Brand Name- General Electric





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# **AFFIDAVITS**







## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State 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 on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_.  
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**11.5.** I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(AFFIX NOTARY STAMP HERE)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_



EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **CONFLICT OF INTEREST STATEMENT**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**



## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title



# ANTI-KICKBACK

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Notary Public – State of Florida**

\_\_\_\_\_  
Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.135]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

### **Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_

Is personally known to me

Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date



# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138, Florida Statutes.
3. Entity is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
4. Entity does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
5. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_

Signed: \_\_\_\_\_

Entity: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

State of Florida at Large (Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**CITY OF SUNNY ISLES BEACH  
RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK  
FOR PROJECT SITE VISIT(S)**

In consideration of being permitted to enter, our citywide facilities, ("Project Premises") for inspection in relation to INVITATION TO BID 25-06-01 CITYWIDE HVAC MANAGEMENT SYSTEM PREVENTATION MANAGEMENT by signing below the UNDERSIGNED HEREBY:

1. ACKNOWLEDGES THAT THE VISIT TO OR TOUR OF THE PROJECT PREMISES IS POTENTIALLY HAZARDOUS and involves certain risks, including the risks of serious bodily injury, death, and property damage.
2. ASSUMES FULL AND SOLE RESPONSIBILITY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the visit to or tour of the Project Premises, whether caused by the negligence of the Releasees or otherwise.
3. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City of Miramar ("City"), its officers, officials, agents, and employees ("Releasees"), from and for any and all claims, losses, or damages, and any claims or demands therefore (including, without limitation, legal fees and disbursements) on account of bodily injury, death, or property damage (including the loss therefrom) arising out of, from, or in any manner related or connected to the visit to or tour of the Project Premises or the entry by the UNDERSIGNED upon the Project Premises, whether caused by the negligence of the Releasees or otherwise.
4. AGREES TO ASSUME THE RESPONSIBILITY AND LIABILITY for damage or injury to all persons and to all property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or use of the Project Premises. Notwithstanding any provision or agreement to the contrary, UNDERSIGNED shall defend, indemnify and hold harmless the Releasees against all claims, damages and losses (including without limitation legal fees and disbursements) for injury to persons or damage to property, including the loss of use therefrom, arising out of, from, or in any manner connected with the UNDERSIGNED'S entry upon or occupancy of the Project Premises.
5. AGREES THAT THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEES, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA and that if any portion thereof is invalid, agrees that the balance shall, notwithstanding, continue in full legal force and effect. This Release sets forth all agreements and understandings of UNDERSIGNED with respect to the subject matter hereof.

6. AGREES TO ABIDE by the City's safety policies and procedures, criteria and requirements at the Project Premises, and all safety instructions and directions provided by the City at the Project Premises.

**I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY, KNOWINGLY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.** This document is binding upon me and my family, heirs, children, assigns, personal representatives and anyone with the authority to act on my behalf.

By: \_\_\_\_\_  
Releasor's signature

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

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

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