

TAB 2



City of Palmetto Agenda Item

Meeting Date

12/19/11

Presenter: Jim Freeman

Department: City Clerk

Title: HVAC Replacement throughout the City

The City was awarded two \$250,000 grants for energy efficient enhancements as part of the Energy Efficiency Block Grant (EECBG) state program. This item is one of two tasks associated with the second energy grant the City received (ARS050 now #17676). As part of the grant, the City was award monies to replace HVAC units at City owned buildings. The new units will improve the energy efficiency and save the City money.

The City issued a Request for Proposal on October 24, 2011. Responses were due on November 28, 2011. The City received five (5) responses from HVAC companies. A committee of 5 individuals from the City was assembled to evaluate and rank all five proposals. Vendors were evaluated based on staff experience, qualifications, fee, project approach, timeline, other factors. A copy of the ranking sheet is included for your review (individual ranking sheets are on file and can be provided if requested). The evaluation committee recommends selecting Air and Energy to perform the HVAC replacements in the City buildings.

The initial budget for this project is approximately \$132,600. However, some of the other tasks for this grant have come in under budget and we have received verbal approval from our grant manager that the excess funds could be used to compensate for any budget shortfalls associated with the HVAC replacement. The cost to replace all units was more than the initial budget, but based on initial site surveys, some of the existing units may not need to be replaced. Staff will begin discussion with the vendor to prioritize the units that will be replaced to ensure we stay within budget. If the cost exceeds the initial budget, we will use some of the excess grant dollars and will bring back an amendment to this Commission before moving forward.

Budgeted Amount: \$132,600 **Budget Page No(s):** **Available Amount:** \$132,600 **Expenditure Amount:** \$132,600

Additional Budgetary Information: This expenditure is being paid for from the grant dollars the City was awarded as part of the \$250k EECBG grant.

Funding Source(s): **Sufficient Funds Available:** ☒ Yes ☐ No **Budget Amendment Required:** ☒ Yes ☐ No **Source:**

City Attorney Reviewed: ☒ Yes ☐ No ☐ N/A **Advisory Board Recommendation:** ☐ For ☐ Against ☒ N/A **Consistent With:** ☐ Yes ☐ No ☐ N/A

Potential Motion/Direction Requested: Award of RFP to Air & Energy, Inc.; authorization for staff to negotiate and prioritize the units to be replaced; and authorization for staff to negotiate and prioritize the units to be replaced; and authorize for the Mayor's execution of the contract in an amount not to exceed \$132,600

Staff Contact: Jim Freeman

Attachments: Summary scoring sheet, Air and Energy RFP, Contract



CITY OF PALMETTO

Request for Proposals Summary Form

HVAC Systems Retrofit

Firm	Allen	Geoff	Matt	Bob	Stephen	Total	Average
Air & Energy	3.45	3.45	4.65	4.25	4.90	20.70	4.14
AMSCO	3.28	2.75	4.25	3.60	4.48	18.35	3.67
Arctic Air	3.55	3.00	4.45	3.55	4.00	18.55	3.71
Ocean Aire	3.45	2.20	1.80	1.90	1.60	10.95	2.19
West Coast Air	3.53	3.60	4.45	3.80	3.68	19.05	3.81

Florida Energy Efficient Conservation
Block Grant Agreement 17676
(Formerly ARS050)

City of Palmetto and
Air & Energy, Inc.

December 12, 2011

**AGREEMENT
BETWEEN
CITY OF PALMETTO
AND AIR & ENERGY, INC.**

This is an AGREEMENT between the City of Palmetto (OWNER) and Air & Energy, Inc. (CONTRACTOR).

SECTION 1- DEFINITIONS

Wherever used in this Agreement, the following terms have the meaning indicated which are applicable to both the singular and the plural thereof:

1.1 Grant

Grant shall be defined as the Energy Efficient Conservations Block Grant (EECBG) grant number 17676 (formerly ARS050) between the City of Palmetto and State of Florida Executive Office of the Governor, Florida Energy and Climate Commission. A copy of this grant document is on file with the City Clerk for the City of Palmetto.

1.2 Additional Services

Additional Services means the services to be performed or furnished to OWNER by CONTRACTOR as described in Section 4.1 of this Agreement.

1.3 Agreement

Agreement means this contract between the City of Palmetto and Air & Energy, Inc. for the replacement of HVAC equipment throughout City-owned buildings.

1.4 Project

Project means the services to be performed for or furnished to OWNER by CONTRACTOR as described in Section 2.1 of this Agreement.

1.5 Contractor

CONTRACTOR means Air & Energy, Inc. having a contract with OWNER to perform or furnish Basic or Additional Services (as approved) as contained in the Request for Proposal.

1.6 Intentionally Blank

1.7 Request for Proposal (RFP)

Request for Proposal shall mean the document that was issued on October 24, 2011 with a response due date of November 28, 2011. A copy of the RFP and amendments is attached as **Exhibit "A"**.

SECTION 2 - CONTRACTOR RESPONSIBILITIES

2.1 Project Scope

CONTRACTOR shall provide to OWNER the purchase and installation of HVAC units as outlined in the proposal that was submitted by Air & Energy, Inc. and attached hereto as **Exhibit "B"**. Due to the fact that the cost to replace all units exceeds the initial estimated budget, OWNER and CONTRACTOR will prioritize the replacement units to ensure the total costs does not exceed the budget amount as defined in Section 5 of this agreement. The specific units to be replaced will be determined after final discussion with the CONTRACTOR and will be identified within Exhibit "B".

2.2 Construction Phase

CONTRACTOR shall provide all necessary and required duties until completion of the PROJECT. CONTRACTOR shall be the primary responder to the Florida Energy & Climate Commission for all services for the specific line item functions as defined in Section 2.1. CONTRACTOR shall report to Mr. Jim Freeman – Palmetto City Clerk – and shall coordinate all duties through his office.

2.3 Notice of Non-Compliance

CONTRACTOR shall give notice to the OWNER whenever CONTRACTOR becomes aware of any development that would cause non-compliance of the OWNER with respect to the terms of the GRANT or any defect or non-conformance in the work of CONTRACTOR or any sub-contractor.

2.4 CONTRACTOR shall comply with the requirements or any assurances contained in the Request for Proposal (RFP), CONTRACTOR's response to the Request for Proposal (RFP), grant authorization, and any applicable federal, state or local law. This compliance requirement includes the requirements of **Attachment F**, attached hereto and incorporated herein by reference. In the event that Contractor, its employees, subcontractors, agents or assigns fails to comply with the requirements of this Section 2.4, CONTRACTOR shall reimburse the City for any costs, fees, and penalties incurred as a result of such failure.

2.5 Federal Law Provisions

The CONTRACTOR must agree to abide by all Federal Provisions outlined in 10 CFR 600 and ARRA 111-5 upon execution of the contract. If CONTRACTOR does not abide by all Federal and State provisions the City has the right to terminate the contract immediately.

2.6 Buy American Requirements

The CONTRACTOR must agree to abide by all provisions of Section 1605 of the Recovery and Reinvestment Act that requires that all infrastructure projects

involving construction, alteration, maintenance or repair of public buildings or public works must be accomplished using iron, steel and manufactured goods produced in the United States. The Buy American provision is only applied in a manner consistent with United States obligations under international agreements.

2.7 Davis Bacon Requirements

The CONTRACTOR must agree to abide by all provisions of Section 1606 of the Recovery and Reinvestment Act that requires that all laborers and mechanics employed by CONTRACTORS and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

SECTION 3 - OWNER'S RESPONSIBILITIES

- 3.1 OWNER shall designate, in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to OWNER's services for the PROJECT provided that such actions are consistent with City Ordinances and adopted City rules and procedures and the terms of the grant award.
- 3.2 OWNER shall assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.3 OWNER shall arrange for access and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform services under this Agreement.
- 3.4 OWNER shall provide accounting and cost estimating as required for the PROJECT; such legal services as OWNER may require or may reasonably request with regard to legal issues pertaining to the PROJECT, including any that may be raised by CONTRACTORS(s); such auditing services as OWNER may require to ascertain how or for what purpose any CONTRACTOR has used the monies paid under the AGREEMENT; and such inspection services as OWNER may require to ascertain that CONTRACTOR(s) are complying with any law, rule, regulation, or ordinance, code or order applicable to their furnishing and performing the work.
- 3.5 OWNER shall give written notice to CONTRACTOR whenever OWNER becomes aware of any development that affects the scope or timing of the PROJECT or any defect or non-conformance in the work of any Contractor.

- 3.6 OWNER shall furnish or direct CONTRACTOR to provide ADDITIONAL SERVICES as stipulated under Section 4.1 of this Agreement or other services as required.

SECTION 4 – OTHER CLAUSES

4.1 Additional Services

Additional services shall be defined as anything above and beyond the scope of services as contained in the PROJECT. All additional services must be authorized in writing by OWNER before any work of the CONTRACTOR can commence. Additional Services which exceed the contract amount as described in Section five (5) of this AGREEMENT will require an amendment which must be signed by the OWNER.

4.2 Standard of Care

The standard of care for all construction services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by professionals practicing under similar conditions at the time and in the same locality.

4.3 Prohibition Against Contingent Fees

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee of CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person or company other than a bona fide employee of CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

4.4 Remedies

This AGREEMENT shall be governed by the laws of the State of Florida. Unless otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the local government and the CONTRACTOR, arising out of or relating to this AGREEMENT, or the breach thereof shall be filed in the courts in and for Manatee County, Florida.

4.5 Access to Records

The OWNER, the Florida Energy & Climate Commission and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcriptions. CONTRACTOR recognizes that such books, documents, papers and records shall be subject to Chapter 119, Florida Statutes.

4.6 Retention of Records

CONTRACTOR shall return all records relating to this AGREEMENT to the OWNER after final payment and all other pending matters are closed.

4.7 Environmental Compliance

If this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The CONTRACTOR shall include this clause in any subcontracts over \$100,000.

4.8 Energy Efficiency

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

4.9 Conflicts with Other Clauses

If this AGREEMENT contains any clauses which conflict with the above clauses, then this AGREEMENT will be governed by the clause(s) in this section.

4.10 Notices and Contact

The representative of OWNER responsible for this AGREEMENT is Shirley Groover Bryant, Mayor, City of Palmetto, 516 8th Avenue West, Palmetto, FL 34221.

The representative of CONTRACTOR responsible for this AGREEMENT shall be Trudy Moon, Air & Energy, Inc., 3018 Avenue C, Holmes Beach, FL 34217.

SECTION 5- AMOUNT AND TIMES OF PAYMENT

5.1 The fee to perform all services related to this AGREEMENT shall not exceed \$132,600 and consistent with the Request for Proposal (RFP) submission from CONTRACTOR which is attached as **Exhibit "B"**. The amount of \$132,600 is less than the proposal amount in Exhibit "B" to replace all HVAC units. As such, CONTRACTOR and OWNER will work to prioritize units so that the total cost does not exceed \$132,600.

5.2 As payment for services in Section 2, OWNER shall pay CONTRACTOR 50% of the AGREEMENT amount at the time materials are ordered and 50% upon completion of the work.

- 5.3 In the event of non-payment of fees for services or costs according to this agreement, CONTRACTOR shall have the right to cease all further services for non-payment, after written notice to the OWNER and shall be relieved of future obligations until payment is received.

SECTION 6- Termination Clause

- 6.1 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party prior to termination.
- 6.2 This AGREEMENT may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the CONTRACTOR is afforded the same notice and consultation opportunity specified in 6.1 above.
- 6.3 If termination for default is effected by the OWNER, an equitable adjustment in the price for this AGREEMENT shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the OWNER because of the CONTRACTOR's default.
- 6.4 If termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- 6.5 Upon receipt of a termination action under paragraphs 6.1 or 6.2 above, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this AGREEMENT, whether completed or in process.
- 6.6 Upon termination, the OWNER may take over the work and may award another party the AGREEMENT to complete the work described in this AGREEMENT.
- 6.7 If, after termination for failure of the contractor to fulfill contractual obligations, it is

determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the AGREEMENT price shall be made as provided in paragraph 6.3 above.

SECTION 7- ADDITIONAL TERMS

- 7.1 CONTRACTOR shall release, indemnify, and hold harmless OWNER from and against any claims, fees, and costs including without limitation, reasonable attorney's fees and costs, which may be incurred by the acts of the party as a result of or related to activities pursuant to this AGREEMENT.
- 7.2 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 7.3 In the event that either party designates different representatives after execution of this AGREEMENT, notice of the name and address of the new representative will be rendered in writing to the party and said notification attached to the original of this AGREEMENT.
- 7.4 This Agreement constitutes the entire Agreement between OWNER and CONTRACTOR and supersedes all prior written or oral understandings. This AGREEMENT may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.5 Prior to starting any work, the awarded CONTRACTOR shall provide a copy of a Certificate of Insurance with the City of Palmetto named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.

All contractors performing services for the City of Palmetto are required to provide notification of Certificate of Insurance cancellation 30-60 days prior to cancellation.

It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements

A. Workers' Compensation / Employer's Liability

- 1. Worker's Compensation: meets statutory limits in compliance with the workers' compensation laws of the State of Florida.
- 2. Employer's Liability: \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit).

B. Commercial General Liability – includes Bodily Injury Liability, Property Damage Liability, Personal Injury Liability and Advertising Injury Liability

Coverage Includes: Premises / Operations
Products / Completed Operations
Contractual Liability
Independent Contractors
Limit of Liability: \$1,000,000 each occurrence
combined single limit or
\$1,000,000 each occurrence /
\$1,000,000 general aggregate.

C. Business Auto Liability

Coverage Includes: Owned Autos
Leased Autos
Hired Autos
Non-owned Autos
Limit of Liability: \$1,000,000 each occurrence
combined single limit or
\$1,000,000 each occurrence /
\$1,000,000 general aggregate

Professional Liability/E&O

Limit of Liability: \$1,000,000 minimum

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th Day of the Month of December, 2011.

OWNER:

CONTRACTOR

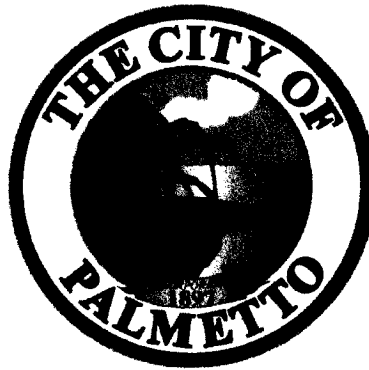
Honorable Shirley Groover Bryant
Mayor
City of Palmetto

Trudy Moon
President
Air & Energy, Inc.

CITY OF PALMETTO

REQUEST FOR PROPOSAL

HVAC SYSTEM RETROFIT



October 24, 2011

**Please Submit Response No Later Than
2:00pm EST on November 28, 2011**

1.0 BACKGROUND

The City of Palmetto has been awarded an Energy Efficiency Conservation Block Grant (EECBG). This grant allows the City to promote energy efficiency by retrofitting (replacing) the existing HVAC (heating, ventilation and air conditioning) units with new energy-efficient units at several City buildings.

This Request for Proposal (RFP) is being issued by the City of Palmetto to identify qualified vendors or individuals (Contractors). ; licensed in the State of Florida, who can provide a complete solution for the retrofitting (replacing) of the HVAC units. The City of Palmetto prefers to enter into one contract with one licensed Contractor to provide the services outlined in this RFP; however, we reserve the right to select more than one Contractor to ensure deadlines will be met.

1.1 Questions Prior to Closing Date

Submission of all questions should be emailed to:

Nixa Haisley at nhaisley@palmettofl.org no later than 5:00pm on Friday, November 4, 2011.

1.2 Action Resulting from Questions

Any interpretation, correction or change in the RFP documents will be made by email to all registered Contractors by means of a formal written addendum of questions and answers. The City shall not be responsible for any instructions or information given to Contractor orally.

2.0 INSTRUCTIONS FOR RESPONDENTS

2.1 Pre-proposal Meeting and Site Visit

All Contractors intending to respond to this RFP should attend our Pre-proposal meeting scheduled for **November 2, 2011 at 9:00am** in the City Hall Commission Chambers located at 516 8th Avenue West, Palmetto, FL 34221.

The Pre-proposal meeting will include a Project Overview, Site Visit and a Questions & Answer Session.

2.2 Examination of RFP Documents

Contractors shall promptly examine all of the RFP documents after receipt and report to the persons named in 1.1 (Questions prior to the Closing Date) of any errors, omissions or ambiguities discovered therein, as soon as possible.

2.3 Proposal Structure and Content

The requirements of the vendor and content of the Proposal are described in Section 4 of this document. We ask that Contractors carefully review this section for compliance.

2.4 Proposal Submission Deadline

Submissions are due by **2:00pm on November 28, 2011**. Refer to Section 2.5 for additional details regarding submission of your proposal.

2.5 Proposal Submission Details

The City requires at minimum one (1) original and five (5) hard copies of all submission material to facilitate review. The City reserves the right to photocopy the submission for the purposes of review. Hard copies are to be clearly labeled "RFP HVAC RETROFIT" and received in City Hall no later than the RFP closing date noted in Section 2.3 to:

City of Palmetto
c/o Nixa Haisley
516 8th Avenue W
Palmetto, FL 34221

2.6 Late Proposals

Proposals received after the date and time specified will not be considered. Proposals submitted to an address other than as specified above will not be considered. Email submissions will not be accepted.

2.7 Discretion of the City

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Also, the City reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the first submission date may or may not be rejected by the City depending on available competition and current needs of the City. Proposals will be reviewed for best value; the most responsive, responsible Contractor who presents the best proposal to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the City, and who is fit and capable to perform and best meets the interest of the City.

To be responsive, a Contractor shall submit a proposal which conforms in all material respects to the requirements set forth in the RFP.

To be a responsible, the Contractor shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any Contractor to furnish the service requested. Information the City deems necessary to make this determination shall be provided by the Contractor. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

2.8 Announcement of Successful Contractor

The successful Contractor will be advised that they have been identified as the party whom the City wishes to enter into contract negotiations for the supply of the Goods and Services. Unsuccessful contractor will be informed, via email, shortly after the City has selected the successful contractor.

3.0 PROJECT DETAILS

3.1. Background

The City's goal is to promote energy efficiency by retrofitting (replacing) the existing HVAC (heating, ventilation and air conditioning) units with new energy-efficient units of six buildings within the City. FP&L states that HVAC energy costs comprise 60% of the current total building power usage, and retrofitting will save 30% of the current energy expenditure, a savings of 18% of current total usage.

The City is interested in undertaking work that delivers measurable energy consumption and demand savings, accompanied by operating cost savings, to deliver life-cycle cost savings. The City may use its discretion to forgo proposed work that does not meet its goals for the project; and to add work that enhances project results.

The importance of conserving energy is the primary focus of this change, however, the City encourages its contractors to provide solutions which will maximize the existing budget while meeting established best practices and all the requirements outlined within this RFP.

It is of the utmost importance that this implementation be a turnkey solution and completed by the designated deadline. The City is looking for a Contractor that can provide all the necessary equipment, labor, implementation and testing services for this project.

Contractor will also be required to conform to any reporting requirements of the American Recovery and Reinvestment Act of 2011/Energy Efficiency and Conservation Block Grant Program.

Vendor should note that due to time constraints associated with this grant, all work must be complete no later than March 1, 2012.

3.2 Scope of Services

Key deliverables will include:

- Assessment of Current HVAC Systems
- Assessment of HVAC Ducting Infrastructure and Fresh Air Intake
- Propose new HVAC Equipment (Energy Star rated, Minimum SEER 17, Programmable Thermostats) Acceptable Manufactures will be: Carrier®, Trane®, Rheem® and Lennox®
- Develop Mechanical and Electrical Designs
- Installation Plan for HVAC Systems and Ducting Upgrades
- FP&L Rebates/Incentive paperwork

New unit is to be installed according to manufacturer's instructions and manuals. Contractor is responsible for completely reading the installation and operation manuals. Due to new technology, old methods of installation may not be applicable. Contractor will be required to correct any deficiencies at his own cost. Payment will be held until installation has been approved by our local building inspectors.

Any needed repairs identified during the installation process are to be reported to the building Owner and implemented only if approved.

The project site locations are all within Palmetto as follows:

- **City Hall – 516 8th Avenue West**
- **Public Works – 600 17th Street West**
- **Police Department – 1115 10th Street W**
- **Wastewater Treatment Plant (WWTP) - 1310 28th Avenue W**
- **Carnegie Library – 515 10th Avenue W**
- **Agricultural Museum – 516 10th Avenue W**

Some initial data collection about these locations has been completed and is included in the chart on the following page. This information may be used to estimate potential energy and cost savings. It should also be used to determine what further assessments need to be completed to plan efficiency upgrades. The selected Contractor will have full access to all locations and equipment records deemed necessary for proper facility assessment.

The City currently outsources all of its HVAC services. However, as a result of this RFP, selected vendor may be asked to provide continuing maintenance services and labor. Service call prices, hourly labor rates and maintenance fees should be included as part of the response. A separate form (Quote Form) has been included for this purpose.

LOCATION/UNIT	BRAND	MODEL #	SERIAL #
CITY HALL			
AIR HANDLER (HR OFFICE)	TRANE	BWV36P00D2	Y03333613
CONDENSING UNIT (HR OFFICE)	RUDD	UPGC-036JAS	442M10929309
AIR HANDLER (MAYOR'S OFFICE)	CARRIER	F14CBF024000	KFCEH0501N05
CONDENSING UNIT (MAYOR'S OFFICE)	CARRIER	24ACR324A003	
AIR HANDLER (HALLWAY)	COLEMAN/EVCON	AH12J10NA	960824497
CONDENSING UNIT (HALLWAY)	COLEMAN/EVCON	FRCS0361BB	940951266
AIR HANDLER (COMMISSION CHAMBER)	RHEEM	RHQA-2010BBV	M2192-2609
CONDENSING UNIT (COMMISSION CHAMBER)	CARRIER	38YCC060320	1502E02801
HEAT PUMP (MAIN OFFICE)	CARRIER	50HJQ007	4305G30858
AIR HANDLER (COMPUTER ROOM)	MITSUBISHI	MSY-A24NA	6001279
CONDENSING UNIT (COMPUTER ROOM)	MITSUBISHI	MVY-A24NA	6001853
PUBLIC WORKS			
AIR HANDLER (ADMIN)	CARRIER	FK4CNB006	1501A65911
CONDENSING UNIT (ADMIN)	CARRIER	38BYC048-320	1701E12572
AIR HANDLER (CONFERENCE ROOM)	CARRIER	FK4ENB006	0601A63331
CONDENSING UNIT (CONFERENCE ROOM)	CARRIER	38BYC060320	0501E18023
AIR HANDLER (2ND FLOOR)	COLEMAN/EVCON	AH14W10NA	960517457
CONDENSING UNIT (2ND FLOOR)	COLEMAN/EVCON	FRH30301CA	930455531
AIR HANDLER (SOLID WASTE/FILE ROOM)	PAYNE	PFMNB024	0604A84676
CONDENSING UNIT (SOLID WASTE/FILE ROOM)	PAYNE	PA10JA024-C	5103E09782
POLICE DEPARTMENT			
	Comfortmaker	NRA336AKA100	E062720692
	Comfortmaker	N4A360AKC300	E092700261
	Carrier	38ARQ008-501	1005G20066
	Carrier	38ARZ008-501	2806G50226
	Carrier	Can't read	
	Carrier	38ARZ008-501	3206G20162
AG MUSEUM	GIBSON	G53BC030KT	GS3000250023
	GIBSON	24NCR86A308	3006E31202
	GIBSON	G83BC036K	G83991154611
	GIBSON	GS38C036K	GS39991154596
CARNEGIE LIBRARY	TRANE	TTR048C100A1	H53290020
	TRANE	TTR048C100AZ	J01297294
	AMANA	RCE48C2C	503026242
	AMANA	RCE48C2C	501625058

3.3 Contractor Pre-Installation Requirements

- a. Site inspection to confirm existing conditions.
- b. Pre-order and pre-installation consultation to discuss project details with the City Clerk and other Staff.
- c. Confirmation of equipment prior to the contractor ordering.
- d. Verification of existing systems.

3.4 Permits & Other Requirements

- a. New units are to be installed according to all local codes. Where required by code, permit(s) and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Palmetto will have fees waived for all municipal buildings. Any other associated costs to be included in the unit prices bid. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.
- b. Contractor is responsible for complying with all applicable provisions in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.

3.5 Cleanup

- a. The contractor shall keep the work area and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials and equipment removed/replaced shall be the responsibility of the Contractor to properly dispose of or recycle.

3.6 Safety Requirements

- a. The Contractor shall be solely responsible for the entire work site and provide all necessary protection as required by laws or ordinance governing such condition and as required by the City. Contractor shall be responsible for any damage to the City's property or that of others on the job, by themselves, personnel or subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the City arising from such damages.
- b. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all State of Florida building code requirements to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of hazards existing, and shall barricade excavation and similar hazards. Contractor shall protect against damage or injury resulting from falling material and shall maintain all necessary protective devices and signs throughout the progress of the work.

- c. Work is to be done with power circuits “open” or “dead”, not “closed” or “hot”. Building occupants are to be notified of work being done when lighting circuits are to be opened so that computer work can be properly backed up. Temporary lighting may be needed.

3.7 Coordination

- a. The Contractor shall develop a construction plan to limit activity to one zone at a time. All work shall be coordinated with the City to reduce interference with the scheduled activities in the City buildings.

3.8 Other Services to be Included

- a. Preparation of required documentation if offered a contract.
- b. Preparation of all documentation required by the City of Palmetto, Energy Efficiency Conservation Block Grant (EECBG) Program and local, state and federal entities related to grant reimbursements and grant compliance.
- c. Provide a written warranty for work performed by the contractor.
- d. Provide documentation of any/all independent certifications by independent agencies and labs for all components with such certifications.
- e. Provide applicable Florida License number for all Contractors that will work on the project.
- f. Provide any documentation required or requested for compliance with the EECBG project.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Conformance to the RFP

The responsibility to ensure the submission meets all requirements of this RFP lies with the Contractor; we recommend you review this Section 4.0 thoroughly. If there is any doubt, the contractor is encouraged to seek clarification from the City representative identified in Section 1.1.

4.2 Information to be Evaluated

The information provided by the contractor must allow the City to be able to accurately evaluate the Proposal. The City may also consult with other publicly available sources of information in evaluating the Proposal.

4.3 Sample Contract

The contractor may include a Sample Contract to be used between the contractor and the City. The Sample Contract shall bind the contractor, if successful, to sign a similar contract for the goods and services outlined in their submission.

4.4 One Document

The Contractor's response to this RFP must be presented in one document with a total for all work. Submissions composed of multiple documents will not be accepted.

4.5 Proposal Format and Content

To receive full consideration during evaluation, the Contractor's Proposal shall be presented in the following order and include the information noted.

a. Title and Signatory Page

- 1) A title page is required and must be one page in length, must introduce the company and must be signed by the person authorized to sign on behalf of and to bind the company or individual ("the contractor") to the statements made in the submission that follows the title page. The contractor's full legal name, address and telephone number shall be included on the title page of their contractor.

b. Table of Contents

- 1) The submission requires a Table of Contents including section numbers, section headings and page numbers. Evaluation of the proposals is made easier when proponents respond in a similar manner.

c. Executive Summary

- 1) Proposals must include a short (1-2 pages) summary of the proposed approach to the project.

d. Company Background

- 1) Please list addresses, telephone numbers and areas of expertise.
- 2) Sub Contractors: list addresses, telephone numbers and areas of expertise of each.
- 3) Proposal should be all encompassing, with a single vendor identified as the "responsible lead vendor". Please indicate any needed subcontracted services required to meet the needs of the proposal.

e. Qualifications & Experience of Proposed Project Team

- 1) Prime(s): Provide a detailed resume of the proposed principal-in-charge, and the project manager(s). The Project Manager(s) shall be a full-time employee of the prime(s). Clearly identify experience. Please submit all principals to be involved in the project and their roles and responsibilities for the proposed project. The Proposer shall be a professional currently licensed to do business in the State of Florida.
- 2) Sub-Contractors: Provide a detailed resume of the proposed project manager, who shall be a full-time employee of each sub-contractor for this project. Clearly identify relevant experience. Briefly describe the project responsibility of each team member

- 3) Describe experience in providing the necessary services and project management of at least three (3) projects similar in size and scope to this project. Please provide references to this effect.
- 4) Describe experience and qualifications for providing full services that include, but are not limited to energy efficiency assessments and upgrades.

f. Project Description & Work Breakdown

- 1) Detailed scopes of work describing your approach to assess, implement, manage and coordinate this project. The description should include a task list for all phases of the project and a tentative schedule for each.
- 2) Contractors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed service. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.
- 3) Present your concept of the approach and organization required for this project. Indicate your understanding of the critical project elements, and what special approaches your team will feature to control these elements.

g. Proposed Schedule/Timeline for Completions

- 1) Proposal should include an estimated summary timeline for completion of each phase of the project. This should be as detailed as possible, since this will be part of the contractual agreement. **All work must be completed by March 1, 2012.**

h. Costs Breakdown

- 1) Cost portion of proposal should be broken down by location and units. A sample spreadsheet is show below. Multiple lines may be needed per location. Grand total for each location should be submitted on the Bid Form provided.
- 2) Summarize cost to indicate a lump sum price for all work described herein, inclusive of all deliverables and direct costs.

LOCATION/UNIT	PROPOSED EQUIPMENT BRAND AND MODEL	EQUIPMENT COST	REMOVAL & INSTALLATION LABOR COST	WARRANTY YEARS	SUBTOTAL
CITY HALL					
PUBLIC WORKS					
POLICE DEPARTMENT					
WWTP					
CARNEGIE LIBRARY					
AG MUSEUM					

i. References

- 1) Primes(s): Three business related references, giving name, company, address, telephone number and business relationship.

j. Appendices - Please submit all of the required documents with your proposal.

- 1) Certification Regarding Debarment
- 2) Buy American Certification
- 3) Proposers Certification
- 4) No Lobbying Affidavit
- 5) Drug Free Workplace Certification
- 6) Public Entity Crimes Statement

4.6 Evaluation Criteria

Proposals for HVAC Retrofit will be reviewed by designated staff. Proposals will be considered on an equal competitive basis. The following criteria will be used in the review process:

- | | |
|--|------------------|
| a. Staff Experience | 15 Points |
| Past, recently completed or on-going projects that will substantiate experience. | |
| b. Qualifications | 20 Points |
| Professional background and qualifications of team members and contractors comprising the team. | |
| Special resources the team offers that are relevant to the successful completion of the project. | |
| c. Fee | 20 Points |
| Ability to encompass all costs within current proposal. | |
| Cost Effectiveness | |
| Cost control procedures in assessment and installation. | |
| d. Project Approach | 20 Points |
| Understanding of the nature and extent of the services required. | |
| A specific outline of how the work will be performed. | |
| Awareness of potential problems and providing possible solutions. | |
| Phased timeline of the project | |
| e. Project Timeline | 20 Points |
| Ability to meet or exceed establish timeframes. | |
| f. Other Factors | 5 Points |
| Presentation, completeness, clarity, organization and responsiveness of proposal. | |
| Prior EECBG grant experience will also be considered. | |

4.7 Federal Law Provisions

The contractor must agree to abide by all Federal Provisions outlined in 10 CFR 600 and ARRA 111-5 upon execution of the contract. If contractor does not abide by all Federal and State provisions the City has the right to terminate the contract immediately.

4.8 Buy American Requirements

The contractor must agree to abide by all provisions of Section 1605 of the Recovery and Reinvestment Act that requires that all infrastructure projects involving construction, alteration, maintenance or repair of public buildings or public works must be accomplished using iron, steel and manufactured goods produced in the United States. The Buy American provision is only applied in a manner consistent with United States obligations under international agreements.

4.9 Davis Bacon Requirements

The contractor must agree to abide by all provisions of Section 1606 of the Recovery and Reinvestment Act that requires that all laborers and mechanics employed by Contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

5.0 GENERAL TERMS & CONDITIONS

5.1 Termination of the RFP

The City may terminate this RFP for any reason at any time without liability to any other contractor for the cost of preparing and submitting a proposal.

5.2 Contractual Obligations

The RFP neither expresses nor implies any obligation on the part of the City to enter into a contract with any Contractors submitting a proposal.

5.3 Indemnification of the City

Contractors agree to indemnify and hold harmless the City, its officers, director, volunteers, successors, and assigns from and against any and all direct loss, liability, claim, damages, or expenses (including legal fees on a complete indemnity basis), which may be brought against the City by any third party pertaining to the goods and services that are the subject of this RFP.

5.4 Sub-Contracting

It is understood and agreed that the contractor will be an independent contractor and that employees or agents of the contractor or sub-contractors identified in the submission will perform all services. Over the duration of the services Contractors shall not assign the performance of the services to other contractors, Contractors or agents not included in their submission as part of their proposed team, without the City's written consent.

5.5 Storage of Materials

The contractor must provide secure storage of all materials and assumes responsibility for all associated material.

5.6 Previous Communications between the City and Contractors

This RFP document contains the entire requirements relating to this Request for Proposal. Other information and/or documentation provided to the contractor or obtained by the contractor prior to the release of this RFP shall not have any force or effect.

5.7 Proprietary Information in Proposal

It is recognized that proposals submitted might contain unique concepts and ideas. If Contractors require that any concepts, ideas or materials arising from their proposals be considered proprietary, such material must be clearly marked and its proprietary nature specified at the time of submission, otherwise the City is not precluded from using these concepts, ideas or materials.

5.8 Governing Law

It is agreed and understood by both parties that the laws of Florida as applicable govern this RFP and any potential subsequent agreements.

5.9 Clarification of Intent

Without prejudice to the City's right to reject submissions of non-compliance, the City reserves the right to request clarification in writing where the Contractor's intent is unclear or to request amendment where, in the City's opinion, minor non-compliance is involved. In addition, the City may require additional information from Contractors, at its discretion.

5.10 No Payment

There will be no payment to Contractors for work related to and materials supplied in preparation and presentation of their responses to this RFP.

5.11 Amendments to Proposals

After the RFP closing date, amendments to the contractor's Proposal will not be accepted. However, during the evaluation representatives of the evaluation team may, at their discretion, submit questions or conduct interviews with Contractors to obtain clarification.

5.12 Response Team

The Contractor must certify that the Proposal is irrevocable by the Contractor and will remain in effect and open for acceptance for a period of two (2) months following the RFP closing date. The Contractor cannot change the pricing or the structure of the proposed terms and conditions during this period.

5.13 Publicity

The successful vendor agrees to participate in and support publicity of the project(s) to enhance public knowledge and awareness of energy conservation.

5.14 Irrevocable Offer

Any proposal may be withdrawn up until the date and time set for opening of the proposal. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to the City of Palmetto the goods and/or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City.

5.15 Public Records

The applicant understands that upon receipt of the proposal by the City, the proposal documents become a “public record”, as defined in Chapter 119, Florida Statutes, and those documents are subject to public disclosure in accordance with that Chapter.

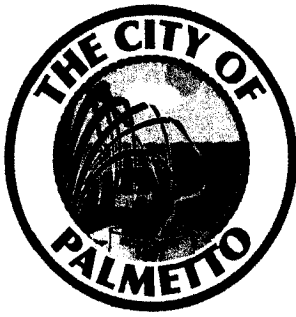
6.0 CONTRACTOR INSURANCE

6.1 Insurance Requirements

Prior to starting any work, the awarded Contractor shall provide a copy of a Certificate of Insurance with the City of Palmetto named as an Additional Insured to liability coverage on the certificate, for the duration of the contract.

All Contractors performing services for the City of Palmetto are required to provide notification of Certificate of Insurance cancellation 30-60 days prior to cancellation.

It is the responsibility of the contractor to insure that all sub Contractors comply with all insurance requirements.



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org

HVAC SYSTEM RETROFIT REGISTRATION FORM

Company _____ Date _____
Address _____ Phone (____) _____
City _____ State _____ Zip _____ Fax (____) _____
Federal Id # _____ **OR** Social Security # _____
Internet Address _____
Contact Person for Project _____
Email Address _____

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer so far as known, is now debarred or otherwise declared ineligible to bid on materials, supplies or services for the City of Palmetto.

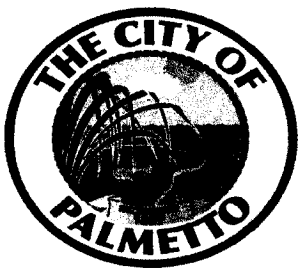
I understand that ultimately it is the responsibility of Bidder to ensure receipt of all addenda.

Name (print or type) _____ Title _____

Signature _____ Date _____

Pursuant to Section 119.071(5), Florida statutes, the City of Palmetto collects your social security number for the following purposes: classification of accounts, identification and verification, credit worthiness, billing and payments, data collection, reconciliation, tracking, benefit processing and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

If you intend to respond to this solicitation, this form should be emailed to nhaisley@palmettofl.org or faxed to 941/723-4576 by 5:00pm on Friday, November 4, 2011.



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org

HVAC SYSTEM RETROFIT PROPOSAL BID FORM

Location	Sub Total
City Hall	\$ _____
Public Works	\$ _____
Police Department	\$ _____
WWTP	\$ _____
Carnegie Library	\$ _____
Ag Museum	\$ _____
GRAND TOTAL	\$ _____

Bidder shall provide proof of warranties on all equipment purchased. The warranty will commence on the date of installation and final acceptance by the City.

Commercial Diagnostic Rates

Hourly labor charge for non-warranty repairs during normal business hours: \$ _____

Trip Charge \$ _____

Installation Completion Date: March 1, 2012

Company: _____ Federal ID #: _____

Authorized by: _____
Signature & Title Print Name

Address: _____
Street City, State Zip Code

Telephone: _____ Fax: _____

E-Mail: _____

CITY OF PALMETTO HVAC SYSTEM MAINTENANCE SCOPE OF WORK

In order to maintain our equipment and prevent future problems and unwanted expenses, we may schedule semiannual maintenance of our systems. These services will be considered separate from this RFP.

A typical maintenance check-up should include the following.

Check thermostat settings to ensure the cooling and heating system remains comfortable during business hours and saves energy while when we are closed.

Tighten all electrical connections and measure voltage and current on motors. Faulty electrical connections can cause unsafe operation of our systems and reduce the life of major components.

Lubricate all moving parts. Parts that lack lubrication cause friction in motors and increase the amount of electricity we use.

Check and inspect the condensate drain in air conditioner/or heat pump (when in cooling mode). A plugged drain can cause water damage and affect indoor humidity levels.

Check controls of the system to ensure proper and safe operation. Check the starting cycle of the equipment to assure the system starts, operates, and shuts off properly.

Cooling Specific

Clean evaporator and condenser air conditioning coils. Dirty coils reduce the system's ability to cool our buildings and cause the system to run longer, increasing energy costs and reducing the life of the equipment.

Check our central air conditioners refrigerant level and adjust if necessary. Too much or too little refrigerant will make our system less efficient increasing energy costs and reducing the life of the equipment.

Clean and adjust blower components to provide proper system airflow for greater comfort levels. Airflow problems can reduce our system's efficiency by up to 15 percent.

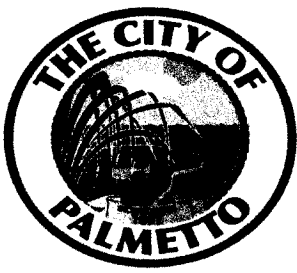
Heating Specific

Where applicable, check all gas (or oil) connections, gas pressure, burner combustion and heat exchanger. Improperly operating gas (or oil) connections are a fire hazard and can contribute to health problems. A dirty burner or cracked heat exchanger causes improper burner operation. Either can cause the equipment to operate less safely and efficiently.

Actions

Inspect, clean, or change air filters in air conditioner/ heat pump. A dirty filter can increase energy costs and damage our equipment, leading to early failure.

END OF PAGE



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PO Box 1209
Palmetto, Florida 34221
Phone (941) 723-4570
Fax (941) 723-4576
Web: www.palmettofl.org

HVAC SYSTEM MAINTENANCE QUOTE FORM

Location	Semi Annual Fee
City Hall	\$ _____
Public Works	\$ _____
Police Department	\$ _____
WWTP	\$ _____
Carnegie Library	\$ _____
Ag Museum	\$ _____
GRAND TOTAL	\$ _____

Service Call Rates

Diagnostic Fee during normal business hours: \$ _____

Hourly labor charge for non-warranty repairs during normal business hours: \$ _____

Trip Charge \$ _____

Company: _____ Federal ID #: _____

Contact Name: _____ Phone: _____

E-Mail: _____

HVAC SYSTEM RETROFIT REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: _____

Client: _____ Service dates: From: _____ To: _____

Contact person: _____ Title: _____

Contact telephone number: _____

Address: _____

Name of Project: _____

Project Location: _____

Description of Project and Models installed: _____

Budget and Timeline of Project: _____	Budget	Start Date	End Date
---------------------------------------	--------	------------	----------

Please complete one (1) form for each Reference.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- (c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any sub-contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

BUY AMERICAN CERTIFICATION

Section 1605 of the American Recovery and Reinvestment Act states that:

“None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.”

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the (Name of Construction Contract) to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

Name of Bidder

Date

Signature of Authorized Official

PROPOSERS CERTIFICATION

STATE OF _____

COUNTY OF _____

I, _____, of _____ (name of company),
proposing to furnish the following described materials, equipment, and/or services to the City of Palmetto
(the "CITY") _____

in response to **RFP HVAC SYSTEM RETROFIT:**

HEREBY CERTIFIES THAT:

1. Bidder/Proposer has thoroughly inspected the specifications or request for bid and understands the terms and conditions thereof and they are incorporated by reference in the bid or bid for said goods or services, and have verified measurements, if applicable.
2. The bid is firm and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the bid, or as negotiated between the Bidder/Proposer and the CITY.
3. The bid is made by a person authorized to bind the Bidder/Proposer.
4. The bid is made without unlawful collusion between another Bidder/Proposer or potential Bidder/Proposer, or with any officer or employee of the CITY.
5. The bid is in full compliance with the Copeland Anti-kickback statute.
6. The bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011,
by _____, as _____ (title) of _____
_____ (name of company), on behalf of _____ (type of entity).

☐ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF _____

My Commission Expires: _____

Commission No. _____

**HVAC SYSTEM RETROFIT
NO LOBBYING AFFIDAVIT**

STATE OF _____

COUNTY OF _____

This, _____, of _____, 2011 _____
being first duly sworn, deposes and says that he or she is the authorized representative of

(Name of the authorized Bidder, firm or individual), maker of the attached request for bid released by the
City of Palmetto, and that the proposer and any of its agents agrees to abide by the City of Palmetto's no
lobbying restrictions in regards to this solicitation.

Affiant

The foregoing instrument was acknowledged before me this _____ day of _____, 2011,
by _____ (name of person, officer, or agent, title of officer
or agent), of _____ (name of corporation or
partnership, a _____ (state of incorporation or partnership, if applicable).

☐ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who

acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF _____

My Commission Expires: _____

Commission No. _____

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

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

1. This sworn statement is submitted to the City of Palmetto (the "CITY") 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 has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) 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 arms length agreement, shall be a prima facie case that one (2) 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 thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to propose on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 its 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 (1) 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 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 OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

Date: _____

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of _____, on behalf of _____.

☐ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF _____

My Commission Expires: _____

Commission No. _____

DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

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

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

(Print individuals name and title)

For: _____

(Print name of entity submitting sworn statement)

Whose business is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: _____).

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and
 - II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal,, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

(Signature)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of _____, on behalf of _____.
☐ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

Signature

Print Name

NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: _____
Commission No. _____

**CITY OF PALMETTO
REQUEST FOR PROPOSAL
HVAC SYSTEM RETROFIT
ADDEMDUM ACKNOWLEDGEMENT**

IMPORTANT: **This form must be returned with the response.**
(Only applicable if Addendum is issued)

The undersigned acknowledges receipt of the following addendum to the above entitled RFP.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Failure to submit acknowledgement of any addendum issued may be cause for rejection of your bid.

Company Name (please print)

Authorized Signature

**CITY OF PALMETTO
REQUEST FOR PROPOSAL
HVAC SYSTEM RETROFIT**

CHECKLIST

Company Name: _____

This check list is provided to assist Contractors in the preparation of their response. Included in this checklist are important requirements that are the responsibility of each Contractor to submit with their response in order to make their proposal fully compliant. This check list is only a guideline; it is the responsibility of each Contractor to read and comply with the Request for Proposal in its entirety.

_____ Package has been addressed to:

City of Palmetto
Attn: Nixa Haisley
516 8th Avenue W
Palmetto, FL 34221

_____ Package is sealed and identified with:

Bid Title "RFP HVAC RETROFIT"
Due Date and Time – November 28, 2011 2:00pm

One (1) Original, five (5) copies, of each, is included as required for the following:

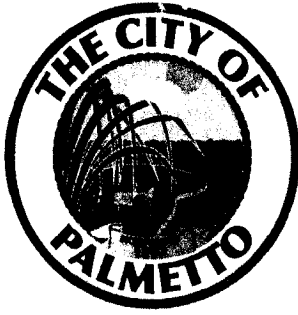
- _____ Proposal Bid Form
- _____ Maintenance Quote Form
- _____ References (3)
- _____ Certification Regarding Debarment
- _____ Buy American Certification
- _____ Proposer's Certification Form
- _____ No Lobby Affidavit Form
- _____ Public Entity Crimes Form
- _____ Drug Free Workplace Certification Form
- _____ Addendum Acknowledgment (if applicable)
- _____ Checklist Form Signed & Sealed

This RFP is submitted and signed by the individual duly authorized to enter into agreement. I certify that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I have read and agree to abide by all requirements, specifications, terms and conditions of this RFP.

Witnesses:

Print Name

Signature



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org
E-mail: nhaisley@palmettofl.org

Date: November 4, 2011

Re: HVAC System Retrofit – EECBG Project
RFP Closing Monday, November 28, 2011 at 2:00pm EST

ADDENDUM #1

To All Plan Holders:

Bidders are hereby notified that this addendum shall be made a part of the above-named solicitation and agreement documents. The item(s) listed below are issued to add to, modify, and clarify the solicitation and agreement documents. The item(s) shall have the same force and effect as the original solicitation and agreement documents. Bids to be submitted shall conform to the addition and revision listed herein.

UPDATES

Deadlines:

The deadline for submitting questions has been extended to **5:00pm on Tuesday, November 15th**. The goal is to have a final addendum out on November 18, 2011 which should allow sufficient time for the current RFP closing date.

All site visits should be completed next week. We are closed next Friday in observance of Veteran's Day; all Contractors still intending to schedule an appointment should do so early next week.

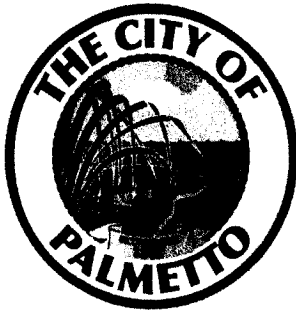
Clarification:

The selected HVAC vendor will **not require the Davis Bacon** wage decision to apply to their contract.

Information Only:

Addendum #2 will be sent out next week; it will include questions and responses from Wednesday's meeting/site visit and the emails received this week.

END OF DOCUMENT



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org
E-mail: nhaisley@palmettofl.org

Date: November 9, 2011

Re: HVAC System Retrofit – EECBG Project
RFP Closing Monday, November 28, 2011 at 2:00pm EST

ADDENDUM #2

To All Plan Holders and Meeting Attendees:

Bidders are hereby notified that this addendum shall be made a part of the above-named solicitation and agreement documents. The item(s) listed below are issued to add to, modify, and clarify the solicitation and agreement documents. The item(s) shall have the same force and effect as the original solicitation and agreement documents. Bids to be submitted shall conform to the addition and revision listed herein.

SUMMARY OF PRE-PROPOSAL MEETING

The pre-proposal meeting for the Citywide HVAC system retrofit was held today in City Hall Commission Chambers. The meeting began at approximately 9:04am. The following is a summary of the meeting including questions and answers.

Introduction presented by Nixa Haisley, City of Palmetto Purchasing Agent. City of Palmetto personnel present: Jim Freeman, City Clerk; Geoff Seger, Deputy Director of Parks & Public Buildings; Donna Gross, Purchasing Clerk and Ray D'Aiuto, Project Manager for Veolia Water.

Jim Freeman provided a brief project description as follows:

This project is the result of an energy grant (EECBG) we received. We are looking to retrofit/replace a/c units throughout the City. We are pleased to have different companies represented at the meeting; this will allow us to get different perspectives on several options we can explore for this project. Our goal is to see some long term energy savings.

The HVAC systems are located at five different locations, within six different buildings. The RFP packaged contained a spreadsheet with information related to some of the units in the buildings. When we moved to the site visit of each location, we asked that each Contractor review the information for accuracy and we also informed Contractors of the units that did not need to be included in the project (due to recent replacement).

In order to provide an accurate assessment in their proposals, all Contractors were highly encouraged to take the site visit after the meeting or schedule an appointment to do this by November 10, 2011.

This is an Energy Efficiency and Conservation Block Grant (EECBG) project. Information relating to this program can be obtained at <http://www.freshfromflorida.com/offices/energy/arra.html>. The grant is funded by the American Recovery and Reinvestment Act (Recovery Act) of 2009; it is administered through the State of Florida and the Department of Energy. Since the meeting, clarification was made that the Davis Bacon Act requirements *will not apply* to this project; however, the Buy American Provision will. We have listed four brands in the RFP that meet the Buy American requirements. Additional guidance documents for this portion of the program can be obtained at http://www1.eere.energy.gov/recovery/buy_american_provision.html.

With respect to the timeline, emphasis was placed on the project completion date of March 1, 2012; all products should be installed and invoiced by this date.

It was explained that the reason for not including specific product requirements in the RFP is that we are looking for the Contractors to provide a professional assessment as to their recommendations for retrofitting and/or replacing systems; an example of this could be one Contractor recommending that one new system replace multiple old ones, while the other Contractor might recommend replacing all units. Again, the ultimate goal of the project is overall energy efficiency. The topic of duct work was mentioned briefly; this is not a requirement of the project, however, we would look favorably upon being provided an assessment and optional cost proposal for duct work within this project.

The budget for this project is approximately \$130,000.00; this being the case, we ask that Contractor proposals contain a "priority list" for each location, making recommendation as to which units need to be addressed first.

MEETING QUESTIONS & ANSWERS

Air & Energy – Brooks Griffin

Based on some of the serial numbers, we noticed that some of the equipment is fairly new. Do you want this equipment back for resale purposes or for use someplace else or can we donate to Habitat for Humanity? If the equipment can be retrofitted and used elsewhere within the City, we would consider this option. If you can use the equipment for other purposes, perhaps you could give us a credit to offset some of the project costs. Our CRA does some work with Habitat for Humanity so we will also look at that as an option.

You state your minimum requirement as 17 SEER; will you go lower than that? We are looking for high efficiency rated units. Our goal is to get the most we can for the funds we have available. We are open to suggestions.

SEER 17 is a good ser rating; 2 speed compressors could really cut down on your energy costs. 100% capacity or 70% capacity is where your energy savings would come, so I'm assuming you're interested in 2 speed equipment for energy savings? I would think so; again, the main purpose for this grant is energy efficiency and reduction of energy use. We are looking for those items that are going to give us this, stay within budget and realize the greatest energy savings over the long haul.

With the higher energy efficient 17 SEER equipment, a lot of the duct work will have to be addressed on those high end units – variable speed air handlers. Any contractor looking at going with the high end stuff being installed needs to check ducts on every one of these systems. There's a chance in certain locations a brand name won't fit (physical size) so is it ok to go with Trane and not one brand for the whole project? Yes, we would certainly be open to considering this.

We will need more than 2 days to submit questions; including duct work, we'll need at least a week. We have extended the deadline for submitting questions to 5:00pm on Tuesday, November 15, 2011.

Who do we contact to get access to different locations? Email Nixa – nhaisley@palmettofl.org and an appointment with Geoff Seger will be set up for you.

West Coast A/C – Mike

The RFP states that the bid is binding for 60 days; as far as the start day goes, does this mean if you delayed and we can't start the project until January, will we be forced to complete everything in by the March deadline? Our goal is solely to ensure that you honor your proposal until an official award is made. Our full intention is to have this project awarded in December.

Are you guys going by a 10% sealage? Being as familiar with your duct work as I am, I know you have some internal issues with the duct work. I was just wondering if that is going to be an option; we started running the numbers and we are way beyond your budget. The duct work should be listed as an option on the proposal. We want to see these costs separated and we will decide as part of the evaluation and contract.

Also, as far as the commercial units go, I don't believe the commercial units come in a 17 SEER. Would you be okay with us proposing a lower or best we can get SEER as far as commercial units go? **We are obtaining information on this question.**

Advanced Air Conditioning – Lee Piper

Commercial equipment is measured in EER, as opposed to SEER - 3 phase equipment; so it will be difficult since there's no correlation between them. We'll have to do the best we can to get that to you. Would you entertain ductless systems? The efficiency is in the 20 range as opposed to conventional. It's tried and proven; we've done a lot of commercial applications and had real good success. You have individual room control as opposed to heating/cooling the entire building; the efficiency is much higher and you don't have any duct loss at all. I think McQuail is considered American made, that's the major concern I would have about it, but at least consider that because the efficiency is much higher. At this point, we do not have enough information on this option to consider it as an option.

AMSCO – Mark

Who will be pulling in house permits? Please refer to the Project Details section of the RFP, Item 3.4 which in part states "Where required by code, permit(s) and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Palmetto will have fees waived for all municipal buildings."

Jim Freeman reviewed the timeline for the project as follows: the proposal due date remains 2:00pm, Monday, November 28, 2011. The Evaluation Committee will take approximately 7-10 days for evaluation and will make its recommendation to Commission by December 12, 2011 in order to meet the March 1, 2012 deadline.

There being no further questions, the meeting was adjourned at 9:34 am.

EMAIL QUESTIONS & ANSWERS

Would you like our professional opinion with regard to the current equipment at the requested six locations? Yes; your assessment will be part of our evaluation

We have encountered equipment that we think may not be in immediate need of replacement. Would you still like estimates on replacing these systems? Yes, but please note your recommendation NOT to replace the particular system. If your replacement list can be prioritized in order of importance, which would assist us in the decision process (should we need to eliminate some systems from the list).

Will York be an acceptable manufacture? Yes.

Will blueprints be available for proper detailed assessment? **We are obtaining information on this question.**

Will bidders be able to attend bid opening? Yes; the opening will be a public meeting.

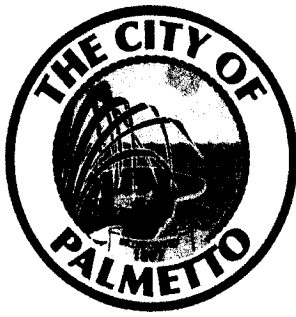
Will there be a contact list for access to each site? Yes; once the project is awarded, there will be a contact and/or Project Manager named.

ATTACHMENTS

Department of Energy Memorandum: Waiver

Revised Equipment List

END OF DOCUMENT



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org
E-mail: nhaisley@palmettofl.org

Date: November 22, 2011

Re: HVAC System Retrofit – EECBG Project
RFP Closing Monday, November 28, 2011 at 2:00pm EST

ADDENDUM #3

To All Plan Holders and Meeting Attendees:

Bidders are hereby notified that this addendum shall be made a part of the above-named solicitation and agreement documents. The item(s) listed below are issued to add to, modify, and clarify the solicitation and agreement documents. The item(s) shall have the same force and effect as the original solicitation and agreement documents. Bids to be submitted shall conform to the addition and revision listed herein.

QUESTIONS & ANSWERS

West Coast A/C – Mike

In section 3.1: You discuss testing services. Are you requiring “Test and Balance” specifically? If so, and although we have personnel who could do this testing, we recommend an independent contractor perform this service to avoid any conflict of interest. Is the charge for the “Test and Balance” to be included in my proposal?

Section 3.1 states “The City is looking for a Contractor that can provide all the necessary equipment, labor, implementation and testing services for this project.” The contractor can do this or outsource it to someone else. Either way, it should be included in the total price.

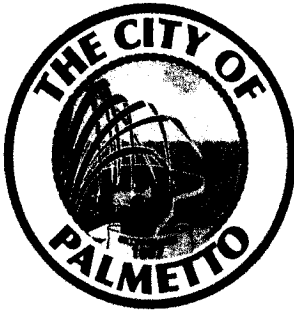
In section 3.2: “Any needed repairs identified during the install process”. Will these repairs be the responsibility of the a/c contractor? Will the city contract out with another contractor? Will these repairs be made in a timely manner so as not to cause scheduling conflicts? As an example: We pull an existing air handler and find heavy contamination of the air handler closet. Is it our responsibility to affect repairs?

Any unforeseen repairs that are identified during the installation process should be brought to the attention of the City. The City will determine if the repairs can be done by in house staff, by a third party or by the A/C vendor that is awarded the bid. All repairs will be made in a timely manner to avoid potential delays.

In section 3.7: Will we be provided with a schedule of each building so we may arrange our schedule around that particular building; i.e.: scheduled tours of museum, etc.?

The City does not have a specific schedule with regards to installation of the units. Once the contract is awarded, the City will meet with the Contractor to determine the best schedule based on equipment availability, contractor resources, and ongoing events and work hours at the City buildings. It is critical that the deadline for the installation be met, so we will need flexibility from all parties to ensure we meet our timeline goal.

END OF DOCUMENT



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org
E-mail: nhaisley@palmettofl.org

Date: November 23, 2011

Re: HVAC System Retrofit – EECBG Project
RFP Closing Monday, November 28, 2011 at 2:00pm EST

ADDENDUM #4

To All Plan Holders and Meeting Attendees:

Bidders are hereby notified that this addendum shall be made a part of the above-named solicitation and agreement documents. The item(s) listed below are issued to add to, modify, and clarify the solicitation and agreement documents. The item(s) shall have the same force and effect as the original solicitation and agreement documents. Bids to be submitted shall conform to the addition and revision listed herein.

INFORMATION REQUEST

Advanced Air Conditioning – Lee Piper

Public Records request for one year of FPL utility billing history.

Five pages attached as requested; Wastewater Treatment Plant was not available.

END OF DOCUMENT



CITY OF PALMETTO

PROPOSAL

HVAC SYSTEM RETROFIT

RESPECTFULLY SUBMITTED BY:

AIR & ENERGY

NOVEMBER 28, 2011, 2:00 pm EST



AIR & ENERGY
Air • Plumbing • Electrical

November 28, 2011

The City of Palmetto
516 8th Avenue West
P.O. Box 1209
Palmetto, Florida 34221

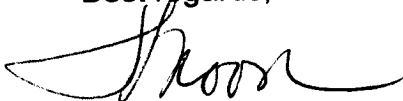
RE: The City of Palmetto HVAC Retrofit

Thank you for giving us the opportunity to provide you with a proposal for your HVAC system retrofit. It has been a pleasure getting to know you and your facilities over the last few weeks! I know that Brooks, Mike, and Kim (Sales/Comfort Specialists) have spent numerous hours onsite at your different locations gathering all the necessary information to make this proposal as thorough as possible. I have absolute confidence in their ability to give you the best possible solutions for your retrofit project.

Needless to say, I am very proud of our company. Air & Energy is family-owned and operated for over 30 years and we are extremely active in our community. We currently have over 12,000 customers with 3,000 customers taking advantage of our VIP Program! We have been a Trane Comfort Specialist since 1999. This allows us to give you the best prices possible for the most reliable equipment on the market. We have been recognized as one of Trane's top dealers for our excellent service and customer satisfaction.

I hope you will find that we are more than capable of providing you with the best possible service and continued support. Again - thank you. We appreciate your consideration and we would appreciate the opportunity to earn your business!

Best regards,



Trudy Moon
President



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EXECUTIVE SUMMARY

Air & Energy is pleased to provide The City of Palmetto with this proposal for the HVAC system retrofit. Air & Energy is a fully-licensed, full-service air conditioning, plumbing and electrical company – we install new equipment, perform equipment maintenance, and offer service on equipment. We are a certified Trane Comfort Specialist and have been in business for over 30 years. We are well-respected within the air conditioning community and extremely knowledgeable in all areas of equipment installation and service.

Our proposal is divided into sections/tabs as requested in the RFP. If selected as the approved contractor, Air & Energy will install the new air conditioning units in the priority that The City of Palmetto determines the most appropriate, based on the given budget. Per The City of Palmetto's direction, the installation is to be completed no later than March 1, 2012. Air & Energy is able to provide a turn-key solution and can meet this deadline without issue. Installation will be completed building-by-building, or zone-by-zone so as to reduce interference with City employees.

All proposed equipment will meet or exceed the 17 SEER requirement in order to promote energy efficiency as outlined in the RFP, with only the 7.5 ton units at City Hall and the Police Department as exception. As commercial-grade equipment is rated in EER (Energy Efficiency Ratio), it is not possible to achieve 17 SEER. Air & Energy has proposed the highest-available EER-rated equipment offered on commercial-grade systems.

Air & Energy will perform all installations according to local building code requirements. All necessary permits will be obtained by Air & Energy with associated fees being waived per the RFP. For the City Hall building, Air & Energy proposes to install units for the Hallway/Entryway area, Commission Chamber, Mayor's Office, Human Resource Office, and Main Office. For the Waste Water Treatment Plant, Air & Energy proposes to install a 3 ton system, based on the square footage of approximately 1,500 square feet (system is currently oversized at 5 tons). For the Carnegie Library, we propose four (4) new systems. For the Public Works building, Air & Energy proposes to install a new system for the Second Floor, and new systems for the Conference Room, the Administrative Office and the Solid Waste/File Room. For the Agricultural Museum, we propose a new system for the Barn Area (upgrading to 3 ton due to heat load in barn and to meet 17 SEER requirement), and two new systems for the Office Areas. For the Police Department, Air & Energy noted that the oldest system is a 2006 and may not need replaced. We have provided pricing in the event that The City chooses to replace any of these systems.

Please let us know if further clarification is needed on any item outlined in our proposal. We would appreciate the opportunity to earn your business and look forward to hearing from you.



COMPANY BACKGROUND

Air & Energy is a fully-licensed, full-service air conditioning, plumbing, and electrical company - we install new equipment, perform equipment maintenance, and offer service on equipment. We have been a certified Trane Comfort Specialist for 12 years. We have been recognized as one of Trane's top dealers for our excellent service and customer satisfaction.

Air & Energy will be the "responsible lead vendor" on The City of Palmetto HVAC System Retrofit. If required to use a sub-contractor for testing and balancing of HVAC systems, said sub-contractor will be fully licensed and all paperwork will be forwarded to the designated representative of The City of Palmetto (this is discussed further in the *Project Description/Work Breakdown* section of this proposal).

Air & Energy is a family-owned and operated business that was incorporated in 1981. The company maintains current State of Florida contractor's licenses in all departments for our business - air conditioning, plumbing and electrical. We currently have over 12,000 customers throughout Manatee and north Sarasota Counties, and we provide VIP maintenance services for 3,000 of those customers.

We employ 32 long-term employees - many of whom have been with our company for over 15 years. We offer our employees all-inclusive medical and dental benefits and we offer a 401K retirement match. Our company is in a healthy financial position and we have continued to grow, even during the recession. Air & Energy is a committed drug-free workplace.

Air & Energy and its owners are an active member of our community. We have a strong belief that we should give back to the community that supports us. Air & Energy is a current and active member of the Manatee County Chamber of Commerce, Manatee County Young Professionals, Anna Maria Island Chamber of Commerce, and the Manatee County Better Business Council. Air & Energy was one of the founding members of the Manatee Chamber of Commerce Green Business Certification Program, and our company is committed to providing environmentally-responsible energy solutions to our customers. The owners of the company, Trudy, Stewart Sr., and Stewart Moon, Jr. are active members on numerous boards throughout the county, such as Manatee Chamber of Commerce, Manatee Community Foundation, St. Stephens Episcopal School, and Manatee Young Professionals. In addition, Air & Energy is an active and continued supporter of the Manatee Women's Resource Center, GT Bray Athletics, Foundation for Dreams, South Florida Museum, Humane Society, Manatee Community Foundation, Pace for Girls, Anna Maria Community Center and many more.

Our company has been awarded Manatee Chamber of Commerce Small Business of the Year, and we have been recognized as Reader's Choice winner for 10



years in the Bradenton Herald and the Anna Maria Sun newspapers, both most recently in 2011. Stewart Moon, Sr. was awarded Rotary Businessman of the Year, and Trudy Moon was awarded the Spirit of Manatee Volunteer Award. In addition, Trudy Moon has been awarded the Anna Maria Community Center Lifetime Achievement Award. Our dedication to the community is steadfast.

Our large customer base is overwhelmingly happy with the level of personalized service that we believe in providing each and every customer. We continually receive numerous referrals from satisfied customers. Every one of our employees believes in providing the best service possible, on every job.

We believe that Air & Energy would be a great choice for The City of Palmetto on the HVAC System Retrofit. Our company is fully capable of providing installation, continued service and maintenance as outlined in our proposal. We would welcome the opportunity to show you what we can do. Please consider Air & Energy for your project!

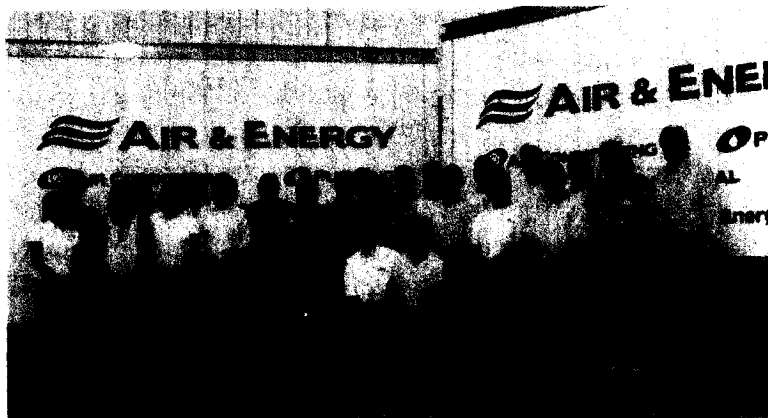
If you have any questions or need further clarification, please do not hesitate to contact us. We look forward to working with you!

Brooks Griffin, Sales Manager
bgriffin@airandenergy.biz

Kim Sevin, Sales/Installation Administrator
ksevin@airandenergy.biz

Megan Lott, Maintenance Administrator
mlott@airandenergy.biz

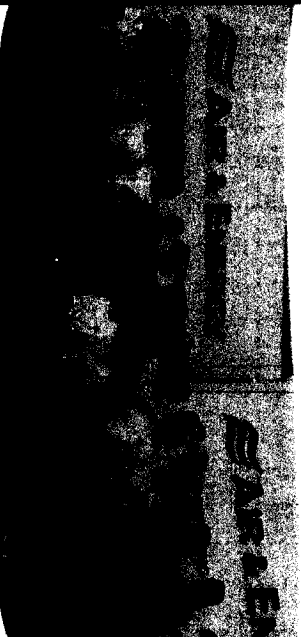
Air & Energy
3018 Avenue C
Holmes Beach, FL 34217
Phone: (941) 778-0773 Fax: (941) 778-2835



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 10 Years AMI Sun Reader's Choice
 Stewart Moon - Rotary Businessman of the Year
 Manatee Small Business of the Year
 Trudy Moon - Spirit of Manatee Volunteer Award
 Keep Manatee Beautiful Award
 Community Center Lifetime Achievement Award
 Manatee Chamber Green Business
 12 Years Trane Comfort Specialist
 Drug Free Work Place



Proud Member
 Manatee
 Chamber of Commerce

MANATEE
 CHAMBER OF COMMERCE
 B I B I C
 PROUD MEMBER

Green Business



We support tne community

that supports us!

Leadership Manatee	Foundation for Dreams
Manatee Young Professionals	South Florida Museum
Women's Resource Center	Our Daily Bread
Manatee Community Foundation	Wildlife, Inc.
Service Club of Manatee County	Pace Center for Girls
Island Players	Sandbar's Christmas for Kids
Island Chorus & Orchestra	Manatee Chamber of Commerce
Royal Rescue	Humane Society
AMI Chamber of Commerce	St. Stephens School
American Cancer Society	O'Connor Bowling Challenge
GT Bray Athletics	AMI Community Center
Meals on Wheels	And Many More!

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941 778 0773

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We Do It All!



Air Conditioning
Plumbing
Electrical



Air Conditioning

Air Filtration

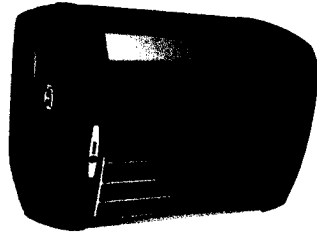
Duct Cleaning

Dehumidistats

High Performance Filters

Pool Heaters

Safety Shutoff Switches



Plumbing

Water Filtration Systems

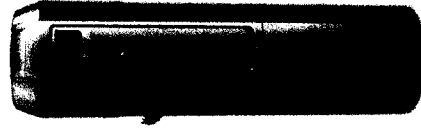
Water Heaters

Toilets

Low Flow Fixtures

Video Inspection and Locating

Faucets



Electrical

Surge Protection

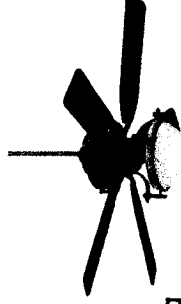
Ceiling Fans

Dock Wiring & Lighting

Exterior Lighting and Wiring

Light Fixtures

Panel Upgrades



Trane Comfort LiNK

Remotely monitor and control:

Thermostats

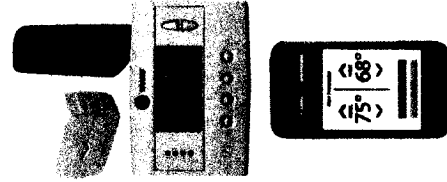
Door Locks

Lights

Appliances

View Live Video

All from your iPhone, iPad, Android, BlackBerry, etc.



VIP Maintenance Program

When simplicity meets value.

Twice a Year Professional Cleaning of A/C System

10% Discount on All Service Calls

No Overtime Charges

Priority Dispatching

Highly Skilled Technicians, Not Salespeople.



Your comfort is closer than you think.



QUALIFICATIONS & EXPERIENCE OF PROPOSED PROJECT TEAM



Brooks Griffin

Sales Manager, Principal-in-Charge

Brooks has been in the air conditioning business for over 30 years and has been with Air & Energy for the past 18 years. Over the course of his career, he has worked as an installer, a service technician/manager, and in sales. He is the current Sales Manager at Air & Energy, overseeing the coordination of the sales department. He is a Certified Trane Comfort Specialist, with extensive knowledge in air conditioning operation and air flow. Brooks is the principle point of contact with questions for the City of Palmetto HVAC Retrofit project.



Mike O'Connor

Assistant Principal-in-Charge

Mike is a Sales Estimator/Certified Trane Comfort Specialist with over 5 years experience in the air conditioning business. He has prior experience in the construction industry as a project manager and lead carpenter. He is technically knowledgeable in all areas of installation. Mike will assist Brooks in overseeing the installation for the City of Palmetto HVAC Retrofit Project.



Terry Wagner

Installation Manager, Project Manager

Terry is the Installation Manager and coordinator for Air & Energy's installation department. He has been in the air conditioning business for over 25 years. He has far-reaching knowledge in air-flow and duct design layout and holds the Florida Power & Light duct leak repair certification. Terry will be the project manager for the entire City of Palmetto installation, overseeing work done on a daily basis.



Matthew Lindsay

Lead Installer

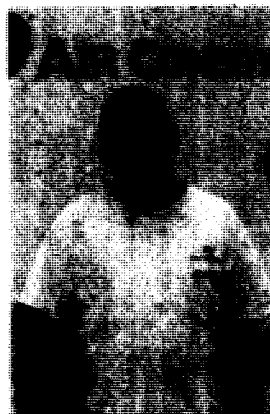
Matthew is a lead air conditioning installer, with 28 years experience in the air conditioning business. He has been with Air & Energy for 18 years. He maintains a current EPA license and regularly attends Trane training seminars for additional installation knowledge. Matthew is a United States Navy veteran who has installed thousands of air conditioning systems over the years. His experience is extensive in both commercial and residential installations.



Tom Wade

Lead Installer

Tom is a lead air conditioning installer, with 30 years experience in the air conditioning business. He has been with Air & Energy for 10 years. He maintains a current EPA license and regularly attends Trane training seminars for additional installation knowledge. Tom has installed thousands of air conditioning systems over the years, and was the lead installer on the Ss. Peter & Paul Catholic Church job, which included the installation of a 30 ton commercial-grade air conditioning system.



David Carter

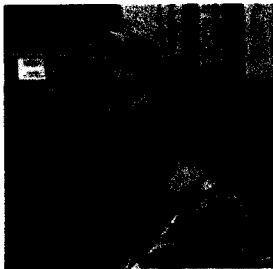
Lead Installer

David is a lead air conditioning installer, with 14 years experience in the air conditioning business. He has been with Air & Energy for 6 years and has installed thousands of residential air conditioning systems since his hire. Dave maintains a current EPA license and regularly attends Trane training seminars for additional installation knowledge.



Luis Munoz
Lead Installer

Luis is a lead air conditioning installer, with 12 years experience in the air conditioning business. He has been a lead installer with Air & Energy for 2 years. He maintains a current EPA license and regularly attends Trane training seminars for additional installation knowledge. Luis is a United States Marine Corp veteran and has installed hundreds of air conditioning systems for Air & Energy as a lead installer.



Kim Sevin
Sales/Installation Administrator



Megan Lott
Maintenance Administrator



Trudy Moon
Stewart Moon, Sr.
Stewart Moon, Jr.
Owners



PROJECT DESCRIPTION & WORK BREAKDOWN

- Air & Energy will perform all equipment installations in accordance with City of Palmetto building codes.
- Air & Energy will have at least one lead installer on site during scheduled days of installation starting at 8:00 am until the end of the workday.
- The Project Manager will perform daily site visits.
- The Principal-in-Charge or the Assistant Principal-in-Charge will perform daily site visits.
- All scrap and rubbish will be removed on a daily basis.
- Air & Energy will remove all old equipment, put down drop cloths, keep all work areas neat and tidy.
- Installers will install new copper lines and line covers where proposed and approved.
- Air & Energy will install hurricane pads, hurricane tie-downs, properly-sized breakers, auxiliary drain pans and safety float switches on all new systems where required.
- Air & Energy will flush all drain-lines.
- Air & Energy will start and test all systems once installed to insure proper working order.
- Any old systems that are removed and deemed to be in good working order will be given back to The City for donation or for future use.
- Due to the scope of the work requested, unforeseen issues may arise at the time of installation that are not accounted for in our proposal. If this happens, Air & Energy will address the issues with The City of Palmetto to determine how to proceed.

Air & Energy has not identified any limitations or exceptions to the requirements inherent in the proposed service. Air & Energy is able to meet all requirements.

Test and balancing of air conditioning systems is not normally performed on standard equipment replacements. However, if required, test and balancing can be performed once The City of Palmetto has determined which systems will be replaced. Pricing for test and balancing of systems can only be provided once the number of units to be replaced is determined.

Note: Only grilles that have dampers can be adjusted for proper balancing of system air flow. It is doubtful that any existing grilles in any of the proposal locations currently have dampered grilles installed.

We have listed here, in order of recommended priority each building and system as proposed:

City Hall

1. Hallway / Entryway system - replace full system with all necessary materials to include new thermostat lockbox, fire stat, and condensate pump.



2. Commission Chamber - replace full system with all necessary materials to include new copper lines, fire stat, air handler stand, auxiliary pan.
3. Mayor's Office - replace full system with all necessary materials to include line set cover, fire stat, new return in Mayor's Office to alleviate humidity issue.
4. HR Office - This system is a 2008 and may not need replaced, however if replacement is chosen, Air & Energy recommends The City save this unit for donation or future use. If not replaced, Air & Energy recommends full cleaning of system / maintenance program. If full system is replaced, all necessary materials to include new liquid copper line (note: the existing liquid copper line is partially oversized), fire stat, and auxiliary pan. Additional return may be required to alleviate clogged filter.
5. Main Office package unit (on roof) - System is a 2005 / 2006. Air & Energy recommends **not** replacing this unit due to the age. However, if replacement is chosen, Air & Energy will replace unit with all necessary materials to include manual fresh air damper, fire stat, and crane fee.

Waste Water Treatment Plant

1. Air & Energy recommends replacement of full system and duct work. Pricing is provided with and without new duct work in *Costs Breakdown* section of this proposal. Air & Energy recommends removing the 5 ton system and replacing with a 3 ton system due to square footage of the building. Air & Energy will remove the old air handler that was left in the attic during the last installation. Air & Energy will replace the unit with all necessary materials to include fire stat, and re-routing the drain line through the block wall to outside as per code. Note the high-voltage electrical wiring in the attic is not currently encased in conduit (as per code). Air & Energy will re-work the electrical wiring to bring up to current code.

Carnegie Library

1. Air & Energy recommends replacement of all four (4) systems with all necessary materials to include new copper lines (note: existing line sets are not correct for R-410 refrigerant and must be replaced to achieve full btuh output and to maintain high SEER ratings), one new line cover, and fire stats. The City of Palmetto will remove and re-install ceilings during air handler installation to maintain historical integrity.

Public Works

1. 2nd Floor System - replace full system with all necessary materials to include new copper lines, and fire stat. Optional pricing to replace all T-Bar drop-in supply grilles in the *Costs Breakdown* section of this proposal.



2. Conference Room System - replace full system with all necessary materials to include new copper lines (note: existing line sets are not correct for R-410 refrigerant and must be replaced to achieve full btuh output and to maintain high SEER ratings), and fire stat. Air Handler will be re-worked / centered in the closet to allow for easier service and maintenance access.
3. Administrative Offices - replace full system with all necessary materials to include new copper lines, air handler stand, fire stat, filter-back grille in Director's Office.
4. Solid Waste / File Room - replace full system with all necessary materials to include new air handler stand, auxiliary pan, and fire stat.

Agricultural Museum

1. Barn System - recommend replacement of full system, with upgrade from 2.5 tons to 3 tons so that additional supply can be added in barn area to help cool during summer months and to achieve required 17 SEER rating (note: there is no 2.5 ton system that meets the 17 SEER requirement), with all necessary materials to include fire stat.
2. Northeast System - replace full system with all necessary materials to include new condensate pump, and fire stat. Recommend relocation of condenser (away from palm tree) to allow for easier service and maintenance access.
3. Indoor Loft System - replace full system with all necessary materials to include re-work of air handler stand, and fire stat.

Police Station

Note: All systems at the police station are 2006 or newer. Air & Energy recommends leaving all existing systems. The existing three (3) 7.5 ton systems are as close to the highest EER rating available. If Police Department systems are replaced, Air & Energy recommends The City save these units for future emergency situations.

Option to seal and re-wrap all exposed duct work in the garage is provided in the *Costs Breakdown* section of this proposal.

If Police Department systems are replaced:

1. Easternmost System - If replacement is chosen, Air & Energy will replace system with all necessary materials to include new hanging kit, auxiliary pan, and fire stat. Existing duct smoke detectors will be re-used. Option to seal and re-wrap all exposed duct work in the garage is provided in the *Costs Breakdown* section of this proposal.



2. Lorna's Office - If replacement is chosen, Air & Energy will replace system with all necessary materials to include new auxiliary pan, and fire stat. If this system is not replaced, Air & Energy recommends auxiliary pan and in-line drain safety switch be installed. Option to add auxiliary pan and safety switch is provided in the *Costs Breakdown* section of this proposal.
3. Gym System - If system replacement is chosen, Air & Energy will re-connect system to existing duct work. Note the existing duct work is old, in very poor condition, and should be replaced. However, to provide proper pricing for new duct work, Air & Energy would need architectural plans / drawings of the building and would utilize a third party mechanical engineer to properly design and configure new duct work. Pricing for new duct work to be determined once plans are provided. Pricing for new duct work is not provided in this proposal.
4. Records Room / Classroom System - If system replacement is chosen, Air & Energy will re-connect system to existing duct work. Note the existing duct work is old, in very poor condition, and should be replaced. However, to provide proper pricing for new duct work, Air & Energy would need architectural plans / drawings of the building and would utilize a third party mechanical engineer to properly design and configure new duct work. Pricing for new duct work to be determined once plans are provided. Pricing for new duct work is not provided in this proposal.
5. Dispatch System - If system replacement is chosen, Air & Energy will re-connect system to existing duct work. Note the existing duct work is old, in very poor condition, and should be replaced. However, to provide proper pricing for new duct work, Air & Energy would need architectural plans / drawings of the building and would utilize a third party mechanical engineer to properly design and configure new duct work. Pricing for new duct work to be determined once plans are provided. Pricing for new duct work is not provided in this proposal.
6. Evidence Locker - If system replacement is chosen, Air & Energy will re-connect system to existing duct work. Note the existing duct work is old, in very poor condition, and should be replaced. However, to provide proper pricing for new duct work, Air & Energy would need architectural plans / drawings of the building and would utilize a third party mechanical engineer to properly design and configure new duct work. Pricing for new duct work to be determined once plans are provided. Pricing for new duct work is not provided in this proposal.

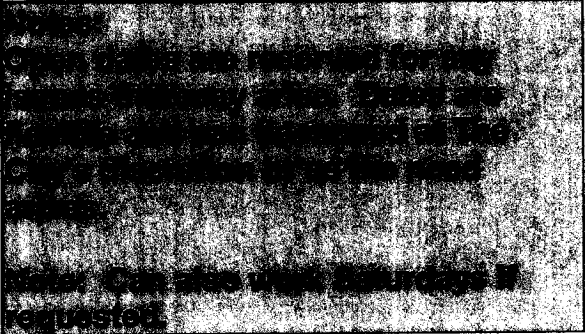


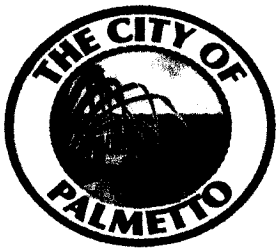
PROPOSED SCHEDULE

~ January 2012 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 City Hall Entryway & Mayor's Office Systems	4 City Hall Commission Chamber & HR Office Systems	5 City Hall Main Office System w/ Crane	6 City Hall Service Manager to re-check system operation on all replaced units	7
8	9 WWTP Water Works Plant System	10 WWTP Water Works Plant System (2nd day if duct work replaced)	11 WWTP Service Manager to re-check system operation on all replaced units	12	13	14
15	16 Carnegie Library City employee to remove Carnegie Library ceilings to prepare for installation	17 Carnegie Library Demo out old equipment, run line sets, set condensers	18 Carnegie Library Install upstairs air handlers & start-up	19 Carnegie Library Install downstairs air handlers & start-up	20 Carnegie Library Service Manager to re-check system operation on all replaced units	21
22	23 Public Works 2nd Floor & Solid Waste / File Room Systems	24 Public Works Administrative Office System	25 Public Works Conference Room System	26 Public Works Service Manager to re-check system operation on all replaced units	27	28
29	30 Ag Museum Barn & Northeast Systems	31 Ag Museum Indoor Loft System				



PROPOSED SCHEDULE

~ February 2012 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Ag Museum Service Manager to re-check system operation on all replaced units	2	3	4
5	6 Police Department Evidence Room System	7 Police Department Evidence Room duct work if replaced	8 Police Department Lorna's Office System (replacement or aux pan install)	9 Police Department Dispatch Office System	10 Police Department Dispatch Office System (continued if needed)	11
12	13 Police Department Records / Classrooms System	14 Police Department Gym System	15 Police Department Service Manager to re-check system operation on all replaced units	16	17	18
19	20	21	22	23	24	25
26	27	28	29			



516 8TH Avenue West
PO Box 1209
Palmetto, Florida 34221
Phone (941)723-4570
Fax (941) 723-4576
Web: www.palmettofl.org

HVAC SYSTEM RETROFIT PROPOSAL BID FORM

Location	Sub Total
City Hall	\$ 37,290.00
Public Works	\$ 29,965.00
Police Department	\$ 45,350.00
WWTP	\$ 12,395.00
Carnegie Library	\$ 28,620.00
Ag Museum	\$ 17,985.00
GRAND TOTAL	\$ 171,605.00

Bidder shall provide proof of warranties on all equipment purchased. The warranty will commence on the date of installation and final acceptance by the City.


Commercial Diagnostic Rates

Hourly labor charge for non-warranty repairs during normal business hours: \$ 112.00

Trip Charge \$ 62.00

Installation Completion Date: March 1, 2012

Company: Air & Energy Federal ID #: 65-0295320

Authorized by:  Trudy Moon, President
Signature & Title Print Name

Address: 3018 Avenue C Holmes Beach, FL 34217
Street City, State Zip Code

Telephone: 941-778-0773 Fax: 941-778-2835

E-Mail: Kim Sevin, Sales Administrator ksevin@airandenergy.biz



Location/Unit		BRAND	PROPOSED MODEL #	HEATSTRIP MODEL #	THERMOSTAT	SEER / EER	WARRANTY	PRIORITY	PRICE	NOTES
CITY HALL										
HALLWAY - CONDENSING UNIT		TRANE	4TTX6036E		TCONT802	17.45 SEER	5 yr comp 1 yr parts/labor	1	5,935.00	New Lockbox, Firestat New Condensate Pump
HALLWAY - AIR HANDLER		TRANE	4TEE3F40B	BAYHTR1408						
COMMISSION CHAMBER - CONDENSING UNIT		TRANE	4TWZ0060A							
COMMISSION CHAMBER - AIR HANDLER		TRANE	TAM7A0C60H5	BAYEVAC10LG1AA	TCONT802	17.75 SEER	5 yr comp 1 yr parts/labor	1	9,845.00	New Lineset, Firestat, Air Handler Stand, Auxiliary Pan
MAYOR'S OFFICE - CONDENSING UNIT		TRANE	4TTR5024E							
MAYOR'S OFFICE - AIR HANDLER		TRANE	GAM5A0B30M	BAYEAA08LG1AA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	3	4,315.00	Add Return in Mayor's Office, New Line Cover, Firestat
HR OFFICE - CONDENSING UNIT		TRANE	4TWX6036E							
HR OFFICE - AIR HANDLER (KITCHEN LOCATION)		TRANE	TAM7A0C36H3	BAYEVAC05LG1AA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	4	6,710.00	New Lineset, Firestat *SAVE SYSTEM FOR FUTURE USE
MAIN OFFICE - PACKAGE UNIT (ROOF)		CARRIER	50HCQD08A2B5	CR HEATER 117A00	1F95-1291	12.1 EER		5	10,485.00	Manual FreshAir Damper, Firestat, Crane Fee
COMPUTER ROOM - CONDENSING UNIT										
COMPUTER ROOM - AIR HANDLER										
TOTAL FOR CITY HALL SYSTEMS									\$ 37,290.00	

WASTE WATER TREATMENT PLANT		BRAND	PROPOSED MODEL #	HEATSTRIP MODEL #	THERMOSTAT	SEER / EER	WARRANTY	PRIORITY	PRICE	NOTES
CONDENSING UNIT		TRANE	4TWX6036E							
AIR HANDLER *NOTE: RECOMMEND 3 TON SYSTEM BASED ON SQUARE FOOTAGE OF BLDG. (APPROX 1500 SQ.FT)*		TRANE	TAM7A0C36H3	BAYEVAC05LG1AA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	1	8,095.00	Firestat, Option w/ NO Ductwork
TOTAL FOR WWTP									12,395.00	*STRONGLY RECOMMEND THIS OPTION*
									\$ 12,395.00	

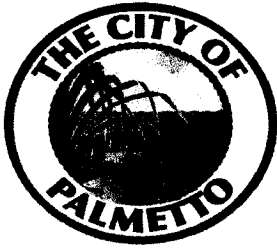
CARNEGIE LIBRARY		BRAND	PROPOSED MODEL #	HEATSTRIP MODEL #	THERMOSTAT	SEER / EER	WARRANTY	PRIORITY	PRICE	NOTES
SYSTEM #1 CONDENSING UNIT		TRANE	4TTX6048E							
SYSTEM #1 AIR HANDLER		TRANE	TAM7A0C42H3	BAYEVAC08LG1AAA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	1	7,155.00	Four New Linesets, New Line Cover, Firestat **NOTE: CITY OF PALMETTO TO REMOVE AND RE-INSTALL CEILINGS FOR AIR HANDLER INSTALL
SYSTEM #2 CONDENSING UNIT		TRANE	4TTX6048E							
SYSTEM #2 AIR HANDLER		TRANE	TAM7A0C42H3	BAYEVAC08LG1AAA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	1	7,155.00	
SYSTEM #3 CONDENSING UNIT		TRANE	4TTX6048E							
SYSTEM #3 AIR HANDLER		TRANE	TAM7A0C42H3	BAYEVAC08LG1AAA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	1	7,155.00	
SYSTEM #4 CONDENSING UNIT		TRANE	4TTX6048E							
SYSTEM #4 AIR HANDLER		TRANE	TAM7A0C42H3	BAYEVAC08LG1AAA	TCONT802	17 SEER	5 yr comp 1 yr parts/labor	1	7,155.00	
TOTAL FOR CARNEGIE LIBRARY									\$ 28,620.00	



Location/Unit	BRAND	PROPOSED MODEL #	HEATSTRIP MODEL #	THERMOSTAT	SEER / EER	WARRANTY	PRIORITY	PRICE	NOTES
PUBLIC WORKS									
2ND FLOOR - CONDENSING UNIT	TRANE	4TWX6036E			17.55 SEER	5 yr comp	1	7,315.00	New Copper Lineset, Firestat
2ND FLOOR - AIR HANDLER	TRANE	4TEE3F40B	BAYHTR1408	TCONT802		1 yr parts/labor			New Grilles - ADD \$775.00
CONFERENCE ROOM - CONDENSING UNIT	TRANE	4TWZ0060A			17.75 SEER	5 yr comp	2	10,290.00	New Copper Lineset, Firestat
CONFERENCE ROOM - AIR HANDLER	TRANE	TAM7A0C60H5	BAYEVAC10LG1AAA	TCONT802		1 yr parts/labor			
ADMIN - CONDENSING UNIT	TRANE	4TWX6048E			17 SEER	5 yr comp	3	8,260.00	New Air Handler Stand, Firestat
ADMIN - AIR HANDLER	TRANE	TAM7A0C48H4	BAYEVAC08LG1AAA	TCONT802		1 yr parts/labor			
SOLID WASTE/FILE ROOM - CONDENSING UNIT	TRANE	4TTR5024E			17 SEER	5 yr comp	4	4,100.00	New Air Handler Stand, Firestat
SOLID WASTE/FILE ROOM - AIR HANDLER	TRANE	GAM5A0B30M	BAYEAC05LG1AA	TCONT802		1 yr parts/labor			New Auxiliary Pan
TOTAL FOR PUBLIC WORKS									\$ 29,965.00

Location/Unit	BRAND	PROPOSED MODEL #	HEATSTRIP MODEL #	THERMOSTAT	SEER / EER	WARRANTY	PRIORITY	PRICE	NOTES
AG MUSEUM									
BARN - CONDENSING UNIT	TRANE	4TTX6036E			18 SEER	5 yr comp	1	6,170.00	Increase size to 3 ton, Add
BARN - AIR HANDLER	TRANE	TAM7A0B30H2	BAYEVAC08LG1AA	TCONT802		1 yr parts/labor			Supply Duct in Barn, Firestat
NORTHEAST SYS - CONDENSING UNIT	TRANE	4TTX6036E			18 SEER	5 yr comp	2	5,970.00	New Condensate Pump, Firestat
NORTHEAST SYS - AIR HANDLER	TRANE	TAM7A0B30H2	BAYEVAC08LG1AA	TCONT802		1 yr parts/labor			
INDOOR LOFT - CONDENSING UNIT	TRANE	4TTX6036E			17.45 SEER	5 yr comp	3	5,845.00	Re-work Air Handler Stand, Firestat
INDOOR LOFT - AIR HANDLER	TRANE	4TEE3F40B	BAYHTR1408	TCONT802		1 yr parts/labor			
2011 RHEEM SYSTEM (JUST INSTALLED)									
TOTAL FOR AGRICULTURAL MUSEUM									\$ 17,985.00

Location/Unit	BRAND	PROPOSED MODEL #	HEATSTRIP MODEL #	THERMOSTAT	SEER / EER	WARRANTY	PRIORITY	PRICE	NOTES
POLICE DEPARTMENT									
EASTERNMOST SYS - CONDENSING UNIT	TRANE	4TWX6036E			17.45 SEER	5 yr comp	4	7,065.00**	NOTE: THE OLDEST EXISTING SYSTEM HERE IS A 2006 SYSTEM. MAY NOT NEED TO REPLACE ANY OF THESE SYSTEMS *OPTION FOR NEW AUX PAN & SAFETY SWITCH ONLY FOR LORNA'S OFFICE ADD \$500.00 **OPTION TO RE-WRAP AND SEAL EXISTING, EXPOSED DUCTWORK IN GARAGE AREA, ADD \$1300.00
EASTERNMOST SYS - AIR HANDLER	TRANE	4TEE3F40B	BAYHTR1405	TCONT802		1 yr parts/labor			
LORNA'S OFC - CONDENSING UNIT	TRANE	4TTR5024E			17 SEER	5 yr comp	4	4,375.00	
LORNA'S OFC - AIR HANDLER	TRANE	GAM5A0B30M	BAYEAC08LG1AA	TCONT802		1 yr parts/labor		*500.00	
GYM SYSTEM - CONDENSING UNIT	TRANE	TTA090D300A			11.80 EER	5 yr comp	4	8,740.00	
GYM SYSTEM - AIR HANDLER	TRANE	TWE120D300A	BAYHTR1310A	TCONT802		1 yr parts/labor			
RECORDS/CLASSROOMS - CONDENSING UNIT	TRANE	TTA090D300A			11.80 EER	5 yr comp	4	8,815.00	
RECORDS/CLASSROOMS - AIR HANDLER	TRANE	TWE120D300A	BAYHTR1310A	TCONT802		1 yr parts/labor			
DISPATCH - CONDENSING UNIT	TRANE	TWA090D300A			11 EER	5 yr comp	4	9,995.00**	
DISPATCH - AIR HANDLER	TRANE	TWE090D300A	BAYHTR1310A	TCONT802		1 yr parts/labor			
EVIDENCE LOCKER - CONDENSING UNIT	TRANE	4TTX6036E			17.45 SEER	5 yr comp	4	6,360.00	
EVIDENCE LOCKER - AIR HANDLER	TRANE	4TEE3F40B	BAYHTR1410	TCONT802		1 yr parts/labor			
TOTAL FOR POLICE DEPARTMENT									\$ 45,350.00



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Palmetto, Florida 34221
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Fax (941) 723-4576
Web: www.palmettofl.org

HVAC SYSTEM MAINTENANCE QUOTE FORM

Location	Semi Annual Fee
City Hall	\$ 875.00
Public Works	\$ 600.00
Police Department	\$ 1,100.00
WWTP	\$ 150.00
Carnegie Library	\$ 725.00
Ag Museum	\$ 450.00
GRAND TOTAL	\$ 3,900.00

Service Call Rates

Diagnostic Fee during normal business hours:	\$ N/A
Hourly labor charge for non-warranty repairs during normal business hours:	\$ 100.80
Trip Charge	\$ 55.80

Company: Air & Energy Federal ID #: 65-0295320
Contact Name: Megan Lott, Maintenance Administrator Phone: 941-778-0773
E-Mail: mlott@airandenergy.biz

Service Location _____		Primary Contact _____		Date _____
Address _____		Billing Name _____		
City _____		Billing Address _____		
Phone _____	Work/Cell _____	City _____		
Email _____		Billing Phone _____	Fax _____	

Benefits of being VIP

10% off any Air, Plumbing, or Electrical service calls

Priority service status

No overtime charges...ever!

Twice a year 21 point professional cleaning including:

Inspect evaporator coil	Check fan blades for tightness	Inspect blower wheel
Clean or replace standard filters	Clean drain line and pan	Check compressor starting
Tighten electrical connections	Lubricate fan motor	Test heating element
Evaluate safety controls	Check electrical components	Inspect for rust/corrosion
Measure temperature difference	Check start and run capacitors	Measure amperage draw
Clean condenser coil	Check refrigerant level	Evaluate equipment
Check thermostat	Measure voltage differences	Recommend work needed

Make	Model	Serial	Year	Tonage

Recommended #1	Alternate #2
Full Cleanings _____	_____
Additional Filter Changes _____	_____
Total Visits Per Year _____	_____
Annual Price _____	_____

Accept Option # _____ Accepted by: _____ Date: _____

Payment Method: ☐ Credit Card ☐ Cash ☐ Check Proposed by _____

Price good for 30 days. Contract becomes effective when paid in full. Valid for 365 from date of payment. Price may be subject to change annually.

Commercial Maintenance Report

Date: _____

W.O. # _____

	System: Location:	System: Location:	System: Location:	System: Location:
Air Handler	Year:	Year:	Year:	Year:
Model				
Serial				
Evaporator Coil				
Blower	Amps: Belt:	Amps: Belt:	Amps: Belt:	Amps: Belt:
Drain Pan/Line				
Filters				
Heat Strip	Kw: Amps:	Kw: Amps:	Kw: Amps:	Kw: Amps:
Thermostat				
Condenser	Year:	Year:	Year:	Year:
Model				
Serial				
Ambient Temp				
Contact Points				
Compressor	C: R: S:	C: R: S:	C: R: S:	C: R: S:
Fan Amps				
Refrigerant	S: L:	S: L:	S: L:	S: L:

Date: _____ Tech: _____

HVAC SYSTEM RETROFIT REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Air & Energy

Client: Ss. Peter & Paul Catholic Church Service dates: From: 5/96 To: Present

Contact person: Jeanne Lindberg Title: Business Manager

Contact telephone number: 941-795-1228

Address: 2850 75th Street West, Bradenton, FL 34209

Name of Project: HVAC Replacement

Project Location: West Sanctuary

Description of Project and Models installed: Change out One (1) HVAC System

Qty (1)	30 Ton Condenser	Trane Model # RAUJC30EC
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Qty (1)	30 Ton Air Handler	Trane Model # CSAA021 w/ 20kw heat strip
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Budget and Timeline of Project:	<u>\$72,110.00</u>	<u>3/29/10</u>	<u>5/28/11</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

HVAC SYSTEM RETROFIT REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Air & Energy

Client: Crosspointe Fellowship Church Service dates: From: 9/10 To: Present

Contact person: Pat Morton Title: Maintenance Supervisor

Contact telephone number: 941-920-4061

Address: 8605 Gulf Drive, Holmes Beach, FL 34217

Name of Project: Six (6) System HVAC and Electrical Installation

Project Location: Sanctuary / Main Auditorium

Description of Project and Models installed: Change out Six (6) HVAC Systems

Qty (2)	10 Ton Condenser	Trane Model # TTA120E300AA
Qty (2)	10 Ton Air Handler	Trane Model # TWE120E300AA w/ 17kw heat strip
Qty (1)	4 Ton Condenser	Trane Model # 4TTB3048A
Qty (1)	4 Ton Air Handler	Trane Model # GAM5A0C42M w/ 5kw heat strip
Qty (2)	3 Ton Condenser	Trane Model # 4TTB3036A
Qty (2)	3 Ton Air Handler	Trane Model # GAM5A0B30M w/ 5kw heat strip
Qty (1)	3 Ton Condenser	Trane Model # 4TTM3036A w/ R-410A conversion

Budget and Timeline of Project:	<u>\$49,220.00</u>	<u>2/28/11</u>	<u>4/1/11</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

HVAC SYSTEM RETROFIT REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Air & Energy

Client: Gulf & Bay Contractors Service dates: From: 7/2000 To: Present

Contact person: Ted Sparling Title: Owner

Contact telephone number: 941-920-8111

Address: 2641 49th Street, Sarasota, FL 34234

Name of Project: Bayview Plaza HVAC Replacement - Completed in 2 Phases

Project Location: 101 South Bay Blvd, Anna Maria, FL 34216

Description of Project and Models installed: Change out 9 HVAC Systems

Qty (1)	10 Ton System	Trane Model # (2) 4TTB3020D and TWE120E300AA
Qty (1)	5 Ton System	Trane Model # 4TTB3060D and 4TEC3F60B
Qty (1)	5 Ton Condenser	Trane Model # 4TTB3060A
Qty (1)	4 Ton System	Trane Model # 4TTB3048D and GAM5A0C48M
Qty (1)	3.5 Ton System	Trane Model # 4TTB3042D and GAM5A0B36M
Qty (2)	3 Ton Systems	Trane Model # 4TTB3036B and GAM5A0B30M
Qty (1)	2.5 Ton System	Trane Model # 4TTB3030D and 4TGB3F30A
Qty (1)	3 Ton Mini Split	Mitsubishi Model # PUYA36B and PLAA36BA4

Budget and Timeline of Project:	<u>\$48,080.00</u>	<u>7/11/11</u>	<u>9/21/11</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

HVAC SYSTEM RETROFIT REFERENCES AND PRIOR EXPERIENCE

Bidder must have completed a minimum of three (3) projects that are similar in scope. Projects must be within the budget and completed on time. Bidder must complete the following information in order to be evaluated for award.

Bidder Name: Air & Energy

Client: Roser Memorial Church Service dates: From: 7/97 To: Present

Contact person: Major Leckie Title: Chair of Trustees

Contact telephone number: 941-779-9588

Address: 512 Pine Avenue, Anna Maria, FL 34216

Name of Project: HVAC Replacement

Project Location: North/South Sanctuary

Description of Project and Models installed: Change out two (2) 15 ton systems with electrical

<u>Qty (2)</u>	<u>15 Ton Condenser</u>	<u>Trane Model # TTA180E30A</u>
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<u>Qty (2)</u>	<u>15 Ton Air Handler</u>	<u>Trane Model # TWE180E300A w/ 20kw heat strip</u>
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Budget and Timeline of Project:	<u>\$31,485.00</u>	<u>3/28/11</u>	<u>4/6/11</u>
	Budget	Start Date	End Date

Please complete one (1) form for each Reference.

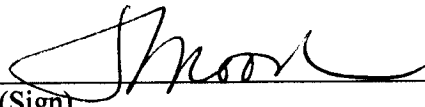
**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion—Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- (c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any sub-contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: Air & Energy

Authorized By:  Trudy Moon
(Sign) (Print Name)

Title: President Date: 11/28/11

BUY AMERICAN CERTIFICATION

Section 1605 of the American Recovery and Reinvestment Act states that:

“None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.”

To meet this requirement, the undersigned hereby certifies that all of the material, equipment and accessories which are to be incorporated into the (Name of Construction Contract) to be partially funded by monies from the American Recovery and Reinvestment Act, has been manufactured from domestic construction material as defined by 40 CFR 35.936-13(D).

Air & Energy

Name of Bidder

11/28/11

Date



Signature of Authorized Official

PROPOSERS CERTIFICATION

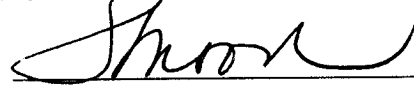
STATE OF Florida

COUNTY OF Manatee

I, Trudy Moon, of Air & Energy (name of company),
proposing to furnish the following described materials, equipment, and/or services to the City of Palmetto
(the "CITY") HVAC System Retrofit
in response to RFP HVAC SYSTEM RETROFIT:

HEREBY CERTIFIES THAT:

1. Bidder/Proposer has thoroughly inspected the specifications or request for bid and understands the terms and conditions thereof and they are incorporated by reference in the bid or bid for said goods or services, and have verified measurements, if applicable.
2. The bid is firm and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the bid, or as negotiated between the Bidder/Proposer and the CITY.
3. The bid is made by a person authorized to bind the Bidder/Proposer.
4. The bid is made without unlawful collusion between another Bidder/Proposer or potential Bidder/Proposer, or with any officer or employee of the CITY.
5. The bid is in full compliance with the Copeland Anti-kickback statute.
6. The bidder does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.



Print Name: Trudy Moon

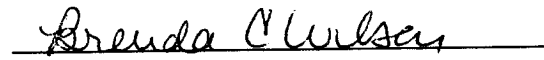
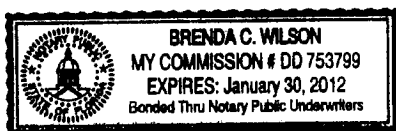
STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 28th day of November, 2011,
by Trudy Moon, as President (title) of Air & Energy (name of company), on behalf of Air & Energy, Inc. (type of entity).

☒ who is personally known to me,
☐ who produced _____ as identification, who did take an oath, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)


Signature

Brenda C Wilson

Print Name
NOTARY PUBLIC-STATE OF Florida

My Commission Expires: January 30, 2012
Commission No. DD 753799

**HVAC SYSTEM RETROFIT
NO LOBBYING AFFIDAVIT**

STATE OF Florida

COUNTY OF Manatee

This, 28th, of November, 2011, Trudy Moon
being first duly sworn, deposes and says that he or she is the authorized representative of
Air & Energy
(Name of the authorized Bidder, firm or individual), maker of the attached request for bid released by the
City of Palmetto, and that the proposer and any of its agents agrees to abide by the City of Palmetto's no
lobbying restrictions in regards to this solicitation.



Affiant

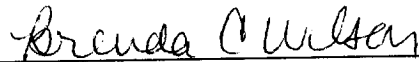
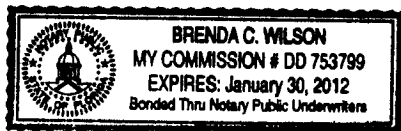
The foregoing instrument was acknowledged before me this 28th day of November, 2011,
by Trudy Moon (name of person, officer, or agent, title of officer
or agent), of Air & Energy, Inc. (name of corporation or
partnership, a Florida Corporation (state of incorporation or partnership, if applicable).

☒ who is personally known to me,

☐ who produced _____ as identification, who did take an oath, and who

acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Signature

Brenda C Wilson

Print Name

NOTARY PUBLIC-STATE OF Florida

My Commission Expires: January 30, 2012

Commission No. DD 753799

DRUG FREE WORK PLACE CERTIFICATION

SWORN STATEMENT PURSUANT TO ORDINANCE NO. 505, AMENDING CHAPTER 2, SECTION 2-57, PALMETTO CODE OF ORDINANCES, ON DRUG FREE WORK PLACES.

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

This sworn statement is submitted to the City of Palmetto (the "CITY"), by:

Trudy Moon, President

(Print individuals name and title)

For: Air & Energy

(Print name of entity submitting sworn statement)

Whose business is: Air Conditioning, Plumbing, Electrical

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0295320. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: _____).

I understand that no person or entity shall be awarded or receive a CITY contract for public improvements, procurement of goods or services (including professional services) or a CITY lease, franchise, concession or management agreement, or shall receive a grant of CITY monies unless such person or entity has submitted a written certification to the CITY that it will provide a drug free work place by:

1. Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by §893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
 - I. The dangers of drug abuse in the work place;
 - II. the person's or entity's policy of maintaining a drug free environment at all its work places, including, but not limited to, all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
 - III. any available drug counseling, rehabilitation, and employee assistance programs; and
 - IV. the penalties that may be imposed upon employees for drug abuse violations.
2. Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advise as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post, in a prominent place at all of its work places, a written statement of its policy containing the foregoing elements I through IV.
3. Notifying the employee in the statement required by subsection 1 that this is a condition of employment the employee will:
 - I. Abide by the terms of the statement; and
 - II. Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

4. Notifying the CITY within ten (10) days after receiving notice under subsection 3 from an employee or otherwise receiving actual notice of such conviction.
5. Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug free work place through implementation of sections 1 through 5 stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE CITY OF PALMETTO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OF THE PALMETTO CITY CLERK DETERMINES THAT:

1. Such person or entity has made false certification;
2. such person or entity violates such certification by failing to carry out the requirements of sections 1, 2, 3, 4, 5 or 6 or Ordinance No. 505, amending Chapter 2, Section 2-57, Palmetto Code of Ordinances, or
3. such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by Ordinance No. 505.

Trudy Moon
(Signature)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 28th day of November, 2011, by Trudy Moon, as President of Air & Energy, on behalf of Air & Energy, Inc..
☒ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)

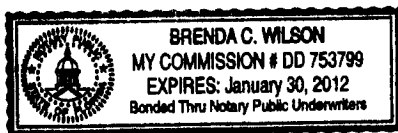
Brenda C Wilson
Signature

Brenda C Wilson

Print Name

NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: January 30, 2012
Commission No. DD 753799



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

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

1. This sworn statement is submitted to the City of Palmetto (the "CITY") by:

Trudy Moon, President
(Print individual's name and title)

For: Air & Energy
(Print name of entity submitting sworn statement)

Whose business address is: 3018 Avenue C, Holmes Beach, FL 34217

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0295320

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) 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 arms length agreement, shall be a prima facie case that one (2) 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 thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to propose on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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).

X Neither the entity submitting this sworn statement, nor any of its 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 (1) 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 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 OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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.

Date: 11/28/11

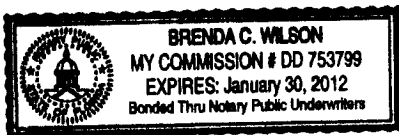
Trudy Moon
Signature

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 28th day of November, 2011, by Trudy Moon, as President of Air & Energy, on behalf of Air & Energy, Inc.

☒ who is personally known to me, or ☐ who produced _____ as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Brenda C Wilson
Signature

Brenda C Wilson
Print Name

NOTARY PUBLIC-STATE OF Florida
My Commission Expires: January 30, 2012
Commission No. DD 753799

**CITY OF PALMETTO
REQUEST FOR PROPOSAL
HVAC SYSTEM RETROFIT
ADDEMDUM ACKNOWLEDGEMENT**

IMPORTANT: **This form must be returned with the response.**
(Only applicable if Addendum is issued)

The undersigned acknowledges receipt of the following addendum to the above entitled RFP.

Addendum No. One Dated November 4, 2011

Addendum No. Two Dated November 9, 2011

Addendum No. Three Dated November 22, 2011

Addendum No. Four Dated November 23, 2011

Addendum No. _____ Dated _____

Failure to submit acknowledgement of any addendum issued may be cause for rejection of your bid.

Air & Energy
Company Name (please print)


Authorized Signature

**CITY OF PALMETTO
REQUEST FOR PROPOSAL
HVAC SYSTEM RETROFIT**

CHECKLIST

Company Name: Air & Energy

This check list is provided to assist Contractors in the preparation of their response. Included in this checklist are important requirements that are the responsibility of each Contractor to submit with their response in order to make their proposal fully compliant. This check list is only a guideline; it is the responsibility of each Contractor to read and comply with the Request for Proposal in its entirety.

- ☒ Package has been addressed to:
City of Palmetto
Attn: Nixa Haisley
516 8th Avenue W
Palmetto, FL 34221
- ☒ Package is sealed and identified with:
Bid Title "RFP HVAC RETROFIT"
Due Date and Time – November 28, 2011 2:00pm

One (1) Original, five (5) copies, of each, is included as required for the following:

- ☒ Proposal Bid Form
☒ Maintenance Quote Form
☒ References (3)
☒ Certification Regarding Debarment
☒ Buy American Certification
☒ Proposer's Certification Form
☒ No Lobby Affidavit Form
☒ Public Entity Crimes Form
☒ Drug Free Workplace Certification Form
☒ Addendum Acknowledgment (if applicable)
☒ Checklist Form Signed & Sealed

This RFP is submitted and signed by the individual duly authorized to enter into agreement. I certify that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I have read and agree to abide by all requirements, specifications, terms and conditions of this RFP.

Witnesses:

Brenda C. Wilson
Kimberly A. Hise

Trudy Moon
Print Name
Trudy Moon
Signature

**ATTACHMENT F
FEDERAL FUNDING GRANTEE, SUBGRANTEE AND BIDDER
PROVISIONS**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

All subgrants and contracts awarded by the Grantee, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Bidders and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Bidder or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Bidders shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction

contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Bidder shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 10 CFR part 600.325, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Bidders who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Bidders declared ineligible under statutory or regulatory authority other than E.O.

12549. Bidders with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act, (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination.** These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) which may apply.
11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. **Compliance with the provision of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EP 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
21. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
22. **The Commission reserves the right to transfer equipment acquired under this grant as provided in Title 10, Part 600.117. The Recipient can obtain a release of this right upon application containing certain commitments.**

23. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
24. **Preservation of open and competition and government neutrality towards Bidders' labor relations on federally funded construction projects**
- a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
1. Require or prohibit bidders, offerors, Bidders, or sub-contractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 2. Otherwise discriminate against bidders, offerors, Bidders, or sub-contractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- c. Nothing in this provision prohibits bidders, offerors, Bidders, or sub-contractors from voluntarily entering into agreements with labor organizations.
25. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2011.**
26. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.
27. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, Bidder, sub-grantee, sub-contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

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