

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 02, 2021

☒ **X** Consent
☐ Workshop

☐ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 21-002 to the annual Heating, Ventilation, and Air Conditioning (HVAC) contract with The Airtex Corporation (Contractor) (R2020-0236) in the amount of \$295,205 for the Water Utilities Department (WUD) Southern Region Water Reclamation Facility (SRWRF)-HVAC Replacement project for a period of 180 days from permit issuance or until project is complete.

Summary: The work consists of furnishing the labor, equipment, and materials needed for the replacement of the existing HVAC system at buildings B, C, D, E, F, G and K with a new HVAC system, including duct connections and valves at the WUD SRWRF. The existing equipment has outlived its useful life and has become costly to maintain. The new HVAC system will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual contract was last presented to the Goal Setting Committee on March 4, 2020 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when at least three (3) Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if their bid is within 10% of the lowest non-SBE bid for projects over \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is a certified SBE and submitted 100% SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 36.83%. The Contractor is a Palm Beach County business. Funding for this project is from the Water Utilities Department Operation and Maintenance fund. **(Capital Improvements Division) District 5 (LDC)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on October 15, 2020 and The Airtex Corporation submitted the second lowest responsive and responsible bid of the six (6) bids received. Florida Mechanical, LLC submitted the lowest bid, but in accordance with the requirements of the price preference API, The Airtex Corporation was awarded this project because their bid was within 10% of the lowest non-SBE bid. The new HVAC system will be more efficient and provide years of dependable service.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 21-002
4. Bid Summary
5. Quotation Comparison
6. Annual Contract HVAC #19601 Control Sheet

Recommended by:  12/22/20
Department Director Date

Approved by: _____
County Administrator

Date
1/25/11

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|-----------|------|------|------|------|
| Capital Expenditures | \$333,526 | | | | |
| Operating Costs | | | | | |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | \$333,526 | -0- | -0- | -0- | -0- |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |
| Is Item Included in Current Budget: | | Yes | X | No | |
| Does this item include use of federal funds? | | Yes | | No | X |

Budget Account No: Fund 4001_ Dept 720 Unit 2410 Object 4615

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project will be from the Water Utilities Department Operation and Maintenance fund.

| | |
|--------------|--------------|
| CONSTRUCTION | \$295,205.00 |
| STAFF COST | \$ 8,800.00 |
| CONTINGENCY | \$ 29,520.50 |
| TOTAL | \$333,525.50 |

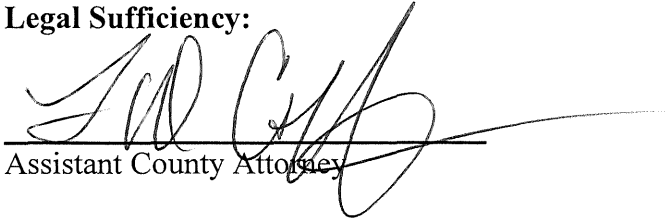
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 11/7/21
11/15 BR 115


Contract Development and Control 11/9/21
1-15-21 TW

B. Legal Sufficiency: 

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 19577

Project Name: Water Utilities Department (WUD) Southern Region Water Reclamation Facility (SRWRF)-HVAC Replacement

Locations: 12751 Hagen Ranch Rd, Boynton Beach 33437



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/26/20 REQUESTED BY: Tom McNamara PHONE: 233-2057

PROJECT TITLE: WUD SRWRF (various buildings) - HVAC replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$295,205.00

IST PLANNING NO.:

BCC RESOLUTION#:

DATE:

eFDO #:2019-047226; 2019-047233; 2019-047234; 2019-047237; 2019-047239; 2019-047244; 2019-047245

CSA or CHANGE ORDER NUMBER:

LOCATION: 12751 Hagen Ranch Rd., Boynton Beach

BUILDING NUMBER: C-1146, D-921, E-1145, F-920, G-1147, K-918

DESCRIPTION OF WORK/SERVICE LOCATION: WUD SRWRF

PROJECT/W.O. NUMBER: 19577

CONSULTANT/CONTRACTOR: The Airtex Corp. (HVAC)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Remove existing HVAC systems in Bldgs. B, C, D, E, F, G and K and install with new HVAC systems and associated duct connections and valves.

| | |
|-----------------------|--------------|
| CONSTRUCTION | \$295,205.00 |
| PROFESSIONAL SERVICES | \$ NA |
| STAFF COSTS* | \$ 8,800.00 |
| EQUIP. / SUPPLIES | \$ NA |
| CONTINGENCY | \$ 29,520.50 |
| TOTAL | \$333,525.50 |

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 4001 DEPT: 700 UNIT: 2410 OBJ: 4615

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- ☐ Ad Valorem (Amount \$ _____)
- ☐ Infrastructure Sales Tax (Amount \$ _____)
- ☐ State (source/type: _____ Amount \$ _____)
- ☐ Federal (source/type: _____ Amount \$ _____)
- ☐ Grant (source/type: _____ Amount \$ _____)
- ☐ Impact Fees: (Amount \$ _____)
- ☒ Other (source/type: Open fee Amount \$ no)

Department: Water Utility

BAS APPROVED BY: [Signature]

DATE 10/27/20

ENCUMBRANCE NUMBER: _____

Project Name: WUD SRWRF (various buildings) - HVAC replacement
Project No. 19577

**WORK ORDER 21-002 TO CONTRACT FOR
ANNUAL HVAC
FOR
PROJECT NAME: WUD SRWRF (various buildings) – HVAC replacement
PROJECT NO. 19577**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and The Airtex Corporation, a corporation, hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 3/10/2020 (R2020-0236) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$295,205.00** for the construction costs of removing existing HVAC systems in Buildings B, C, D, E, F, G and K and installing with new HVAC systems and associated duct connections and valves as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **180** calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 100% SBE subcontracting participation on this Contract. Contractor will provide 100% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
APIs
Bid Bond/Security

Project Name: WUD SRWRF (various buildings) - HVAC replacement
Project No. 19577

Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

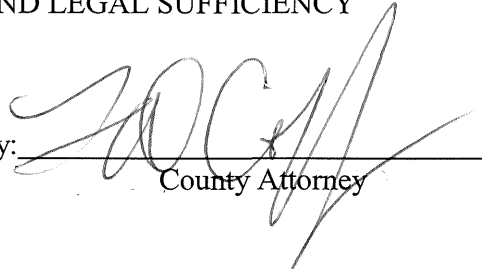
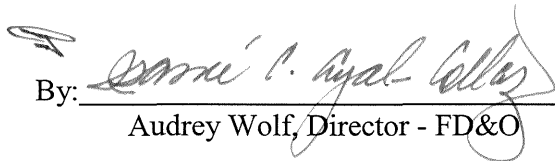
7. Except as specially modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

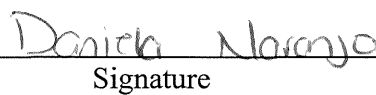
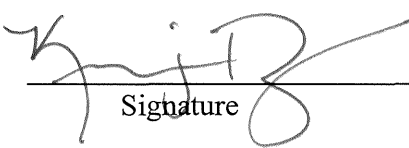
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Project Name: WUD SRWRF (various buildings) - HVAC replacement
Project No. 19577
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida
has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made
and executed this Work Order, the day and year written above.

| | |
|--|--|
| ATTEST: | PALM BEACH COUNTY BOARD, FLORIDA |
| SHARON R. BOCK, CLERK & COMPTROLLER | Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS |

| | |
|---------------------------|----------------------|
| By: _____ Deputy Clerk | By: _____ , Mayor |
|---------------------------|----------------------|

| | |
|---|---|
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY | APPROVED AS TO TERMS AND CONDITIONS |
| By:  _____ County Attorney | By:  _____ Audrey Wolf, Director - FD&O |

| | |
|--|---|
| WITNESS: FOR CONTRACTOR SIGNATURE | CONTRACTOR: |
|  _____ Signature |  _____ Signature |
| Daniela Naranjo Name (type or print) | Keith J. Brown/ The Airtex Corporation Name (type or print) |
| | President Title |
| | (Corporate Seal) |



CFN 20200456502

OR BK 31958 PG 0494
RECORDED 12/01/2020 13:23:48
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0494 - 498; (5pgs)

PUBLIC CONSTRUCTION BOND

BOND NUMBER 602-125494-3

BOND AMOUNT \$295,205.00

CONTRACT AMOUNT \$295,205.00

CONTRACTOR'S NAME: The Airtex Corporation

CONTRACTOR'S ADDRESS: 1450-B Skees Road, West Palm Beach, FL 33411

CONTRACTOR'S PHONE: 561-683-3446

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue
Morristown, NJ 07962

SURETY'S PHONE: 973-326-7345

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: WUD SRWRF (various buildings) – HVAC replacement

PROJECT NUMBER: 19577

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Remove existing HVAC systems in Bldgs. B, C, D, E, F, G and K and
install with new HVAC systems and associated duct connections and valves.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

12751 Hagen Ranch Rd., Boynton Beach

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

12/1/20
Jm

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the
amount of

Dollars (\$295,205.00)
(Two hundred ninety-five thousand two hundred five and 00/100)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: WUD SRWRF (various buildings) – HVAC replacement
Project No.: 19577
Project Description: Remove existing HVAC systems in Bldgs. B, C, D, E, F, G and K and
install with new HVAC systems and associated duct connections and valves
Project Location: 12751 Hagen Ranch Rd., Boynton Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Johnson, Levinson, Ragan, Davila, Inc.
LOCATION OF FIRM: 1450 Centrepark Blvd., #350, West Palm Beach, FL
PHONE: 561-689-2303

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of removing existing HVAC systems in Bldgs. B, C, D, E, F, G and K and install with new HVAC systems and associated duct connections and valves, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.

Daniela Naranjo
Witness

[Signature]
Witness

The Airtex Corporation
Principal (Seal)

Keith J. Brown
(Print Name and Title)
President

United States Fire Insurance Company
Surety (Seal)

[Signature]
(Print Name and Title)
Robert Barra, Attorney In Fact

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: The Airtex Corporation and Surety
Name: United States Fire Insurance Company

We the undersigned hereby guarantee that the (WUD SRWRF (various buildings) – HVAC replacement), #19577) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

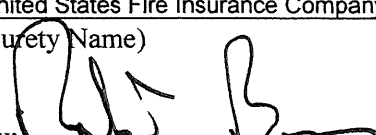
In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

The Airtex Corporation
(Contractor Name) (Seal)

By: 
(Contractor Signature)
Keith J. Brown, President
(Print Name and Title)

United States Fire Insurance Company
(Surety Name) (Seal)
By: 
(Surety Signature)

Robert Barra, Attorney In Fact
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00975419220

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robert Barra

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 20

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 1st DAY OF December, 20 20

SHARON R. BOCK
CLERK & COMPTROLLER

By *Sharon R. Bock*
DEPUTY CLERK

IFQ/B ATTACHMENT “A”
Affirmative Procurement Initiatives (“APIs”)
(for IAQ Remediation, Overhead Doors, Painting Weatherproofing, HVAC, Plumbing, Sportslighting)

AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION
PROCUREMENT (“API”s)

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.

☒ SBE Sheltered Market for Small Construction Contracts

When at least 3 SBEs are qualified under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ SBE Subcontracting Program

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☒ SBE Price Preference For Single Trade Construction

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ M/WBE Subcontracting Goal*

_____ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian, American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

☐ M/WBE Segmented Subcontracting Goals*

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented

Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

_____ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

_____ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

***FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

Submitting the Quote/Bid Package

The Quote/Bid Package shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Project Name: WUD SRWRF (Various Building) - HVAC Replacement

Project Number: 19577

Capital Improvements Division

2633 Vista Parkway

West Palm Beach, Florida 33411

Attention: Bid Submissions

No responsibility will be attached to the Owner for premature opening of or failure to open a quote/bid not properly identified. If the quote/bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "**SEALED QUOTE/BID ENCLOSED**" on the face thereof.

PROJECT NAME: **WUD SRWRF (Various Building) - HVAC Replacement**

PROJECT NO.: **19577**

DUE: **October 8, 2020 by 2:00 PM**

RETURN TO: Bid Submissions
 Capital Improvements Division
 2633 Vista Parkway
 West Palm Beach, FL 33411

Qualification of Contractors. In order to submit a quote/bid in response to this IFQ/B, a contractor must be qualified under the Annual Contract - HVAC. A contractor may obtain a Qualification Application for this Annual Contract by sending an email with the Project # in the subject line to: FDO-CID-Bids@pbcgov.org or call (561) 233-0261. Qualification applications may also be downloaded from the County's on-line Vendor Self-Service (VSS) system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. The contractor must submit the Qualification Application at least 10 days before the Quote/Bid Due Date in order for its quote/bid to be considered.

1. SCOPE OF WORK: This Quote/Bid is to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to replace air conditioning units per the specifications provided by Capital Improvements Division in the Invitation for Quote/Bid at **Attachment "C"** and/or available at the pre-bid meeting held on September 1, 2020. **Work is to be done under the terms and conditions of Palm Beach County's Annual Contract - HVAC, and pursuant to the conditions of the Work Order, both of which are incorporated into the Contract Documents by reference.**

2. SCHEDULE OF TIME FOR COMPLETION. The time of completion for this Project will be as follows: The Contractor shall substantially complete the work within one hundred eighty (180) calendar days from permit issuance.

3. LIQUIDATED DAMAGES. Liquidated Damages are \$80/day for failure to achieve certification of Substantial Completion within the Work Order time or approved extension thereof.

4. BID SECURITY AND PUBLIC CONSTRUCTION BOND. Bid Security and Public Construction Bond are required for this Project in accordance with Section 5.2 of the Instructions to Bidders of the Annual Contract as follows:

Bid Security. If Bid is \$200,000 or over, this Bid shall be accompanied by a Bid Security (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price, see Section 5.2.2 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding Bid Security.

Public Construction Bond. If Bid is \$200,000 or over (or if cumulative open work orders are \$200,000 or over), then prior to execution of a Work Order, and not later than fourteen (14) calendar days after notification from Owner, the successful Bidder shall furnish a Public Construction Bond in the amount of 100% of the Work Order and Guarantee, see Section 5.2.3 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding the Public Construction Bond and Guarantee.

5. Equal Business Opportunity Program. Section 5.3 of the Instruction to Bidders of the Annual Contract sets out the requirements of the County's Equal Business Opportunity Program. All Bidders are required to submit with their bid the appropriate EBO Program schedules **in order to be deemed responsive to this Invitation for Quote/Bid.** EBO Schedules to be submitted with the quote/bid are as follows:

- a) **Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the Work Order, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is performing any work and/or using any subcontractors.
- b) **Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Attachment "A" identifies the affirmative procurement initiatives (APIs) applicable to this Invitation for Quote/Bid.

If Bidder is unable to comply with the API requirements (Attachment “A” hereto), such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the quote/bid due date. If Bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the quote/bid due date, then the quote/bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.

BID FORM

PROJECT NUMBER: 19577

PROJECT NAME: WUD SRWRF (Various Building) - HVAC Replacement

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION FOR QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) Bid Security. (If the bid is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 295,205.00

Written amount Two hundred ninety five thousand two hundred and five dollars

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment A and as submitted on its EBO Schedules 1 and 2.

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes ☒ No ☐

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

QUOTE/BID PROVIDED BY: The Airtex Corporation
Contractor Name

10/15/2020 Daniela Naranjo
Date Signature

Daniela Naranjo/ Vice President
Print Name and Title

Quote/Bid Must Contain Original Signatures. No Copies or Emailed/Faxed Quotes/Bids Will Be Accepted

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: WUD SRWRF (Various Building) - HVAC Replacement
NAME OF PRIME RESPONDENT/BIDDER: The Airtex Corporation
CONTACT PERSON: Daniela Naranjo
SOLICITATION OPENING/SUBMITTAL DATE: 10/15/2020

SOLICITATION/PROJECT/BID No.: 19577
ADDRESS: 1450 B Skees Road WPB, FL 33411
PHONE NO.: 561-683-3446 E-MAIL: dnaranjo@airtexcorp.com
DEPARTMENT:

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

| Name, Address and Phone Number | (Check all Applicable Categories) | | | DOLLAR AMOUNT OR PERCENTAGE OF WORK | | | | |
|---|-----------------------------------|----------------------------|-------------------------------------|--|----------|-------|-----------|---------------------------|
| | Non-SBE | M/WBE | SBE | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| | | Minority/Women Business | Small Business | | | | | |
| 1. The Airtex Corporation 1450 B Skees Road West Palm Beach, FL 33411 561-683-3446 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | \$236,517.00 |
| 2. Godfrey Electric, Inc. 1222 Omar Road West Palm Beach, FL 33411 561-833-3753 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | | \$58,688.00 |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| (Please use additional sheets if necessary) | | | | | | | | |
| Total | | | | | | | | \$295,205.00 |
| Total Bid Price \$ 295,205.00 | | | | Total SBE - M/WBE Participation \$295,205.00 | | | | |

I hereby certify that the above information is accurate to the best of my knowledge: Daniela Naranjo Vice President
Signature Title

Note: 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19577
SOLICITATION/PROJECT NAME: WUD SRWRF (Various Building) - HVAC Replacement

Prime Contractor: The Airtex Corporation Subcontractor:

(Check box(s) that apply)
☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/8/18-2/7/21

The undersigned affirms they are the following (select one from each column if applicable):

| Column 1 | Column 2 | Column 3 |
|--|--|-----------------------------------|
| <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
| | <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American | |

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|---|------------|-----------------|---------------------------|------------------------|
| 1 | HVAC systems as specified per plans and specs | | | | \$236,517.00 |
| | HVAC Control System and tie ins excluded | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$236,517.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Godfrey Electric, Inc.
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: \$58,688.00

The Airtex Corporation
Print Name of Prime
By: Daniela Naranjo
Authorized Signature
Daniela Naranjo
Print Name
Vice President
Title
Date: 10/15/2020

Print Name of Subcontractor/subconsultant
By:
Authorized Signature
Print Name
Title
Date:

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19577

SOLICITATION/PROJECT NAME: WUD SRWRF (Various Building) - HVAC Replacement

Prime Contractor: The Airtex Corporation

Subcontractor: _____

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 4/14/22

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
| 1 | Electrical | | | | \$58,688.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$58,688.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____

Price or Percentage: _____

The Airtex Corporation

Print Name of Prime

By: Daniela Naranjo

Authorized Signature

Daniela Naranjo

Print Name

Vice President

Title

Date: 10/15/2020

Godfrey Electric

Print Name of Subcontractor/subconsultant

By: Albert A. Godfrey

Authorized Signature

Albert A. Godfrey

Print Name

President

Title

Date: 10/14/20

Revised 09/17/2019

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

PROJECT NAME: WUD SRWRF (Various Buildings) – HVAC Replacement

PROJECT NUMBER: 19577

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: September 29, 2020

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from “October 8, 2020 by 2:00 PM” to read “October 15, 2020 by 2:00 PM”.

CHANGE TO ATTACHMENT C – PROJECT REQUIREMENTS:

2. **2. SCOPE OF WORK**, delete and replace as follows:

The intent of this job is to remove the existing HVAC systems in Bldg’s B, C, D, E, F, G, and K and install new HVAC systems and associated duct connections and valves as per the engineered drawings (Exhibit “1”) and specifications (Exhibit “2”).

3. **2. SCOPE OF WORK**, Exhibit “1”, delete all work related to “Blower Bldg B”.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: Daniela Naranjo

END OF ADDENDUM

ADD1-1

Palm Beach County
Office of Small Business Assistance

Certifies That


The Airtex Corporation
Vendor # VC0000106536

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from*

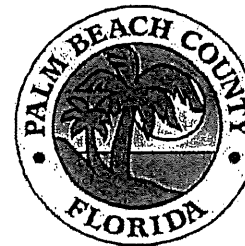
February 8, 2018 - February 7, 2021

The following Services and/or Products are covered under this certification:

**Heating, Air Conditioning and Ventilation Maintenance, Repair and Installation Services
Sheet Metal, Fabricated, Custom-Made Sheet Metal Items**


Allen F. Gray, Manager

December 19, 2017



Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Paulette Burdick
Hal Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator
Verdenia C. Baker

***Palm Beach County
Office of Equal Business Opportunity***


Certifies That

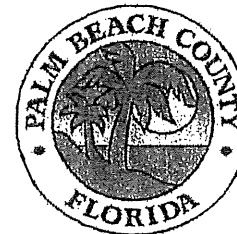
**Godfrey Electric, Inc.
Vendor # VC0000115055**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the
Palm Beach County Code for a three year period from April 15, 2019 to April 14, 2022*

The following Services and/or Products are covered under this certification:

**(91082)Wiring and Other Electrical Maintenance and Repair Services
(91438) Electrical**


Allen F. Gray, Manager
April 15, 2019



Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay,

County Administrator
Verdellia C. Baker

THIS DOCUMENT CONTAINS VOID TEXT ON A BLUE BACKGROUND THAT WILL APPEAR WHEN PHOTOCOPIED



Official Check

64-79/611

5301944806

Purchaser THE AIRTEX CORPORATION

Date October 15, 2020

Cost Center 6070632

Pay FIFTEEN THOUSAND DOLLARS and 00 CENTS

\$15000.00

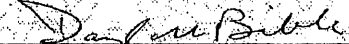
To the Order of PALM BEACH COUNTY BOCC

SunTrust Banks, Inc. by an Authorized Agent

Memo SRWRF

SunTrust Bank

Payable at SunTrust Bank


Authorized Signature

⑈ 5301944806 ⑈ ⑆061100790⑆

7019019996⑈

THIS DOCUMENT CONTAINS VOID TEXT ON A BLUE BACKGROUND THAT WILL APPEAR WHEN PHOTOCOPIED

Official Check

5301944806

Customer Copy Non-Negotiable

THE AIRTEX CORPORATION

October 15, 2020

FIFTEEN THOUSAND DOLLARS and 00 CENTS

\$15000.00

PALM BEACH COUNTY BOCC

SRWRF



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309 | | CONTACT NAME: Alison Inactive Hagan PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: ahagan@bbflaud.com | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------------------|--|--|-------------------------------|--|--------|------------|------------------------------|-------|------------|--------------------------------|-------|------------|--------------------------------------|--|------------|--------------------------|-------|------------|--|--|------------|--|--|
| INSURED The Airtex Corp 1450 B Skees Road West Palm Beach FL 33411 | | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Depositors Insurance Company</td><td>42587</td></tr><tr><td>INSURER B:</td><td>Old Dominion Insurance Company</td><td>40231</td></tr><tr><td>INSURER C:</td><td>StarStone National Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td>Zenith Insurance Company</td><td>13269</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Depositors Insurance Company | 42587 | INSURER B: | Old Dominion Insurance Company | 40231 | INSURER C: | StarStone National Insurance Company | | INSURER D: | Zenith Insurance Company | 13269 | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Depositors Insurance Company | 42587 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Old Dominion Insurance Company | 40231 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | StarStone National Insurance Company | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | Zenith Insurance Company | 13269 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

| | | |
|---|---|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 2020 GL/Auto/XS/WC | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | |

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | Y | ACP3009404043 | 10/30/2020 | 10/30/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | Y | Y | B1P3557Q | 10/30/2020 | 10/30/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | Bus Owns Expd Plus \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | 68260R201ALI | 10/30/2020 | 10/30/2021 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | Z136295902 | 10/30/2020 | 10/30/2021 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| E | Installation Floater | | | ACP3009404043 | 10/30/2020 | 10/30/2021 | Rented/Leased Equip \$100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County is included as additional insured including products and completed operations, for general liability on a primary & non-contributory basis, automobile when required by written contract. Waiver of subrogation applies to general liability, automobile, and workers' compensation when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability.

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| Palm Beach County 2633 Vista Parkway West Palm Beach FL 33411 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |

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IFQ/B ATTACHMENT “A”
Affirmative Procurement Initiatives (“APIs”)
(for IAQ Remediation, Overhead Doors, Painting Weatherproofing, HVAC, Plumbing, Sportslighting)

AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION
PROCUREMENT (“API”s)

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **Waiver**

The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.

☒ **SBE Sheltered Market for Small Construction Contracts**

When at least 3 SBEs are qualified under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☒ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal***

_____ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian, American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

☐ **M/WBE Segmented Subcontracting Goals***

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented

Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

_____ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

_____ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

***FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

**IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract - HVAC**

Contact: Tom McNamara, Capital Improvements Division
Phone: (561) 233-2057
Project Title: WUD SRWRF (Various Building) - HVAC Replacement
Project #: 19577
Project Location: 12751 Hagen Ranch Road, Boynton Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, permit fees and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract - HVAC for additional requirements.
- c. Work to be completed during the hours of 7:30 am to 4:00 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred eighty (180) days of permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection, to include if required any building heat load calculations.

2. SCOPE OF WORK

The intent of this job is to remove the existing HVAC systems in Bldg.'s B, C, D, E, F, G and K and install with new HVAC systems and associated duct connections and valves as per the engineered drawings (Exhibit "1") and specifications provided (Exhibit "2").

3. PRODUCT INFORMATION

Design basis for all equipment specified in this contract is manufactured by Trane; substitutions require owners' prior written approval. Provide, to the Project Manager, all equipment and material cut sheets and manufacturer's project data for all equipment and components for acceptance by the County prior to ordering.

4. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

5. EXISTING EQUIPMENT

- a. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- b. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

6. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

7. TEMPORARY PROTECTION

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

8. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

9. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

10. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

11. INSTALLATION

All materials shall be installed in strict accordance with FBC, NEC and the Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

12. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Compressors shall have a five (5) year warranty.

13. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

14. SECURITY

All bidders must have badged employees as identified below prior to commencement of work.

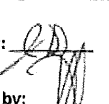

This project is subject to: ☒ Critical Facilities Background Check
☐ CJI Facilities Background Check
☐ No Background Check

In addition to Palm Beach County Criminal History Records Check, the Contractor shall be required to comply with the Water Utilities Department ID Badging Requirements (there is no additional cost to the Contractor, for this badge, unless it is lost or stolen).

PRE-BID Mandatory
PM: Tom McNamara
ANNUAL: HVAC
API: Price Preference

BID SUMMARY

| | | | | | | | | |
|--|--|------------------------|------------------------|--|---------------------------------|-----------------------------|--|--|
| Project Name: | WUD SRWRF (Various Buildings) - HVAC Replacement | | | | | | | |
| Project Number: | 19577 | | | | | | | |
| Bid Opening Date: | 10/15/20 | | | | | | | |
| CONTRACTOR | Florida Mechanical LLC | The Airtex Corporation | Thermal Concepts, Inc. | E.C. Stokes Mechanical Contractors, Inc. | Cedars Electro-Mechanical, Inc. | Precision Air Systems, Inc. | | |
| Local Bidder | Local | Local | Non-Local | Local | Local | Local | | |
| Prime S/M/WBE | Non-SBE | SBE | Non-SBE | Non-SBE | SBE | Non-SBE | | |
| BID | \$272,805.00 | \$295,205.00 | \$303,864.00 | \$315,608.00 | \$319,687.00 | \$368,366.00 | | |
| BID BOND | Yes | \$15,000.00 | No | Yes | Yes | Yes | | |
| ADDENDUMs 1 - ACKNOWLEDGED | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | |
| SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of S/M/WBE.)</small> | Satisfactory | Satisfactory | Missing | Satisfactory | Satisfactory | Satisfactory | | |
| SBE PARTICIPATION | 21.51% | 100.00% | | 18.59% | 94.41% | 0.00% | | |
| SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for <u>each</u> subcontractor, signed by subcontractor and Prime Contractor.)</small> | Satisfactory | Satisfactory | Satisfactory | Satisfactory | Satisfactory | Satisfactory | | |

Bid Documents opened by: 
Bids Documents recorded by: 

Note: Tabulation is not official until checked and certified by Capital Improvements Division

| PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT COMPETITIVE QUOTATION COMPARISON | | | |
|---|--|----------------------------|----------------|
| Project Name: WUD SRWRF (Various Buildings) - HVAC Replacement | | | |
| Project Number: 19577 | | | |
| SOLICITATION DATE: | | Tuesday, September 1, 2020 | |
| QUOTATION RECEIPT DATE: | | Thursday, October 15, 2020 | |
| | Vendor | Dollar Quotation | Comments (SBE) |
| 1 | Florida Mechanical LLC | \$272,805.00 | 21.51% |
| 2 | The Airtex Corporation | \$295,205.00 | 100.00% |
| 3 | Thermal Concepts, Inc. | \$303,864.00 | 0.00% |
| 4 | E.C. Stokes Mechanical Contractors, Inc. | \$315,608.00 | 18.59% |
| 5 | Cedars Electro-Mechanical, Inc. | \$319,687.00 | 94.41% |
| 6 | Precision Air Systems. Inc. | \$368,366.00 | 0.00% |
| | | | |
| | | | |
| | | | |
| Bid opened by: <u>Am De laun</u> 10/15/20 Bid recorded by: <u>Am De laun</u> 10/15/20 | | | |
| SIGNATURE DATE SIGNATURE DATE | | | |
| COMMENTS: The lowest bidder is not responsive to the SBE requirement. The lowest bid is increased by 10% (\$272,805 + 10% = \$300,085.50) as per the re-ranking provision of the SBE Ordinance. This amount is higher than the lowest SBE responsive bidder. Therefore, award is recommended to The Airtex Corporation. | | | |
| ESTIMATE: N/A | | | |
| THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. | | | |
| THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. | | | |
| BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: <u>The Airtex Corporation</u> PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION. | | | |
| Signature <u>Charles G. Hunt</u> | | Date <u>10.21.2020</u> | |
| Approved <u>[Signature]</u> | | Date <u>10.23.20</u> | |

Procurement Project Implementation Group

ATTACHMENT # 6