[ANCHOR MECHANICAL, INC.] RESPONSE DOCUMENT REPORT

RFP No. 20250301

HVAC Services - Facilities Maintenance

RESPONSE DEADLINE: March 30, 2026 at 3:30 pm

Report Generated: Tuesday, April 28, 2026

Anchor Mechanical, Inc. Response

CONTACT INFORMATION

Company:
Anchor Mechanical, Inc.

Email:
mfleming@anchormechanical.com

Contact:
Matt Fleming

Address:
1983-1985 10th Ave N
Lake Worth, FL 33461-3361

Phone:
(773) 859-1691

Website:
https://www.anchormechanical.com

Submission Date:
Mar 30, 2026 12:54 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 24, 2026 2:05 PM by Matt Fleming

QUESTIONNAIRE

1. Mandatory Forms

PROPOSAL UPLOAD*
1.1_Proposal_Upload.pdf

PROPOSER'S GENERAL INFORMATION WORKSHEET*
It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- PSL-_Proposer's_General_Inf...

1.2_Proposer's_General_Information_Worksheet.docx

E-VERIFY FORM *
Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

Notarized_1.3_E-Verify_Form.pdf

NON-COLLUSION AFFIDAVIT*
Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

1.4_Non-Collusion_Affidavit.pdf

SUPPLIER LOCATION CERTIFICATION
Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

1.5_Notarized_15_Supp_Loc_Cert.pdf

COPY OF W-9*
1.6_Copy_of_W-9.pdf

COPY OF CERTIFICATE OF INSURANCE*
1.7_Copy_of_Certificate_of_Insurance.pdf

COPY OF YOUR LICENSE(S) AND CERTIFICATION(S) RELEVANT TO THIS TYPE OF WORK.*
1.8_Licenses.pdf
1.8_Licenses_B.pdf
EPA_Certifications.docx
City_of_LW_Business_Lic_2026.pdf

2. Electronic Confirmation

CONE OF SILENCE AND COMMUNICATION DOCUMENT*

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The “Cone of Silence” is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Confirmed

DRUG FREE WORKPLACE*

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Confirmed

CONTRACTOR'S CODE OF ETHICS*
The City of Port St Lucie ("City), through its Procurement Management Division ("Procurement Management Division") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.
- Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.

◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.

◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:

o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor Contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

Confirmed

AFFIDAVIT OF NONGOVERNMENT ENTITY ANTI-HUMAN TRAFFICKING LAWS*

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder (“Entity”), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Confirmed

VENDOR SCRUTINIZED COMPANIES LIST CERTIFICATION*

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Confirmed

I CERTIFY THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS IN THIS SOLICITATION, AND THAT I AM AUTHORIZED TO SUBMIT THIS RESPONSE ON BEHALF OF MY COMPANY.*
Confirmed

PRICE TABLES

GROUP A: LABOR RATES

For Evaluation Purposes Only

Line Item	Description	Estimated Hours	Unit of Measure	Hourly Rate	Total
1	HVAC Technician: Normal Rate	400	Hourly	$110.00	$44,000.00
2	HVAC Technician: Overtime Rate	150	Hourly	$154.00	$23,100.00
3	HVAC Helper: Normal Rate	300	Hourly	$95.00	$28,500.00
4	HVAC Helper: Overtime Rate	100	Hourly	$133.00	$13,300.00
TOTAL					**$108,900.00**

GROUP B: PARTS AND MATERIALS

For Evaluation Purposes Only Enter Mark-Up % in decimal format

Line Item	Description	Expenditure	Unit of Measure	Mark-Up %	Total
1	Proposers shall indicate a percentage mark up from cost for parts and materials. The City estimates an annual expenditure of $25,000.00 on HVAC parts and materials.	25,000	%	$0.15	$3,750.00
TOTAL					**$3,750.00**

Anchor Mechanical Incorporated
Division of Anchor USA Group
1983 10th Ave N, Lake Worth, FL 33461
(561) 444-2956 Fax 312-492-6996
www.anchormechanical.com

ANCHOR MECHANICAL, INC.

PROPOSAL FOR HVAC SERVICES – FACILITIES MAINTENANCE

RFP Title: HVAC Services – Facilities Maintenance
RFP Number: 20250301
Proposer: Anchor Mechanical, Inc.
Servicing Branch: Lake Worth, Florida
Contact: Matt Fleming, Account Manager
Phone: 773-859-1691
Email: mfleming@anchormechanical.com
Date: 3/30/26

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Anchor Mechanical Incorporated
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1. QUALIFICATIONS & PERSONNEL EXPERIENCE

Company Overview

Anchor Mechanical is a full-service mechanical contractor providing HVAC, CHILLER services, refrigeration, electrical, plumbing, process piping, and other mechanical services across the U.S. and internationally. Founded in Chicago in 1997 and since expanded to operate in multiple major cities including Dallas: San Francisco, Tampa Bay, West Palm Beach, Washington, D.C and Dublin, Ireland. Anchor Mechanical emphasizes safety, integrity, and quality in its operations, offering 24/7 emergency services. The company has been involved in over 1,000 active projects, contributing to the development of both residential and commercial infrastructures

Vision Statement: At Anchor Mechanical, we deliver efficient, cost effective solutions for all your building needs.

Anchor Mechanical, Inc. is pleased to submit this proposal to provide HVAC Services – Facilities Maintenance for the City of Port St. Lucie. With decades of combined experience servicing municipal, commercial, and institutional facilities, Anchor Mechanical delivers dependable, high-quality HVAC solutions with a strong emphasis on responsiveness, safety, and system performance.

Our South Florida operations, based in Lake Worth, position us to meet and exceed the City's required response times, ensuring rapid deployment for both general and emergency service calls.

We understand the City's objective to establish a reliable, responsive, and cost-effective HVAC service partner. Anchor Mechanical is uniquely qualified to deliver:

- 24/7 emergency response capabilities
- Experienced, licensed technicians
- Proven municipal project experience
- Transparent, time-and-material pricing
- Strong quality control and accountability measures

With average sales averaging around 20 million the previous five years, Our team is committed to maintaining the City's facilities at peak operational performance while minimizing downtime and disruption.

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Key Personnel/ Officers

Michael Rosner – President/ Founder

Brett Kornbluth- Branch Manager- 954-758-1859- bkornbluth@anchormechanical.com

Matt Fleming- Account Manager- 773-85-1691- mfleming@anchormechanical.com

Mark Horne- Service Manager- 561-679-9605- mhorne@anchormechanical.com

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www.anchormechanical.com

Matthew Fleming

Pompano Beach, FL | 773-859-1691 | Matty.flem@gmail.com

Background

Facilities Management Professional with over a decade of experience in Facility Operations, HVAC Operations, Project Management, and Customer Relations across Entertainment Venues, Universities, and Mechanical Services

Core Competencies

Facility & Operations Management | HVAC, Electrical & Plumbing Systems | Preventive Maintenance Programs | Budgeting & Cost Control | Vendor & Subcontractor Management | Staff Supervision & Training | Project & Capital Planning | OSHA/EPA Compliance | BAS/HVAC Controls | Customer & Client Relations

Professional Experience

Anchor Mechanical – Deerfield Beach, FL

Sales Engineer/ Account Manager | Sept 2022 – Present

- Lead service operations for commercial HVAC accounts across South Florida, overseeing preventive maintenance programs, repairs, and emergency service for diverse client facilities.
- Manage a team of technicians, coordinating work orders, scheduling, and quality control to ensure compliance with client standards and OSHA/EPA regulations.
- Develop proposals and sales engineering solutions, including capital project planning, retrofits, and energy efficiency upgrades.
- Secured multi-year government contracts with the St Lucie School District, Town of Palm Beach, City of Miami Gardens, and Collier County within first year of employment.

Loyola University – Chicago, IL

Operating Engineer | Jan 2019 – Aug 2022

- Installed, maintained, and repaired HVAC, steam boilers, pumps, and hot water systems across a 52-building campus.
- Conducted preventive maintenance, walk-through inspections, and system calibrations to optimize equipment performance.
- Executed troubleshooting and repairs ensuring uninterrupted facility operations.
- Managed BAS system across campus operations.

Education & Certifications

Triton College – River Grove, IL

Certificate in Facility Engineering Technology

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Brett Kornbluth

Branch Manager | Anchor Mechanical, Inc.
Email: bkornbluth@anchormechanical.com | Phone: (954) 758-1859

Professional Summary

Dynamic and results-driven Branch Manager with over 20 years of experience in HVAC, plumbing, and electrical systems sales and service across commercial and municipal sectors. Expertise in business development, project estimation, building automation, and strategic operations. Proven success in managing teams, driving revenue growth, and delivering mechanical solutions tailored to client needs.

Professional Experience

Anchor Mechanical, Inc. | Branch Manager Apr 2022 – Present | United States (On-site) - Lead operations for HVAC, plumbing, and electrical service and construction teams. - Drive business development initiatives and oversee branch growth strategy. - Manage project estimation, sales operations, and controls integration. - Interface with city officials, engineers, and construction managers on public and private sector projects.

Precision Air Systems | Sales Engineer Apr 2019 – Apr 2024 | Wellington, Florida - Developed mechanical solutions for large-scale HVAC applications. - Provided technical sales and estimation for system retrofits and maintenance. - Built strong client relationships and contributed to regional market expansion.

Debonair Mechanical, Inc. | Sales Executive Jun 2017 – Mar 2019 - Managed sales of HVAC systems and services for commercial clients. - Conducted on-site evaluations and generated scopes for customized installations. - Negotiated contracts and assisted in strategic pricing proposals.

Siemens | Sales Executive Jan 2012 – Jun 2017 - Specialized in mechanical and controls sales for building automation systems. - Coordinated with design engineers to deliver customized energy-efficient solutions. - Supported large-scale municipal and private projects with controls integration.

Johnson Controls | Sales Executive Mar 2003 – Jan 2009 - Focused on service sales and retro-fit projects for commercial HVAC systems. - Delivered tailored maintenance and upgrade plans to clients across sectors.

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www.anchormechanical.com

Mark Horne

3985 Island Club Circle W, Lake Worth, FL 33467
mhorne@anchormechanical.com. 561.679.9605

Professional Summary

Experienced HVAC Technician and Service Manager with over 30 years in the industry. Specialized in Indoor Air Quality, Cooling Towers, Pumps, and Chillers. Proven leader with certifications and a dedication to safety, efficiency, and exceptional service delivery. Skilled at troubleshooting and repairing a variety of chillers from various manufacturers including Carrier, Trane, York, Dunham-Bush & McQuay.

Certifications & Licenses

- Licensed HVAC Technician, Local 630
- Class B AC License
- A2L Certified
- OSHA Certified

Professional Experience

Anchor Mechanical- Lead HVAC Technician & Service Manager
2022 – Present

- Manage service operations for HVAC, Electrical, and Plumbing dispatching technicians.
- Teach and provide technical training and oversight to HVAC department.
- Focus on maintaining and optimizing cooling towers, pumps, chillers, and IAQ systems.
- Lead preventive maintenance initiatives to improve system reliability and performance.
- Ensure compliance with safety standards, EPA regulations, and client specifications.

Precision Air Systems Wellington, Florida

HVAC Technician
August 2001 – February 2022

- Performed maintenance and repair of HVAC systems across commercial and residential settings.
- Specialized in cooling tower optimization and IAQ solutions, improving system efficiency.
- Installed air conditioning systems with strict adherence to industry codes and standards.
- Delivered high-quality service, ensuring client satisfaction and repeat business.

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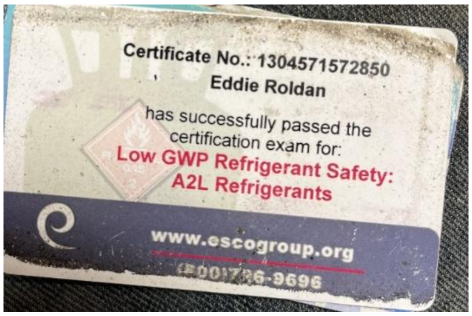
Technician Certifications & Licenses

A2L Refrigerant Safety Certification- Eddie Roldan

(Low GWP Refrigerant Safety – A2L Certification)



EPA Universal Certification – Anthony Rivas

(ESCO Institute – EPA Approved Universal Certification)

EPA Section 608 Certification / Broward Mechanical Journeyman- Clayton Peterson

(United Association EPA 608 + Broward County Mechanical Journeyman License

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EPA Universal Certification – Matthew Fleming

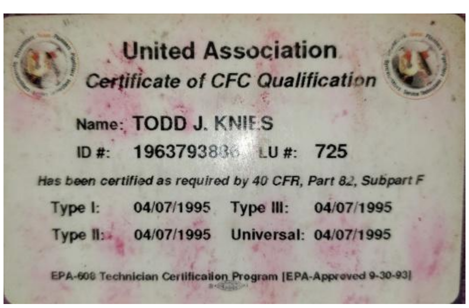
(Mainstream Engineering – EPA Clean Air Act Section 608 Universal)

EPA Universal Certification – Frank Desousa

(United Association- EPA 608)

EPA Universal Certification- Todd Knies

(United Association-EPA-608)



***If awarded bid, Anchor Mechanical can submit additional Technician certifications that we will have dedicated to the account.**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCCOY, DAVID STEVEN

ANCHOR MECHANICAL, INC.
3677 23RD AVE S UNIT C- 102
LAKE WORTH FL 33461

LICENSE NUMBER: CMC1251176

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2. WORK HISTORY / REFERENCES

Relevant Experience

Anchor Mechanical has successfully delivered HVAC services for municipalities and large-scale facilities, including:

- Preventative maintenance programs
- Emergency repair services
- Equipment replacement projects
- System optimization and diagnostics

We have extensive experience performing HVAC services of similar size and scope across municipal, educational, commercial, and institutional facilities throughout South Florida. Our work includes preventative maintenance programs, emergency service response, system diagnostics, equipment replacements, and full mechanical system installations. We currently serve as the primary HVAC service provider for the St. Lucie Public School District, supporting multiple campuses with ongoing maintenance and repair services, and have successfully completed large-scale mechanical projects including chilled water air handling systems, VAV distributions, and critical environment installations. Our team is experienced in managing multi-site service operations, adhering to strict response time requirements, and coordinating with facility personnel to minimize operational disruptions. This breadth of experience allows Anchor Mechanical to deliver reliable, high-quality HVAC services that align with the requirements and expectations outlined in this solicitation.

Representative Municipality Clients

- St. Lucie County School District: RFP 25-05: Primary Mechanical HVAC Contractor across 50 + Schools
- Town of Palm Beach: Primary Contractor: ITB NO. 2025-015: HVAC Maintenance and Repair across 18 Palm Beach Facilities
- City of Miami Gardens: ITB-24-25-010: Primary Contractor Annual Maintenance for HVAC Systems and Controls across City Hall, Police, and Fire Departments
- Collier County- Primary Contractor: Solicitation 24-8306: HVAC Preventative Maintenance Services across 275 County facilities throughout Collier County

In Addition to our work in Florida, our headquarters branch in Chicago, Illinois has over 20+ years experience with municipalities such as: University of Illinois and Chicago, University of Illinois and Urbana- Champaign, The Illinois Tollway, and the City of Chicago Department of Water Management, Park District and Transit Authority. Insight into some past projects are below:

1. **Illinois Tollway Plaza 21 – Boiler Replacement Job Order Number: IL-15-0081H-ANC-20-010.01**

• Replaced three (3) existing boilers with QTY (2) High Efficiency 1.5 MBTU (total capacity) Clever Brooks boilers, in accordance with manufacturer recommendations.

• Ran new breeching and replaced all associated ductwork

• Replaced all existing boiler piping as required to accommodate the new boiler including necessary valves, gauges, sensors, check valves, gas regulators, air separators etc.

• Ran new wire and replaced the existing circulation motors, pumps, and expansion tanks to accommodate the new boiler.

• Provided water analysis, installed new chemical feed system along with side stream filter and glycol lines

• Performed all closeout duties including providing system start-up reports, as-built drawings and operating and maintenance manuals

Prime Contractor

Cost: $2,630,000.00

Owner: Chicago Transit Authority Contact: Robert Cheval

2. **Ductless Split AC Unit for Radio Lab Job Order Number: IL-15-0081H-ANC-20-024.00**

• Furnish and install a 3 Ton outdoor Condensing unit on the south wall of the radio lab with brackets and hail guard

• Furnish and Install 9,000 BTU ceiling mounted cassette in the small office

• Furnish and Install 12,000 BTU ceiling mounted cassette in the lab

• Furnish and Install 12,000 BTU wall mounted cassette in the lab

• Install new drains for each cassette, pitched properly to drain out water on the south side. Provided new wall penetrations to accommodate drain.

• Install new line sets for the new condenser

• Insulated all copper line sets

• Perform necessary electrical work including installation of any new conduits, cables, and/or breakers.

• Provided new ductless split unit integration to Building Automation System with an upgrade to N4 technology

Prime Contractor
Cost: $70,000
Owner: Illinois Tollway
Contact: Dave Donovan 630-241-6800 EXT1200

St. Lucie PUBLIC SCHOOLS
AN "A" RATED DESTINATION DISTRICT

SUPERINTENDENT
Dr. Jon R. Prince

9461 Brandywine Lane
Port St. Lucie, FL 34986
772.429.3600
www.stlucieschools.org

March 26th, 2026

To City of Port St Lucie,

I am pleased to recommend Anchor Mechanical, Inc. based on their ongoing performance as the primary HVAC mechanical service provider for the St. Lucie Public School District since November 2024. Anchor Mechanical has supported our facilities with preventative maintenance, emergency repairs, system diagnostics, and mechanical upgrades across multiple campuses, consistently demonstrating strong technical expertise, professionalism, and reliability. Their team has been highly responsive, meeting or exceeding required response times while effectively maintaining system operations and minimizing disruptions to our schools. They communicate clearly, coordinate well with district personnel, and perform all work in accordance with applicable codes and industry standards. Based on our experience, Anchor Mechanical has proven to be a dependable and capable partner, and I would confidently recommend them for HVAC services, maintenance programs, and mechanical system projects.

Sincerely,
Joseph Carr
HVAC Operations Manager
St. Lucie Public School District
joseph.carr@stlucieschools.org
772-340-4818

Proctor Construction Company
2050 US Highway 1, Suite 200
Vero Beach, FL 32960
(772) 234-8164
www.proctorcc.com

I am pleased to provide this letter of recommendation on behalf of Anchor Mechanical, Inc., based on our experience working together on a project at the Veterans Affairs Medical Center in West Palm Beach, Florida.

Proctor Construction Company is committed to delivering high-quality construction services with a strong emphasis on coordination, safety, and execution on technically demanding and regulated projects. Anchor Mechanical proved to be a highly capable and reliable partner throughout this project and consistently met the expectations required for work within a federal healthcare facility.

As part of this project, Anchor Mechanical was responsible for the installation and integration of a Daikin chilled water air handling unit, along with nineteen (19) VAV boxes, four (4) fan-powered HEPA filtration boxes, and two (2) exhaust fans. This scope required precise coordination, strict adherence to specifications, and a high level of attention to detail due to the critical nature of the environment.

Based on our experience, I would highly recommend Anchor Mechanical, Inc. for HVAC installations, system upgrades, and complex mechanical projects. They are a professional contractor, and we would not hesitate to work with them again on future projects.

Sincerely,
Scott Delaney
Project Manager
sdelaney@proctorcc.com
856-986-7099

THE STONE
GROUP
TSG

3/25/2026

To Whom It May Concern,

I am writing to recommend Anchor Mechanical based on their work on the 545 Wyn project in Miami, Florida, where they played a key role in the mechanical buildout of the facility in addition its continual preventative maintenance. Throughout the project, Anchor Mechanical demonstrated a high level of skill, coordination, and attention to detail, ensuring that all HVAC components were installed efficiently and in alignment with project requirements. Based on our experience, Anchor Mechanical is a reliable and capable contractor that I will be working with on future projects and recommend. In addition to the Wyn project, I have worked with their team on countless other projects over the years.

Sincerely,

Ray Keatts
The Stone Group
ray.keatts@thestone.group
561-339-7799

3. PROCEDURES, MATERIALS, EQUIPMENT & METHODS

Service Approach

Anchor Mechanical utilizes a structured and proactive service delivery model designed to ensure reliability, efficiency, and compliance across all HVAC systems. Upon receipt of a service request, our team initiates a standardized workflow that includes immediate acknowledgment, prioritization based on urgency, and assignment of qualified personnel. Emergency calls are escalated and dispatched in accordance with required response times, while routine service requests are scheduled in coordination with the City's designated representative.

Prior to performing any work, our technicians conduct a comprehensive site evaluation to assess system condition, identify root causes of issues, and develop an appropriate scope of work. For larger projects or system modifications, Anchor Mechanical performs detailed pre-job planning, including site walkthroughs, equipment verification, and coordination meetings to ensure alignment with project requirements.

All work is documented through service reports that include findings, actions taken, and recommendations for future maintenance or improvements. Estimates for repairs or projects are submitted in a detailed, itemized format for approval prior to execution, ensuring full transparency and cost control.

Equipment Standards & Materials

Anchor Mechanical is committed to utilizing high-quality, OEM-compliant materials and equipment that meet or exceed manufacturer specifications and industry standards. We regularly work with leading manufacturers including Trane, Daikin, Carrier, Bosch, and Vertiv (Liebert), ensuring compatibility, reliability, and long-term performance of installed components.

All replacement parts, including compressors, motors, VAV boxes, controls, and ancillary components, are selected based on system requirements and availability of manufacturer warranties. Materials are handled and stored in accordance with best practices to prevent damage or contamination prior to installation.

For critical environments such as data rooms, healthcare facilities, and specialized filtration systems, Anchor Mechanical ensures that all components, including HEPA filtration units and fan-powered boxes, meet required performance and air quality standards.

Tools and Equipment Utilized

Anchor Mechanical equips its technicians with industry-leading diagnostic and service tools to ensure accurate troubleshooting and efficient repairs. This includes:

- Digital refrigerant gauges and analyzers
- Combustion analyzers
- Airflow measurement devices (anemometers, balometers)
- Thermal imaging cameras
- Electrical testing equipment (multimeters, megohmmeters)
- Recovery machines and vacuum pumps
- Coil cleaning and flushing equipment

Our team also utilizes specialized equipment for larger projects, including rigging support, lifts, and material handling equipment, ensuring safe and efficient installation of mechanical systems.

Methods of Execution

All HVAC services are performed in accordance with manufacturer guidelines, industry best practices, and applicable codes, including NEC, OSHA, EPA, and Florida Building Code requirements. Anchor Mechanical follows a methodical approach to all service and installation work:

1. **Inspection & Diagnosis** – Identify system deficiencies and root causes
2. **Recommendation & Approval** – Provide clear scope and cost breakdown
3. **Execution** – Perform work using qualified personnel and proper tools
4. **Testing & Verification** – Confirm system performance and operation
5. **Documentation & Reporting** – Provide detailed service reports and recommendations

For installations and system upgrades, our team ensures proper commissioning, including system balancing, calibration, and verification of operational performance.

Anchor Mechanical Incorporated
Division of Anchor USA Group
1983 10th Ave N, Lake Worth, FL 33461
(561) 444-2956 Fax 312-492-6996
www.anchormechanical.com

Safety & Compliance

Safety is a core component of Anchor Mechanical's operations. All technicians are trained to follow OSHA standards and site-specific safety requirements. We maintain strict adherence to:

- Lockout/Tagout procedures
- PPE requirements
- Hazard communication standards
- Safe refrigerant handling and recovery practices

Additionally, all work is performed in compliance with EPA regulations and environmental guidelines.

RESPONSE & SERVICE PLAN

Anchor Mechanical meets or exceeds all required response times:

Emergency Services

- Response within 1 hour
- Technician onsite within 4 hours

General Services

- Response within 4 hours
- Dispatch within 48 hours

We maintain 24/7 communication availability via phone, email, and mobile dispatch. Though our office is 50 miles from St. Lucie, our technicians work from their fully stocked vans and can respond when called upon. Due to our contract with the school district, we have ample support in the St Lucie County.

PROJECT MANAGEMENT & QUALITY CONTROL

Anchor Mechanical implements strict project management and QA/QC procedures:

- Dedicated account manager for coordination service calls
- Dedicated team member for billing
- Pre-job site inspections
- Detailed cost estimates and approvals
- Internal quality inspections prior to City review
- Deficiency correction within 1–2 business days

Our approach ensures all work meets or exceeds City expectations while maintaining accountability and transparency.

4. Insurance

Anchor Mechanical, Inc. agrees to maintain in full force and effect at all times during the life of this contract, insurance coverage and limits, including endorsements, as required by the City of Port St. Lucie. This includes, but is not limited to, Workers' Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability insurance policies, all in accordance with the specifications outlined in the RFP.

Coverage shall be written on a primary and non-contributory basis where required and shall include all applicable endorsements, including additional insured status, waiver of subrogation, and notice of cancellation provisions.

Anchor Mechanical further agrees to provide all required certificates of insurance, endorsements, and documentation naming the City of Port St. Lucie as an additional insured where applicable, prior to commencement of work and throughout the duration of the contract. All policies shall be maintained with carriers rated A:VII or better and shall remain in continuous effect without lapse for the entire contract term.

Anchor Mechanical shall ensure that all subcontractors maintain the same insurance requirements and shall provide proof of such coverage upon request. Failure to maintain required insurance coverage shall be considered a material breach of contract.

COMPLIANCE & CERTIFICATIONS

Anchor Mechanical certifies:

- Licensed to operate in the State of Florida
- EPA Universal Certification for all technicians
- Full compliance with all RFP requirements
- No conflicts of interest
- No disqualifying litigation

All required documentation will be included in final submission.

Anchor Mechanical Incorporated
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1983 10th Ave N, Lake Worth, FL 33461
(561) 444-2956 Fax 312-492-6996
www.anchormechanical.com

COST PROPOSAL

Anchor Mechanical submits the following pricing in accordance with the City's required cost structure:

GROUP A: LABOR RATES

Description	Hourly Rate ($)
HVAC Technician (Journeyman) – Regular Time	110.00
HVAC Technician (Journeyman) – Overtime	154.00
HVAC Helper – Regular Time	95.00
HVAC Helper – Overtime	133.00

GROUP B: PARTS & MATERIALS

- Markup on Parts & Materials: **15%**

PRICING STRATEGY & VALUE

Anchor Mechanical's pricing is structured to provide the City with a competitive and transparent cost model while ensuring high-quality service delivery. Our rates reflect:

- Highly experienced, licensed technicians
- Rapid response and 24/7 availability
- Efficient service execution to reduce total cost of ownership
- Competitive material markup aligned with industry standards

Anchor Mechanical is committed to delivering best value—not just lowest cost—by minimizing downtime, preventing repeat failures, and ensuring long-term system performance.

Anchor Mechanical Incorporated
Division of Anchor USA Group
1983 10th Ave N, Lake Worth, FL 33461
(561) 444-2956 Fax 312-492-6996
www.anchormechanical.com

WHY ANCHOR MECHANICAL

- Local South Florida presence
- Proven municipal experience
- Rapid emergency response
- Highly experienced technicians
- Strong quality control and accountability

Anchor Mechanical is committed to delivering exceptional service and becoming a trusted partner to the City of Port St. Lucie.

Submitted by:
Matt Fleming
Account Manager
Anchor Mechanical, Inc.
Phone: 773-859-1691
Email: mfleming@anchormechanical.com

PROPOSER'S GENERAL INFORMATION WORK SHEET

1. Corporation, Partnership, Joint Venture, Individual or other?
___________Anchor Mechanical Inc___________________________

2. Firm's name and main office address, telephone and fax numbers

Name: Anchor Mechanical

Address: 1983-1985 10th Ave North, Lake Worth Fl 33461

Telephone Number: 561-444-2956

Fax Number:

3. Contact person: ___Matt Fleming______________________________ Email: ________mfleming@anchormechanical.com_________________________

4. Firm's previous names (if any). ____

5. How many years has your organization been in business?___________29__________________

6. Is the firm claiming Local Preference under City Ordinance 35.12? YES / **NO**

7. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Proposer; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred:
____NA_________

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:
Engineer Name and Phone Number:
Date:
Reason:

Insert additional projects if needed.

8. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (X)

If yes, please explain:

9. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

__No Pending Lawsuits_

(N/A is not an acceptable answer - insert lines if needed)

10. List any judgments from lawsuits in the last five (5) years:

_____NoLawsuits_

(N/A is not an acceptable answer - insert lines if needed)

11. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

____________NoViolations_

(N/A is not an acceptable answer - insert lines if needed)

Matt Fleming — Signature

Account Manager — Title

PORT ST. LUCIE
HEART OF THE TREASURE COAST

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number 2990374

Date of Authorization 3/24/2026

Name of Contractor Anchor Mechanical

Name of Project HVAC Services- Facilities Maintenance

Solicitation Number (If Applicable) 20250301

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 24, 20 26 in Pompano Beach (city), Fl (state).

M fleming
Signature of Authorized Officer

Matthew Fleming
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 24 DAY OF March, 20 26

NOTARY PUBLIC C R Keohane

My Commission Expires: 11/9/2027

NOTARY PUBLIC STATE OF FLORIDA
CARRIE L. KEOHANE
MY COMMISSION # HH 420079
EXPIRES: November 9, 2027

PORT ST. LUCIE
HEART OF THE TREASURE COAST

NON-COLLUSION AFFIDAVIT

State of Florida }

County of Palm Beach }

Matt Fleming, being first duly sworn, disposes and says that:
(Name/s)

1. They are Account Manager of Anchor Mechanical the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

PORT ST. LUCIE

HEART OF THE TREASURE COAST

(Signed) Mfleming

(Title) Matt Fleming Account Manager

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* March 24, 2026

by: Matthew Fleming who is personally known to me or who has produced

__________ as identification and who did (did not) take an oath.

Commission No. HH420079

Notary Print: Carrie L. Keohane

Notary Signature: CJ Keohane

NOTARY PUBLIC STATE OF FLORIDA
CARRIE L. KEOHANE
MY COMMISSION # HH 420079
EXPIRES: November 9, 2027

PORT ST. LUCIE
HEART OF THE TREASURE COAST

SUPPLIER LOCATION CERTIFICATION

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

a) How far is the Supplier's fixed office or distribution point located from City Hall; and

b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name: Anchor Mechanical	
Current Local Address: 1983-1985 10th Ave North, Lake Worth 33461 Length of time at this address: 18 Months	Phone: 561-444-2956 Fax:
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation. Length of time at this address:	
Home Office Address: 255 N California, Chicago Illinois 60612 Length of time at this address: 20 Years +	Phone: 312-492-6994 Fax:

(Signed) MFleming

(Title) Account Manager

CARRIE L. KEOHANE
MY COMMISSION # HH 420079
EXPIRES: November 9, 2027
NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* March 30, 2026

by: Matthew Fleming who is personally known to me or who has produced

_______________ as identification and who did (did not) take an oath.

CLKeohane Commission No. HH 420079

Notary (print & sign name)
Carrie L. Keohane

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Anchor Mechanical, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor
- ☐ C corporation
- ☒ S corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

- ☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
255 N California Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Chicago, IL 60612

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - __ - ____

or

Employer identification number
36 - 4248861

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Gina Restivo **Date** 01/12/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

City of Port St. Lucie

20250301

HVAC SERVICES - FACILITIES MAINTENANCE

RELEASE DATE: February 27, 2026
RESPONSE DEADLINE: March 30, 2026, 3:30 pm

Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic Request for Proposals ("RFP") is being issued to establish a contract with a qualified contractor who will provide HVAC Services - Facilities Maintenance to the City of Port St. Lucie (hereinafter, "City") as further described in this RFP.

A descriptive overview of the City can be found at https://www.cityofpsl.com/discover-us/about-psl . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the RFP Process

The objective of the RFP is to select one (1) or more qualified Proposer (as defined by Section 1 – "Purpose of Procurement") to provide the goods and/or services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from proposers for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers' responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be posted to the electronic bidding system.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to "Selection and Award," of this RFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

1.3. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of RFP:	February 27, 2026
Question Submission Deadline:	March 16, 2026, 4:00pm
Question Response Deadline:	March 23, 2026, 3:30pm

Response Submission Deadline:	March 30, 2026, 3:30pm 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 OMB Conference Room #390 Microsoft Teams meeting https://teams.microsoft.com/meet/26225259762005?p=eQ1CjOKK0jA8wvcMEC Meeting ID: 262 252 597 620 05 Passcode: 87NR2fY2 Dial in by phone +1 561-437-3554, Find a local number Phone conference ID: 721 774 26#

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

Max Previlon, Procurement Contracting Officer III

O. 772-871-5224

mprevilon@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

-Proposer(s) – companies desiring to do business with the City (Also called “Bidder,” “Contractor,” or “Offeror.”)

-City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this RFP.

-Immaterial Deviation – does not give the Proposer a substantial advantage over other Proposers.

-Material Deviation – gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

-Procurement Management Division ("PMD")- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

-Responsible – means the Proposers, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

-Responsive – means the Proposer whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

-Sourcing Platform/Electronic Bidding System – OpenGov

Any special terms or words which are not identified in the City's RFP Document may be identified separately in one or more attachments to the RFP.

1.6. Contract Term

The Initial term of the contract(s) is for three (3) calendar years from the execution date. The City shall have two (2) 1-year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Contract Amendment.

In the event that the Contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this RFP states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department (PSLPD). All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the PSLPD. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

2. Scope of Work

2.1. SCOPE OF WORK (including specifications)

The City of Port St. Lucie is seeking competitive proposals from qualified, licensed, and experienced providers for the delivery of Heating, Ventilation, and Air Conditioning (HVAC) services and repairs at various City-owned facilities. These services will support the Facilities Maintenance Department in ensuring the proper operation and repair of HVAC systems across municipal buildings.

The awarded Proposer must be registered to practice in the State of Florida and shall be responsible for performing HVAC-related services, including General and Emergency services, diagnostics, repairs, and other associated functions in accordance with the terms and conditions outlined in this Request for Proposal (RFP).

All HVAC services and repairs performed under this contract shall comply with applicable federal, state, and local codes, standards, and regulations, and shall reflect current industry practices and accepted usage.

General and Emergency HVAC Services and Repairs.

Awarded Proposer(s) shall provide general and emergency HVAC services on a time-and-material basis. The scope of each repair or service shall be mutually agreed upon by the City and the contractor prior to commencement.

The awarded Proposer(s) shall be capable of performing comprehensive HVAC maintenance and repair services, including but not limited to the following tasks:

- Air filter cleaning and replacement
- Thermostat battery replacement
- Evaporator and condenser coil cleaning
- Refrigerant level evaluation and adjustment
- Ductwork inspection and minor leak sealing
- Condensate drain line cleaning
- Motor and component lubrication
- System performance calibration
- Electrical and mechanical connection tightening
- Air duct inspection and cleaning

- Thermostat, motor, compressor, and bearing replacement

Additional Services

On an as-needed basis, the contractor may be required to perform:

- System modifications
- New HVAC installations
- Project work and emergency repairs

All estimates must include detailed time and material charges and be pre-approved via authorized Purchase Order.

Pricing Requirements

- For evaluation purposes only, proposer(s) shall provide hourly labor rates based on estimated hours. The City does not guarantee a minimum or maximum number of hours under this contract.
- Proposer(s) shall also provide a mark-up percentage for parts and materials used in general and emergency repairs.

2.2. Proposer's Responsibilities

- Furnish all labor, materials, tools, equipment, and transportation.
- Notify the City of unforeseen repairs; obtain pre-approval for additional work.
- Acquire necessary permits and submit fees for reimbursement.
- Use OEM-compliant parts with applicable warranties.
- Minimize disruption and restore work areas post-service.
- Repair any damage to City property at contractor’s expense.
- Remove all debris and correct cleanup deficiencies within 24 hours.
- Address unsatisfactory work within one business day at no extra cost.
- Perform all services professionally and in accordance with manufacturer specifications.

2.3. Minimum Qualifications and Responsiveness Requirements (Pass/Fail)

Proposals must meet the minimum qualifications listed below to be considered responsive. These requirements will be evaluated on a pass/fail basis. Proposals that do not meet all minimum qualifications will not proceed to the scored evaluation phase.

- Proposer(s) shall have at minimum one (1) employee certified or registered as HVAC Contractor License issued by the Florida DBPR (Certified licenses allow statewide work; Registered licenses are county-specific). A copy of the license should be provided with the Proposal submittal.
- Proposer's or Proposer subcontractor's technician(s) must have successfully completed the Environmental Protection Agency (EPA) Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. Copies of all technicians' EPA universal certifications shall be provided with the proposal submittal.
- Proposer or Proposer's Subcontractor shall provide three (3) different references on company's letterhead, or email from customers to whom the Proposer or Proposer's Subcontractor has provided or is currently providing HVAC services as described throughout this Solicitation. In lieu of the references from the Proposer or Proposer's Subcontractor, the City will consider the references from Proposer's key personnel. The references should include the customer's company name, and the contact person's name, title, address, telephone number, and e-mail address, who can verify that the Proposer/key personnel/Subcontractor has successfully provided the services. These references shall ascertain to the City's satisfaction that the Proposer/key personnel/Subcontractor has sufficient expertise in the industry, and its firm is properly equipped to perform the required services.

2.4. Compliance

All work must comply with:

- National Electrical Code (NEC/NFPA 70)
- OSHA and EPA regulations
- Applicable state and local building codes

2.5. Delivery

- The awarded Proposer(s) shall coordinate with the designated City representative to schedule delivery of all equipment and/or parts required for the project. Deliveries shall occur at the job site between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time, Monday through Friday, excluding official City holidays. The awarded Proposer(s) is responsible for ensuring timely and properly scheduled deliveries to avoid disruption to project activities.
- All deliveries will be F.O.B. to destinations (departments) within the City of Port St Lucie, Florida and with freight fully prepaid.
- Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the bidder at no cost to the City.

2.6. Labor Rates and Work Hours

Labor Charges: Labor rates shall begin upon the awarded Proposer(s)'s arrival at the job site and conclude upon completion of work for that day. A one-hour minimum labor charge applies, with additional time billed in quarter-hour increments.

Personnel Requirements: All work is expected to be performed by a single service technician unless prior written approval is obtained from the designated City representative for the use of multiple personnel.

Work Hours:

- **Regular Hours**: Defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City-observed holidays. Work performed during these hours shall be billed at the regular hourly labor rate. Actual start times may vary based on access granted by private property owners or their representatives, as coordinated by the Contractor.

- **Premium Hours**: Any work performed outside of regular hours—including Saturdays, Sundays, City-observed holidays, and weekdays between 5:00 p.m. and 6:00 a.m.—shall be considered premium time. Use of premium hours requires prior written authorization from the City representative.

2.7. Response Times and Service Coordination

The awarded Proposer(s) shall adhere to the following response protocols for all service work performed under this Contract:

General Service Requests:

- The awarded Proposer(s) shall provide a verbal response to the City representative within four (4) hours of receiving notification.
- A qualified technician shall be dispatched to the job site within forty-eight (48) hours of the initial service request.

Emergency Service Requests:

- The awarded Proposer(s) shall verbally contact the City representative within one (1) hour of receiving an emergency notification.
- A qualified technician shall be dispatched to the job site within four (4) hours of the emergency request.

- All emergency repair work shall be coordinated at the discretion of the City representative.

Scheduling and Communication:

- The awarded Proposer(s) shall coordinate all repair and installation schedules with the City representative prior to commencing any work.
- The awarded Proposer(s) shall maintain 24-hour availability via email, mobile phone, and/or text message to ensure timely communication and responsiveness.

2.8. Work Order Process

As service needs arise, the City will coordinate with the awarded Proposer(s) to define the specific scope of work and project schedule. The awarded Proposer(s) shall submit a written quotation that reflects the pricing determined through the evaluation of this Request for Proposals (RFP). Upon approval, the City will issue a Task Order or Purchase Order that will serve as formal authorization to proceed. Work orders will be issued on a rotational basis among the three selected Proposers.

Each authorization will include:

- Defined scope of work.
- Approved pricing.
- Project completion timeline.

Pre-Job Site Visit:

- The awarded Proposer(s) shall coordinate a site visit with the City representative prior to initiating any work.
- For special projects, a minimum of one (1) pre-job site visit is required at no cost to the City.
- During the site visit, the Contractor shall assess existing conditions, evaluate equipment, provide recommendations, and prepare a detailed cost estimate.
- A separate planning meeting shall be conducted following contract award and prior to the commencement of any work to finalize scope, schedule, and logistics.

Project Estimates

For each assigned project, the awarded Proposer(s) shall conduct a site inspection to evaluate existing conditions and determine the scope of required work. Within five (5) business days following the inspection, the awarded Proposer(s) shall submit a comprehensive written quote to the City representative that includes:

- Identification of replacement components, including part numbers for ductwork, electrical upgrades, thermostats, and ancillary items, with associated costs in accordance with the Bid Submittal
- Labor estimates, based on rates provided in the approved Pricing bid
- A complete description of all equipment to be installed or serviced
- A realistic project schedule, including anticipated start and completion dates

2.9. Project Pricing and Change Orders

All submitted project price quotes shall be itemized to reflect labor and materials. The materials cost shall include all anticipated expenses required to complete the work. This includes, but is not limited to, rental equipment, materials, subcontractor fees, mobilization and demobilization costs, and any applicable permits.

The City of Port St. Lucie will not reimburse the awarder Proposer(s) for the preparation of estimates or quotes. Any cost overruns incurred during the execution of the project shall be the sole responsibility of the Contractor. Conversely, any cost savings realized shall be retained by the Contractor as profit.

Exceptions to this policy apply only to changes requested by the City that result in increased project costs and/or extended completion timelines. In such cases, the awarded Proposer(s) must obtain a revised **purchase order** from the City prior to proceeding with the additional work. Failure to secure a revised purchase order may result in the awarded Proposer(s) absorbing the additional costs without reimbursement.

2.10. Inspections / Deficiencies / Invoicing

The Awarded Proposer(s) are responsible for all supervision of his employees and for establishing a quality control program that will ensure that all work is completed according to the specifications before that work is submitted to the City for inspection. Any delays, costs, or rejected work that results from the Awarded Proposer(s) submitting work that is in any way incomplete or unsatisfactory are the sole responsibility of the Awarded Proposer(s).

The City will conduct inspections to ensure that the work has been completed, conforming to the requirements specified in this Solicitation. Once the service is completed, the Awarded Proposer(s) shall notify the City that the work is ready for inspection. This information is required in order to receive proper completion approval and authorization for payment.

The Awarded Proposer(s) shall correct all deficiencies in work that fail to conform to the projects' scope within two (2) business days after such deficiencies are reported by the City.

The Awarded Proposer(s) shall bear all costs of correcting such rejected work. The Awarded Proposer(s) shall notify the City once the deficiencies are corrected in order to re-inspect the work.

If the Awarded Proposer(s) fails to correct the work within the specified period, the City may, at its discretion, place the Contractor on probation. If deficiencies are identified on an ongoing basis, the Awarded Proposer(s) may be deemed in breach of contract, which may result in the City terminating its contract with the Awarded Proposer(s) in accordance with **Section XXIII, Paragraph "Termination for Cause," of the attached contract sample**.

2.11. Best and Final Offer (BAFO)

In the best interest of the City, it is essential to establish standardized pricing for HVAC services and related parts that is fair and acceptable to all parties. To achieve this, the City will extend the opportunity to submit a Best and Final Offer (BAFO) to up to three (3) Proposers who meet the City's minimum qualifications and have demonstrated responsiveness and responsibility throughout the evaluation process.

Proposers selected to participate in the Best and Final Offer (BAFO) process shall be required to accept all terms and conditions specified in the BAFO request issued by the City.

Each selected Proposer will receive a written BAFO notification outlining the pricing parameters to be confirmed, which shall include the following:

- A not-to-exceed hourly rate for one (1) licensed HVAC technician
- A not-to-exceed hourly rate for one (1) HVAC helper
- A not-to-exceed hourly overtime rate for one (1) licensed HVAC technician
- A not-to-exceed hourly overtime rate for one (1) HVAC helper
- A not-to-exceed markup percentage for parts and materials

The submitted and properly executed BAFO will constitute the Proposer's final proposal. To be considered for contract award, the BAFO must be received by the deadline specified in the City's communication. This process allows the City to finalize pricing with qualified vendors while maintaining transparency, competitiveness, and value for public resources.

Work order will be issued on a rotational basis to up to three selected proposers.

3. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the RFP, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Proposers to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this RFP until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the RFP is officially canceled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this RFP, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Proposer violating this provision. Further information on this topic can be found on the Cone of Silence and RFP Communication Document.

3.1.3 Submitting Questions

All questions concerning this RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the RFP project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposers must attend the conference in its entirety to be considered eligible for Proposers award. The Proposer is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Proposer's Responsibility

Prior to Contract award, the City must be assured that the selected Proposer has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the RFP will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFP.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP.** A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the RFP requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Proposer who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the RFP

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP, whether or not such revision occurred prior to the time the Proposer submitted its response), unless expressly stated otherwise in the Proposer’s response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER’S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9 - “Public Award Announcement,” of this document. **Finally, the City reserves the right to amend or cancel this RFP at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Proposer(s) declines to make any such substitution, the City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Proposer enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Proposer of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Proposer under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this RFP, the Proposer certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Proposer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned NOT to submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Proposer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Proposers should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this RFP. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the RFP provides high-level instructions regarding the process for reviewing the RFP, preparing a response to the RFP, and submitting a response to the RFP.

3.2.1. RFP Released

The release of the RFP is through the posting of this project in OpenGov, the City's electronic bidding system. Each Proposer interested in competing to win a Contract award must complete and submit a response to this RFP in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

3.2.2. RFP Review

The RFP 20250301 consists of the following: this document, entitled "HVAC Services - Facilities Maintenance," and any and all information included in the RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3. Preparing a Response

When preparing a response, the Proposer must consider the following instructions:

1. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
2. Proofread your response and make sure it is accurate and readily understandable.
3. Label any and all uploaded files using the corresponding section numbers of the RFP as specified by the City.
4. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Proposer's response may be considered incomplete and disqualified from further consideration.
5. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Max Previlon, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Proposer, the Contractor's response will be considered incomplete and disqualified from further consideration.

3.2.4. Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Proposer may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. REVIEW AND REVISE. Proposers may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Proposer must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Proposer's response is no longer submitted. Proposer should make the changes required and promptly re-submit its response before the submission date and time.

B. WITHDRAW. Proposers may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Proposer must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

3.3. Proposal Format

Instructions to Respondents

The Respondent's proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

<u>Proposals must include the following information in this order</u>:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the Contractor's firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 – Qualifications & Personnel Experience

1. Include a brief history of the Proposer (years in business, annual volume of work over past five (5) years, company ownership, officers, etc.). **2 Pages Maximum**
2. Provide a resume for each key individual needed to carry out the proposal and describe their proposed role/responsibilities. Identify whether these key individuals gained experience within the company or outside the company, and with whom. Include years in industry. List only those directly related to this project. **1 Page Per Resume Maximum.**
3. Provide copies of all licenses, certifications, and other documentation required in order to enable the Team to perform the work proposed. **Condense to Multiple Certs/Lic. Per Page.**

Tab 2 – Work History / References (Quality of Work)

- Summary of experience performing HVAC services of similar size and scope
- Description of past projects with municipal or government clients (if applicable)
- **Three (3) references** on company letterhead or customer emails, including:
  - Customer company name
  - Contact person's name, title, address, phone number, and email
  - Description of services provided and duration of engagement

Please note: Work History/References (Quality of Work) must not exceed 2 pages.

Tab 3 – Procedures, Materials, Equipment, and Methods

Describe your approach to performing HVAC services, including:

- Service delivery methods
- Types of equipment and tools used
- Safety protocols and compliance measures
- Materials and brands typically used
- Response time and communication procedures

*All required **Additional Proposal Mandatory Forms** must be completed and included with the submitted proposal. The **Mandatory Forms** are available in **Section 13 – Vendor Submission Requirements and Attestations** and can be downloaded, filled out, and uploaded in the designated fields within the project on OpenGov.

4. General Insurance

The Proposer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Proposer under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

4.1. Indemnification/Hold Harmless

Proposer agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Proposer, agents, laborers, subcontractors or other personnel entity acting under Proposer control in connection with the Proposer's performance of services under the Contract. To that extent, Proposer shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Proposer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Proposer or any agent laborers, subcontractors, or employee of Proposer regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Proposer shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Proposer on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers’ Compensation Insurance & Employer’s Liability

The Proposer shall agree to procure and maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/ employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Proposer qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3. Commercial General Liability Insurance

The Proposer shall agree to procure and maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

4.4. Additional Insured

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract #20250301 –HVAC Services and Repairs"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Proposer shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

4.6. Professional Liability Insurance

Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

4.7. Installation Floater Insurance

Contractor shall purchase and maintain Installation Floater insurance in an amount equal to 100% of the completed value of the project (contractor´s labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the contract) including any amendments thereto (without coinsurance). The Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the work site. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for fire, lightening, windstorm/and hail, theft, flood and earth movement as well as coverage for losses that may occur during equipment testing. The policy shall include coverage for pollutant cleanup, debris removal, demolition, water damage, backup of sewer and drains, installation/testing of traffic signals and signs. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Port St. Lucie, has an insurable interest in the property required to be covered. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City of Port St. Lucie. The Installation Floater shall provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. Contractor is responsible for the payment of all deductibles under the Installation Floater policy. The Installation Floater coverage shall include a waiver of subrogation rights endorsement in favor of the City.

4.8. Waiver of Subrogation

By entering into this Contract, the Proposer agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the Vendor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Proposer enter into such a Contract on a pre-loss basis.

4.9. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Proposer for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder’s most recent annual report or audited financial statement.

4.10. Compliance

It shall be the responsibility of the Proposer to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Proposer to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language “when required by written contract”. If the Proposer, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Proposer/independent contractor/subcontractor.

The Proposer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Proposer to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

4.11. Professional Liability Insurance

Proposer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Proposer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

4.12. Requirements for Insurance

Within ten (10) business days of award, the awarded Proposer must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Proposer's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

5. Bonds and/or Letter of Credit, Permits

5.1. Certification

Proposal Certification

By responding to this solicitation, the Proposer understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Proposer and the City; and
2. That the Proposer guarantees and certifies that all items included in the Proposer's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Proposer's response; and
3. That the response submitted by the Proposer shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Proposer's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Proposer's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Proposer understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

5.2. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the City's Building Department Website. All permit fees shall be included in the Contract amount and paid by the successful Proposer(s).

5.3. Performance/Payment Bonds

Performance and Payment Bonds will be required where specific requirements exceed certain thresholds. Please see Sample Contract for further elaboration.

6. RFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Contractors may have available; rather, the Proposers shall propose to meet the City's needs as defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Proposer's response.

By submitting a proposal, the Proposer acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. Technical Proposal Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Proposer. Each Proposer must indicate its willingness and ability to satisfy these requirements in their response.

6.2. Proposer General Information

Each Proposer must complete all the requested information in the **Proposer's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this RFP contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Proposer in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this RFP document.
2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Proposal.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Proposer does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Proposer's response, except as otherwise provided in Section 9 - "Proposal Evaluation, Negotiations, and Award," of this RFP. Please note some requirements may require the Proposer to provide product sheets or other technical materials.

It is strongly encouraged that all Proposers review all documents that are electronically attached to this RFP. Reviewing the documentation ensured that Proposers understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Proposer as part of the technical proposal, the Proposer should upload these additional materials as directed by the City.

7. Cost Table

GROUP A: LABOR RATES

For Evaluation Purposes Only

Line Item	Description	Estimated Hours	Unit of Measure	Hourly Rate	Total
1	HVAC Technician: Normal Rate	400	Hourly		
2	HVAC Technician: Overtime Rate	150	Hourly		
3	HVAC Helper: Normal Rate	300	Hourly		
4	HVAC Helper: Overtime Rate	100	Hourly		
TOTAL					

GROUP B: PARTS AND MATERIALS

For Evaluation Purposes Only

Line Item	Description	Expenditure	Unit of Measure	Mark-Up %	Total
1	Proposers shall indicate a percentage mark up from cost for parts and materials. The City estimates an annual expenditure of $25,000.00 on HVAC parts and materials.	25,000	%		
TOTAL					

8. Cost Proposal

8.1. General Pricing Rules

Each Proposer is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 9 - "Proposal Evaluation, Negotiations, and Award," of this RFP. By submitting a response, the Proposer agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period; and
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-Responsive and may not be considered for award; and
5. In the event there is discrepancy between the Proposer's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Proposer's pricing as quoted on the RFP's provided cost worksheet, and (2) the Contractor's pricing as quoted by the Contractor in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the RFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the RFP, responses containing provisions for late or interest charges cannot be awarded a contract. Proposers must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
9. Proposer responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the RFP; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract; and
11. Unless permitted by the RFP, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive; and

12. The City is exempt from certain taxes and no provision for such taxes should be included in the Proposer's response.

8.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Proposers and foster competition to obtain the best market pricing. Consequently, the City requires that each Proposer's cost be structured as directed in the RFP. Additional and/or alternative cost structures will not be considered. Each Proposer is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Proposer's response.

Enter all information directly into the Cost Table. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., $7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer."

Complete the Cost Table, save and submit in the response section.

8.3. Payment by City's Visa Card Program

The City currently utilizes the State of Florida Visa Program. The awarded Contractor can take advantage of this program and in consideration, may receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into the account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

However, the City has the right to remove contractors from participating in the Visa Program at the City's sole discretion, at any time, for any reason. If the City removes a Contractor from participation based on cause from the Contractor, for reasons including, but not limited to, fraudulent charges and misuse of the program, Contractor shall not be entitled to any price adjustment for the percentage off after removal from the program.

8.4. Payment

To ensure proper payment the awarded Proposer must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any commodities.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.

4. Under no circumstance, will interest of any kind be required as payment to the Awarded Proposer.

5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the RFP and agreed upon by the City.

6. Any discrepancies noted by the City must be corrected by the Awarded Proposer within forty-eight (48) hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Proposer must submit an amended invoice, or a credit memorandum for the disputed amount.

8. The City will not make partial payments on an invoice where there is a dispute, except as required by law.

9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager

9. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation, the City may or may not elect to negotiate technical and/or cost factors as further described in the RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of the section“Scoring Criteria,” of this RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Proposer(s) will be required to enter into discussions with the City to resolve any exceptions to the City’s Contract. The City will announce the results of the RFP as described further in section “Public Award Announcement” of this RFP.

9.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by the deadline.
2. Proposal is complete and contains all required documents.
3. Technical Proposal does not include any pricing from the Cost Proposal.

9.2. Method of Award

Award of this Contract will be made to up to three (3) Proposer(s) whose submissions are determined to be the most advantageous to the City based on the evaluation criteria established in this RFP and who agree to the terms of the City’s Best and Final Offer. Price will be considered as one component of the overall scoring but will not be the sole determining factor.

On-demand projects resulting from this award will be assigned on a rotational basis among the Proposer(s) selected for award, up to a maximum of three (3).

9.3. Best Value Analysis- See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

1. Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
2. Ability to meet the minimum qualifications or requirements of the solicitation;

3. Adherence to specifications, design, or the approach to the project or study, as applicable;
4. The Proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
5. The Proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
6. Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;
7. Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
8. Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
9. City Code of Ordinances, Section 35.14, Local Preference in Purchasing or Contracting;
10. The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

1. Evaluate the pricing offered by the Proposer; consider lifecycle costing, depreciation, and service contracts.
2. Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Proposer may be able to provide the City:

1. Value added may be an actual amount given to the City as a signing bonus.
2. Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Proposer.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City’s ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

The City will award contracts only to Responsible Contractors that possess the ability to perform successfully under the terms and conditions of a proposed Contract. The City shall consider Contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

See City Code of Ordinances, Section 35.12.

9.4. Evaluating Proposal Factors

If the Proposer's proposal passes the Administrative/Preliminary Review, the Proposer's responses to "RFP Proposal (Bid) Factors," will be submitted to the Evaluation Team for evaluation.

1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a Mandatory and/or Mandatory Scored RFP requirement, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point, and will be scored in accordance with the point allocation in "Scoring Criteria," of this RFP.

The Proposer will receive a total technical score at the conclusion of the evaluation of the RFP Proposal (Bid) Factors.

9.5. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 10 – "Scoring Criteria." To expedite the evaluation process, the City reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFP Proposal Factors.

1. Cost Scoring

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Proposer deemed to have the most competitive cost proposal overall, as determined by the City, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory, or line level, the City may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

2. Total Score

The Proposer's cost score will be combined with the Proposer's technical score to determine the Proposer's overall score (or "total combined score").

9.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Shall not be applied to this RFP under City Code of Ordinances, Section 35.14(h)(5).

9.7. Best and Final Offer (BAFO)

The objective of negotiations is to obtain the Proposer's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE PROPOSER (1) TO SUBMIT ITS BEST RESPONSE, AND (2) NOT TO ASSUME THE PROPOSER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

In the best interest of the City, it is essential to establish standardized pricing for HVAC services and related parts that is fair and acceptable to all parties. To achieve this, the City will extend the opportunity to submit a Best and Final Offer (BAFO) to up to three (3) Proposers who meet the City's minimum qualifications and have demonstrated responsiveness and responsibility throughout the evaluation process.

Proposers selected to participate in the Best and Final Offer (BAFO) process shall be required to accept all terms and conditions specified in the BAFO request issued by the City.

Each selected Proposer will receive a written BAFO notification outlining the pricing parameters to be confirmed, which shall include the following:

- A not-to-exceed hourly rate for one (1) licensed HVAC technician
- A not-to-exceed hourly rate for one (1) HVAC helper
- A not-to-exceed hourly overtime rate for one (1) licensed HVAC technician
- A not-to-exceed hourly overtime rate for one (1) HVAC helper
- A not-to-exceed markup percentage for parts and materials

The submitted and properly executed BAFO will constitute the Proposer's final proposal. To be considered for contract award, the BAFO must be received by the deadline specified in the City's communication. This process allows the City to finalize pricing with qualified vendors while maintaining transparency, competitiveness, and value for public resources.

9.8. City's Reserved Rights and Contractual Discretion

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from

Proposers; (d) request resubmissions from all Proposers; and (e) take any other action as permitted by law. The City also reserves the right to obtain similar and/or additional services from other companies if deemed necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect for all terms, agreements, and conditions without penalty or diminution of ongoing services.

Proposer acknowledges and agrees that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement, and further agrees that the City may, at any time, secure similar or identical services from other providers.

9.9. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Proposers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, local laws and/or ordinances, or an applicable grant, all Proposer requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Proposers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the Proposer's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined in Section "Negotiations of Proposals and/or Cost Factors." Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Proposer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

9.10. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

10. Scoring Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Cost Proposals** Proposers shall complete the cost table provided in **Section 7** of this RFP. It is the sole responsibility of the Proposer to clearly identify and include all costs associated with delivering the services described in the Scope of Work. Cost proposals must encompass, but are not limited to, the following components: direct labor, overhead, fringe benefits, profit, subcontractor costs, and other direct costs (ODCs) such as materials, supplies, applicable taxes, and travel expenses. Failure to complete the Cost Table provided in **Section 7** will result in the proposal being deemed **non-responsive** and disqualified from further evaluation. **Price Evaluation Methodology** Pricing will be evaluated using a comparative scoring method, as outlined below: **A.** The responsive proposal with the **lowest total proposed price** will receive the **maximum points** allocated to the pricing criteria. **B.** All other responsive proposals will receive a proportionate score based on the following formula: Price Score = (Lowest Total Proposed Price / Proposer's Total Proposed Price) × Maximum Points Available. **Example:** • Maximum Points: 35 • Lowest Proposed Price (Total hourly rate + total markup): $500.00 • Vendor A Total Price: $500 → Score = (500/500) × 35 = 35 points • Vendor B Total Price: $700 → Score = (500/700) × 35 = 25 points **Note:** Cost proposals submitted in response to this solicitation shall be used solely for evaluation purposes and do not constitute a binding agreement or final pricing commitment.	0-100 Points	35 *(35% of Total)*

<table>
<tr>
<td>2.</td>
<td>
Work History / References (Quality of Work)

Scoring Guide- Category B
<table>
<tr><th>Criteria</th><th>Points</th><th>Scoring Guidance</th></tr>
<tr><td>Experience in similar HVAC work</td><td>Up to 15</td><td>Full points for 5+ years in simi</td></tr>
<tr><td>Quality of past performance & references</td><td>Up to 10</td><td>Full points for 3+ strong refere</td></tr>
</table>
Example Scoring:

Proposer A: 6 years experience, 3 excellent references → 25 points
Proposer B: 4 years experience, 2 average references → 18 points
Proposer C: 2 years experience, 1 weak reference → 10 points

</td>
<td>0-100 Points</td>
<td>25 (25 % of Total)</td>
</tr>
<tr>
<td>3.</td>
<td>
Procedures, Materials, Equipment, and Methods

Scoring Guide
<table>
<tr><th>Criteria</th><th>Points</th><th>Scoring Guidance</th></tr>
<tr><td>Clear description of procedures</td><td>Up to 5</td><td>Full points for detailed, logical, and</td></tr>
<tr><td>Quality and appropriateness of materials</td><td>Up to 5</td><td>Full points for use of OEM parts, en</td></tr>
<tr><td>Equipment and tools</td><td>Up to 5</td><td>Full points for modern, safe, and w</td></tr>
</table>
Example Scoring:

Proposer A: Detailed plan, OEM parts, modern tools → 15 points
Proposer B: Generic plan, unclear materials → 10 points
Proposer C: Vague response, minimal equipment info → 6 points

</td>
<td>0-100 Points</td>
<td>15 (15 % of Total)</td>
</tr>
<tr>
<td>4.</td>
<td>
Service Coverage & Support Capacity

The Service Coverage rating evaluation score shall be assigned as follows:
<table>
<tr><th>Location</th><th>Rating</th></tr>
<tr><td>Maintains staffed operational coverage within 0-20 miles</td><td>25</td></tr>
<tr><td>Maintains staffed operational coverage within 20-40 miles</td><td>20</td></tr>
<tr><td>Maintains staffed operational coverage within Florida</td><td>5</td></tr>
</table>
</td>
<td>0-100 Points</td>
<td>25 (25 % of Total)</td>
</tr>
</table>

11. Contract Terms and Conditions

The contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer and any subsequent revisions to the awarded Proposer's cost and technical proposals and the Contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Proposers should plan on all expressed requirements within this RFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. The City may supplement or revise Contract terms and conditions and/or service specific requirements before Contract execution.

Exception to Contract

By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications, and the Contract terms and conditions without change. If a Proposer takes exception to a Contract provision or solicitation requirement, the Proposer must state the portion excepted, reason for the exception, and state the specific Contract language it proposes to include in place of the portion excepted. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Proposer is selected for potential award, the Proposer will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the RFP.

(iii) Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

12. List of RFP Documents

The following documents make up this RFP. Please see Section 3 – “Instructions to Proposers” for instructions and Section 13 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract

2. Mandatory Documents - see requirements in Section 3 - "Instructions to Proposers," and the required attachments listed in Section 13 - "Vendor Submission Requirements and Attestations":

- Contractor’s General Information Worksheet, and
- E-Verify Form, and
- Non-Collusion Affidavit, and
- Supplier Location Certification, and
- Copy of W-9 (Vendor to provide), and
- Copy of Certificate of Insurance (Vendor to provide), and
- A copy of your license(s) and certification(s) relevant to this type of work, as required under the minimum qualifications outlined in Section 2 of the Scope of Work; and

Electronic confirmation for the following forms:

- Cone of Silence and Communication Document, and
- Drug Free Workplace, and
- Contractor's Code of Ethics, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws. and
- Vendor Scrutinized Companies List Certification.

**Any documents indicated in Section 6.3 - "Mandatory Requirements," of this RFP must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-Responsive.

13. Vendor Submission Requirements and Attestations

13.1. Mandatory Forms

*Proposal Upload**

*Response required

*Proposer's General Information Worksheet**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- PSL-_Proposer's_General_Inf...

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

*Response required

*Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

*Response required

Supplier Location Certification

Please download the below documents, complete, and upload.

- Supplier_Location_Certifica...

*Copy of W-9**

*Response required

*Copy of Certificate of Insurance**

*Response required

*Copy of your license(s) and certification(s) relevant to this type of work.**

*Response required

13.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

*Response required

*Drug Free Workplace**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the

United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Please confirm

*Response required

*Contractor's Code of Ethics**

The City of Port St Lucie (“City), through its Procurement Management Division (“Procurement Management Division”) is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor’s Code of Ethics.

◆ A Contractor’s bid or proposal will be competitive, consistent and appropriate to the bid documents.

◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.

◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.

◆ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.

◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.

◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.

◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.

◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:

o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor Contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

☐ Please confirm

*Response required

*Affidavit of Nongovernment Entity Anti-Human Trafficking Laws**

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

☐ Please confirm

*Response required

*Vendor Scrutinized Companies List Certification**

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

*I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.**

☐ Please confirm

*Response required

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MCCOY, DAVID STEVEN

ANCHOR MECHANICAL, INC.
3677 23RD AVE S UNIT C- 102
LAKE WORTH FL 33461

LICENSE NUMBER: CMC1251176

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

LOCATED AT
3677 23RD AVE S STE C-102
LAKE WORTH FL 33461

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
MECHANICAL CONTRACTOR	MCCOY DAVID STEVEN	CMC1251176	B25.638278 7/24/2025	27.50	B40176479

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2023156351
EXPIRES: 9/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANCHOR MECHANICAL INC
ANCHOR MECHANICAL INC
255 N CALIFORNIA AVE
CHICAGO IL 60612

Dear Business Owner:

- Proof of payment of your Local Business Tax Receipt (LBTR) is shown on the reverse side. Verify this information and display it conspicuously at your place of business in open view of the public.
- This receipt is in addition to, and not in lieu of, any license or receipt required by law or city ordinance. This receipt is subject to regulations of zoning, health, and any other lawful authority (County Ordinance Number 17-17).
- If you close or move your business, you must notify our office immediately.
- Short term rental businesses must submit Tourist Development Tax (TDT) account and LBTR account closure(s) through the TDT portal at www.pbctax.com.
- Additional information can be found at www.pbctax.gov or email ClientAdvocate@pbctax.com.

This receipt expires on September 30. Renewal notices are mailed 10-12 weeks prior to expiration. Please access your LBTR at www.pbctax.com to make a payment or find other important information.

I wish you a successful year,

Anne M. Gannon

Constitutional Tax Collector, Serving Palm Beach County

Certifications & Licenses

A2L Refrigerant Safety Certification- Eddie Roldan

(Low GWP Refrigerant Safety – A2L Certification)

EPA Universal Certification – Anthony Rivas

(ESCO Institute – EPA Approved Universal Certification)

EPA Section 608 Certification / Broward Mechanical Journeyman- Clayton Peterson

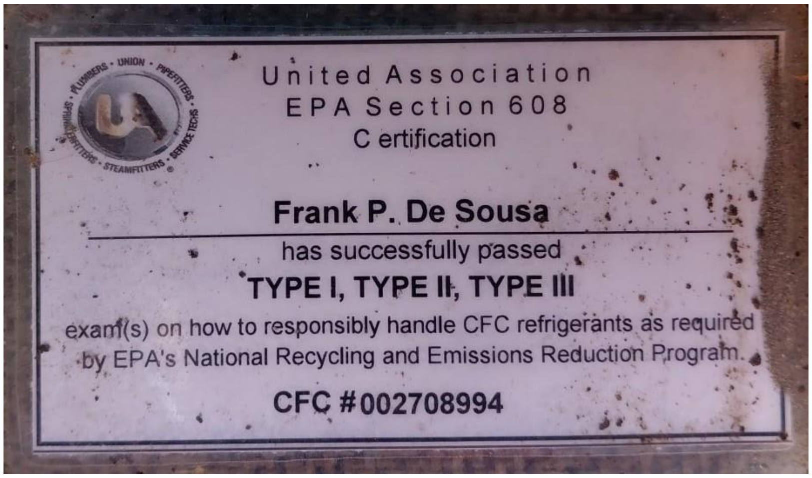
(United Association EPA 608 + Broward County Mechanical Journeyman License)

EPA Universal Certification – Matthew Fleming

(Mainstream Engineering – EPA Clean Air Act Section 608 Universal)

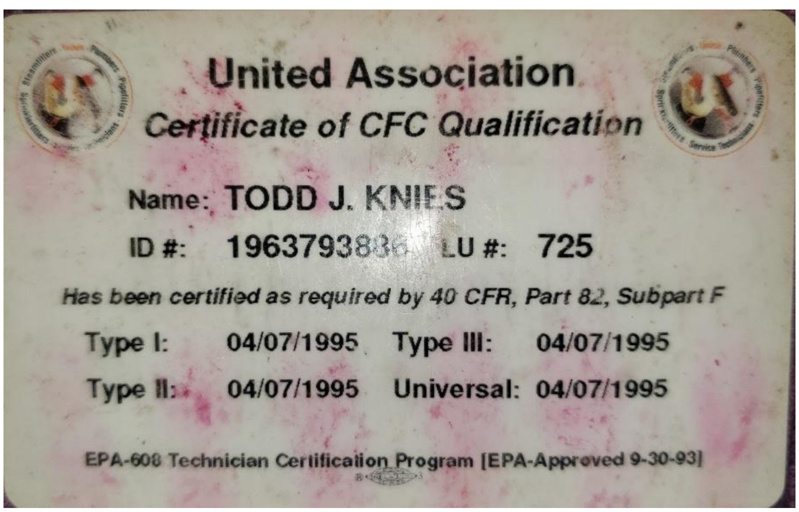
EPA Universal Certification – Frank Desousa

(United Association- EPA 608)



EPA Universal Certification- Todd Knies

(United Association-EPA-608)



City of Lake Worth Beach FLORIDA

Business License Division
1900 2nd Avenue North
Lake Worth Beach, Florida 33461

City of Lake Worth Beach Business License 2025 – 2026

ANCHOR MECHANICAL INC
1983 10TH AVE N
LAKE WORTH FL 33461-3361

Dear Business Owner,

Your participation in the continued growth & vitality of the City of Lake Worth Beach is appreciated. In accordance with Section 14-12, the document below must be posted in a conspicuous place on the premises of your business. **Business license is valid only with approved inspection.** If assistance is required, please contact the Department for Community Sustainability/Business License Division by telephone at (561) 586-1647 or visit the City of Lake Worth Beach's website at www.lakeworthbeachfl.gov. **A 24-hour contact person is required to be on record. Please provide the name, phone number, and email of this person. This information can be sent to blicense@lakeworthbeachfl.gov.**

Thank you.

↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Lake Worth Beach Business License 2025 – 2026

NON TRANSFERABLE

BUSINESS NUMBER: 0032346
BUSINESS NAME: ANCHOR MECHANICAL INC
BUSINESS ADDRESS: 1983 10TH AVE N, LAKE WORTH FL 33461-3361

LICENSE NUMBER	CLASSIFICATION	DESCRIPTION
26-00071098	90.B28	BUSINESS OFFICE GENERAL (BTR) BUSINESS OFFICE-CONTRACTORS
26-00071099	30.01H	HARV CONTRACTOR 1-6 EMP (BTR)
26-00071100	30.01D	ELECTRICAL CONTRACTOR (BTR) EC13011175-MICHAEL CERVONE
26-00071101	30.01E	PLUMBING CONTRACTOR (BTR) CFC1431412-DONALD WALKER
26-00071102	UC	USE & OCCUPANCY COMMERCIAL/INDUSTRIAL PZ 2402100014

EXPIRES
SEPTEMBER 30th

2026

City of Lake Worth Beach Business License Division
1900 2nd Avenue North • Lake Worth Beach, Florida 33461
Business license is valid only with approved inspection.