

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



TOWN OF PEMBROKE PARK
INVITATION TO BID (ITB)
TOWN HALL HVAC SYSTEM REPLACEMENT

BID PACKAGE ITB NO. 24-04

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Friday, May 31, 2024 at 3:00 PM, EST

TOWN OF PEMBROKE PARK
ATTENTION: TOWN CLERK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS ITB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR

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TOWN OF PEMBROKE PARK

INVITATION TO BID TOWN HALL HVAC SYSTEM REPLACEMENT ITB NO. 24-04

SECTION 1

1. BACKGROUND

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,700 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town is governed by five (5) Town Commissioners, operating under a Commissioner/Manager form of government and has approximately 45 employees. Commissioners are elected at large and serve for four (4) year terms. The Town Commission is responsible for passing Town Ordinances and Resolutions, adopting the annual budget, appointing committees, and setting policies. The Town Manager is responsible for the overall management and administration of each Department within the Town and implements Town policies at the direction of the Town Commission.

The Town provides a range of traditional municipal functions. These include police protection, fire rescue services, water, and sewer services, planning and zoning services, maintenance of roadways, and recreational opportunities.

2. DESCRIPTION OF WORK

The project (HVAC System Replacement) is located at 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023.

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed Proposals from qualified licensed Mechanical and/or HVAC contractors to furnish all materials, labor, supervision, shop drawings, transportation, inspections, permits, licenses, equipment, and all incidentals necessary as shown in the engineering drawings in attachment "A".

We are requesting firm pricing for the upgrades to the HVAC system at the Town Hall. The building is three (3) levels and is conditioned with a heat pump and condenser water system. The renovation will include the removal of the existing cooling tower cells, pump, and three (3) water-source heat pumps. The heat pumps are a single zone unit that serves each individual floor. The associated supply air and outside air ducts will be replaced.

Background

Three (3), 20-ton, water-source heat pumps are to be removed from each floor. The condenser water pipe from each mechanical room back to the cooling tower in the rear of the building shall be removed. The existing controls system is a mix of pneumatics and digital. The beneath grade condenser water pipe shall remain and be abandoned. Remove the cooling tower and condenser water pump completely.

The air is returned to the AHUs through a free return path and above-ceiling plenum. The supply air duct and return air duct shall be removed on each floor. The existing ceilings are to remain intact.

There are two options that are to be priced and submitted for bids.

Option 1: Replace HVAC system with new cooling tower and central VAV, water-source heat pumps on each level of the building. CW pumps, chemical treatment, and typical trim.

Option 2: Replace HVAC system with new air-cooled chiller and central VAV, chilled water air handlers on each level of the building. CHW pumps, chemical treatment, and typical trim.

Each option has been presented and specified in the engineering drawings. There are equipment schedules and sequence of operations for each option. The air distribution scope will not be affected by the system type selected. The new air distribution system shall be comprised of medium pressure SA duct, VAV terminal boxes, and low-pressure SA duct. New ceiling diffusers shall be provided. Provide new exhaust fans as scheduled in the drawings.

All new equipment shall have new circuits and new circuit breakers. Provide new electrical panels, drives, disconnect switches, and fuses as specified. See one-line diagrams and scope of work on Electrical Drawings.

Scopes of Work – HVAC Improvements

Mechanical Scope

Demolition Scope

1. REMOVE THREE (3) EXIST. WSHP ON EACH FLOOR.
2. REMOVE THE S.A. DUCTWORK, R.A. DUCTWORK, E.A. DUCTWORK, AND O.A. DUCTWORK FROM ALL THREE (3) FLOORS AS SHOWN ON THE PLAN. SEE PLANS FOR POINTS OF DEMOLITION.
3. REMOVE ALL CONDENSER WATER PIPE FROM MECHANICAL ROOMS AND RISERS. CW BELOW GRADE OUT TO CT MAY REMAIN ABANDONED.
4. REMOVE THREE (3) CW AHUS. SEE PLANS FOR LOCATIONS.
5. REMOVE ALL PNEUMATIC CONTROLS AND ACCESSORIES.
6. REMOVE CW PUMP AND CONC. PAD.
7. REMOVE CT AND CONC. PAD.
8. REMOVE EXIST. CHEMICAL TREATMENT SYSTEM
9. REMOVE EXIST. CW PUMP CONTROLLER
10. REMOVE EXIST. CEILING EXHAUST FANS.

New Work Scope – Cooling Tower Option

1. PROVIDE THREE (3) NEW HEAT PUMPS AS SCHEDULED. HEAT PUMPS SHALL BE CAPABLE OF VAV APPLICATION W/ AIR BYPASS. SEE EQUIPMENT SCHEDULE FOR FEATURES, SPECIFICATIONS AND CAPACITIES.
2. PROVIDE A 2.5 TON, SUPPLEMENTAL HEAT PUMP FOR THE GROUND FLOOR CHAMBERS ROOM.
3. PROVIDE HOSE KITS AS SPECIFIED. ISOLATION VALVES, STRAINER, FLOW CONTROL CARTRIDGE, AND MOTORIZED VALVE.
4. PROVIDE NEW CT AS SCHEDULED
5. PROVIDE TWO (2) NEW CW PUMPS. EACH IS CAPABLE OF 100% FLOW AND ONE WILL BE A STAND-BY PUMP.
6. PROVIDE NEW PUMP CONTROLLER.
7. PROVIDE NEW CT FAN MOTOR CONTROLLER.
8. PROVIDE VFDs W/ INTEGRAL FUSED, D.S. FOR NEW CW PUMPS AND FOR CT FAN MOTORS. FOUR (4) IN TOTAL).
9. PROVIDE NEW CWS/CWR COPPER TYPE "L" PIPING TO NEW HEAT PUMPS. PROVIDE NEW ISOLATION VALVES, STRAINERS, AND FLEXIBLE MESH S.S. HOSE KITS.
10. TRENCH NEW UNDERGROUND CW PIPING. UNDERGROUND PIPING SHALL BE SCHEDULE 80 PVC.
11. PROVIDE A NEW WATER CHEMICAL TREATMENT SYSTEM, EXPANSION TANK, AND AIR SEPARATOR AS SPECIFIED.
12. STRUCTURAL ENGINEER TO PROVIDE NEW CONCRETE BASE FOR COOLING TOWER YARD.
13. STRUCTURAL ENGINEER TO PROVIDE A STEEL FRAME BASE. SEE CT INSTALLATION DETAIL.
14. PROVIDE MAKE-WATER FOR CT.
15. ROUTE CT DRAIN TO EXIST. SANITARY SYSTEM OR NEARBY FLOOR DRAIN.
16. CHAIN LINK FENCE AROUND CT YARD TO BE PROVIDED BY OTHERS/OWNER

New Work Scope – Chiller Option

1. PROVIDE THREE (3) NEW CHILLED WATER AHUs AS SCHEDULED. AHUs SHALL BE CAPABLE OF VAV APPLICATION. SEE EQUIPMENT SCHEDULE FOR FEATURES, SPECIFICATIONS AND CAPACITIES.
2. PROVIDE NEW AIR-COOLED CHILLER AS SCHEDULED
3. PROVIDE TWO (2) NEW CHW PUMPS. EACH IS CAPABLE OF 100% FLOW AND ONE WILL BE A STAND-BY PUMP.
4. PROVIDE NEW PUMP CONTROLLER.
5. PROVIDE VFDS W/ INTEGRAL FUSED, D.S. FOR NEW CHW PUMPS.
6. PROVIDE NEW CHWS/CHWR SCHEDULE 40, BLACK STEEL PIPING TO NEW AHUs. PROVIDE NEW ISOLATION VALVES, STRAINERS, AND FLEXIBLE MESH S.S. HOSE KITS.
7. TRENCH NEW UNDERGROUND CHW PIPING. UNDERGROUND PIPING SHALL BE MADE OF HIGH-DENSITY POLY-PROPELENE. THIS WILL NOT REQUIRE EXTERIOR INSULATION.
8. ALL ABOVE-GRADE CHW PIPING IS TO HAVE 2" INSULATION JACKET.
9. PROVIDE A NEW WATER CHEMICAL TREATMENT SYSTEM, EXPANSION TANK, AND AIR SEPARATOR AS SPECIFIED.
10. CONTRACTOR TO PROVIDE NEW CONCRETE BASE FOR CHILLER YARD.
11. CONTRACTOR TO PROVIDE A STEEL FRAME BASE. SEE CHILLER INSTALLATION DETAIL.

Electrical Scope

Demolition Scope

1. DISCONNECT ELECTRICAL POWER FOR THREE (3) EXIST. WSHP IN MECHANICAL ROOMS. REMOVE CIRCUIT, CONDUIT, AND WALL-MOUNTED D.S. FOR EACH WSHP.
2. REMOVE THE EXIST. 100A CIRCUIT BREAKER IN PANEL "MDP" FOR THE COOLING TOWER AND PULL THE CONDUCTORS,
3. DISCONNECT ELECTRICAL POWER FOR THE COOLING TOWER AND CW PUMP. REMOVE EXIST. D.S., CONDUIT AND CONDUCTORS FOR THOSE CIRCUITS.

New Work Scope

1. PROVIDE NEW CIRCUITS FOR NEW AIR HANDLERS. THE ORIGIN OF THE CIRCUITS FOR THE WSHP WILL BE DIFFERENT THAN THE ORIGIN OF THE ELECTRICAL CIRCUIT FOR THE CHILLED WATER AHU. REFER TO ONE-LINE DIAGRAMS AND PANEL SCHEDULES FOR CIRCUIT ROUTING AND THE REQUIREMENTS.
2. FORM PANEL "AC" TO ITS RESPECTIVE FLOOR USING EXIST. CONDUIT. RECONNECT TO EXIST. C.B. IN PANEL "AC"
3. PROVIDE NEW WALL-MOUNTED, FUSED, D.S. AS SHOWN IN THESE PLANS AND SIZED IN ONE-LINE DIAGRAM.
4. PROVIDE NEW WIRING FROM NEW S.A. SMOKE DETECTOR TO THE WALL-MOUNTED TEST STATION. SMOKE DETECTOR AND TEST STATION TO BE PROVIDED BY THE MECH. CONTRACTOR.
5. NEW EXHAUST FANS WILL BE PROVIDED BY THE MECH. CONTRACTOR. PROVIDE ELECTRICAL POWER TO THESE FANS. REFER TO DRAWINGS FOR LOCATION AND ONE-LINE.
6. PROVIDE WIRING TO ALL NEW VAV TERMINAL BOXES. REFER TO DRAWINGS FOR LOCATION AND ONE-LINE. SEE VAV DETAIL FOR REQUIREMENTS.
7. PROVIDE NEW SUB-PANELS IN EACH MECHANICAL ROOM FOR POWER DISTRIBUTION OF NEW EQUIPMENT.
8. PROVIDE ELECTRICAL POWER AND CIRCUITS FOR NEW OUTDOOR EQUIPMENT. PROVIDE PRICING FOR CHILLER OPTION AND COOLING TOWER OPTION. SEE DRAWINGS FOR DIFFERENCES IN THE OPTIONS.

Review construction documents for further detail of scope and specifications.

Town of Pembroke Park
ITB 24-04 Town Hall HVAC System Replacement

Bidder accepts all of the terms and conditions of the Bid Form and Contract Drawings/Specifications. Contract Drawings and Specifications consists of Sheets:

SHEET INDEX	
SHEET#	DESCRIPTION
M0.1	MECHANICAL ABBREVIATIONS AND LEGEND, AND MECHANICAL SPECIFICATIONS
M0.2	MECHANICAL SCOPE OF WORK
M0.3	GENERAL MECHANICAL NOTES AND RESPONSIBILITIES, SMOKE DETECTION NOTES, DEMOLITION NOTES
M1.1	FIRST FLOOR MECHANICAL DEMOLITION PLAN
M1.2	SECOND FLOOR MECHANICAL DEMOLITION PLAN
M1.3	THIRD FLOOR MECHANICAL DEMOLITION PLAN
M2.1	FIRST FLOOR MECHANICAL NEW WORK PLAN
M2.2	SECOND FLOOR MECHANICAL NEW WORK PLAN
M2.3	THIRD FLOOR MECHANICAL NEW WORK PLAN
M2.4	ENLARGED CHILLER YARD AND COOLING TOWER YARD MECHANICAL NEW WORK PLANS
M2.5	FIRST FLOOR ENLARGED MECHANICAL NEW WORK PLAN. CHILLED WATER UNIT AHU-1.
M2.6	FIRST FLOOR ENLARGED MECHANICAL NEW WORK PLAN. CONDENSER WATER UNIT WSHP-1.
M2.7	SECOND AND THIRD FLOOR ENLARGE MECHANICAL NEW WORK PLAN. CHILLED WATER UNIT AHU-2, AHU-3.
M2.8	2ND AND 3RD FLOOR ENLARGE MECHANICAL NEW WORK PLAN. CONDENSER WATER UNIT WSHP-2, WSHP-3.
M3.1	MECHANICAL SCHEDULES - CHW PUMPS, AIR TERMINAL DEVICES, VAV TERMINAL BOXES, AIR-COOLED CHILLER, CHW AHUs
M3.2	MECHANICAL SCHEDULES - COOLING TOWER, WSHPs, CW PUMPS, BUILDING VENTILATION CALCULATIONS
M4.1	MECHANICAL DETAILS
M4.2	MECHANICAL DETAILS
M4.3	MECHANICAL DETAILS - WIND LOAD CALCULATIONS, FASTENING DETAILS AND SPECIFICATIONS
M4.4	MECHANICAL DETAILS
M5.1	MECHANICAL CONTROLS SCHEMATICS AND SEQUENCE OF OPERATION FOR CHILLER OPTION
M5.2	MECHANICAL CONTROLS SCHEMATICS AND SEQUENCE OF OPERATION FOR COOLING TOWER OPTION
M5.3	COOLING TOWER MAKE-UP WATER AND CHEMICAL TREATMENT PIPING SCHEMATIC

SHEET INDEX	
SHEET#	DESCRIPTION
E0.1	ELECTRICAL GENERAL NOTES AND LEGEND, ELECTRICAL DETAILS, ELECTRICAL SCOPE OF WORK
E0.2	ELECTRICAL SPECIFICATIONS AND GENERAL CONTRACTOR NOTES AND RESPONSIBILITIES
E0.3	PARTIAL ELECTRICAL POWER ONE-LINE DIAGRAMS - COOLING TOWER OPTION & CHILLER OPTION
E0.4	SUB-PANELS "AC-1", "AC-2", & "AC-3" - COOLING TOWER / HEAT PUMP OPTION
E0.5	SUB-PANELS "AC-1", "AC-2", & "AC-3" - CHILLER / CHW AHU OPTION
E1.1	GROUND LEVEL, 2ND LEVEL, & 3RD LEVEL ELECTRICAL DEMOLITION PLANS
E2.1	ELECTRICAL PLAN - GROUND LEVEL
E2.2	ELECTRICAL PLAN - 2ND LEVEL
E2.3	ELECTRICAL PLAN - 3RD LEVEL
E2.4	ENLARGED MECHANICAL ROOM ELECTRICAL PLANS, CT YARD, CHILLER YARD ELECTRICAL PLANS - CT & CHILLER OPTIONS
E3.1	ELECTRICAL PANEL SCHEDULES AND PANEL LOAD CALCULATIONS
E3.2	ELECTRICAL PANEL SCHEDULES AND PANEL LOAD CALCULATIONS

Drawings for bid are issued and dated 04/17/2024 Drawings shall be amended by subsequent Addendums issued by Cx4b prior to bid date and shall be acknowledged on this BID FORM.

The TOWN will consider Proposals only from responsible and responsive Proposer(s) licensed and qualified by experience to provide and do the work specified.

These instructions herein are standard for all service contracts issued through the Town of Pembroke Park Finance and Budget Department. In this document, Invitation to Bid (ITB) and Request for Proposal (RFP), bids and proposals are interchangeable.

3. ITB TIMETABLE

The proposed time schedule as related to this procurement is as follows:

Release of ITB		Wednesday, April 24, 2024
Mandatory Site visit meeting	11 AM on	Friday, May 03, 2024
Deadline for questions		Friday, May 10, 2024
Proposals due date	3:00 PM on	Friday, May 31, 2024
Opening of Proposals	3:00 PM on	Friday, May 31, 2024
Award Proposal selection recommendation		TBD
Pre-construction meeting		TBD

**All dates are subject to change at the discretion of the Town.*

4. SITE VISIT

A mandatory site inspection is scheduled for this project on May 03, 2024 at 11:00AM ET. Vendors interested in quoting project shall attend site inspection and sign the project sign-in sheet. Attendees shall bring any sub-contractors that they require for complete project pricing.

5. PROPOSAL CONTENT

MINIMUM PROPOSAL CONTENT

Proposal Statement of Organization

- A. Provide Proposal information as follows: (Use TOWN Forms)
 - i. Legal contracting name including any fictitious name.
 - ii. State of organization or incorporation.
 - iii. Ownership structure of Proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
 - iv. Federal Identification Number.
 - v. Contact information for Proposer's Local office (if any).
 - vi. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, email addresses, and phone numbers.
 - vii. Any additional organizational information that Proposer wishes to supply to augment its organizational structure.
 - viii. Contact information for Proposer's primary representative during this ITB process. Include name, phone number, e-mail, mailing address, city, state, zip.
 - ix. Briefly summarize any potential conflicts of interest, pending or current litigation relating to the performance of requested financial advisory services in which Proposer is a party, if applicable.
- B. Proposer Personnel and References: (Use TOWN Forms for references)

- i. Identify the key staff members Contractor intends to assign to the project.
- ii. Submit at least three (3) client references for whom Contractor has provided services similar to those specified in this ITB in the past five (5) years. Each client reference should include the following:
 - Organization name
 - Contact name(s)
 - Contact email address
 - Street address
 - Telephone numbers
 - Dates of service (start/end)
 - Scope of work (brief description)

6. PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposer shall complete and submit the following documents by the deadline set forth herein:
 - Quotes Proposal
 - Proposer Statement of Organization as described in Section 5 above using TOWN forms herein the Proposal documents.
 - Proposer Signature Page
 - Questionnaire
 - Acknowledgement
 - Vendor/ Proposer Disclosure
 - References
 - Certification Regarding Scrutinized Companies
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- B. Submit one (1) original complete package, one (1) duplicate complete package, and one (1) electronic copy of the Proposal package on USB drive in a sealed envelope to the Town of Pembroke Park Town Clerk. All packages shall be clearly marked on the outside of the envelope: **Town of Pembroke Park ITB 24-04 Town Hall HVAC System Replacement**
- C. The Proposer's name and address, date and hour set for the Proposal opening shall also be included on the outside of the envelope.
- D. Submit the sealed Proposal package to Town of Pembroke Park, Attn: Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 on or before Friday, May 31, 2024 at 3:00 P.M. Late Proposals shall not be accepted.
- E. Allow for normal mail delivery time to ensure timely receipt of Proposals, if using regular mail.

- F. Proposals may not be submitted electronically, by e-mail, or fax.
- G. Selected Proposer shall return the following items:
 - Business License
 - Insurance Certificate
 - Completed Form W-9

7. ITB PACKAGE CONTENTS

- A. This ITB package includes:
 - Sections 1 through 5 hereof
 - Town of Pembroke Park Required Submittal Forms:
 - Proposal Forms
 - Proposal Signature Page
 - Questionnaire
 - Proposal Acknowledgment
 - Vendor/Proposal Disclosure
 - References
 - Subcontractors
 - Certification Regarding Scrutinized Companies
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Acknowledgement of Addenda
- B. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other errors in the ITB, the Proposer must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted as addenda to the Town and DemandStar's websites, at www.tppfl.gov and www.demandstar.com respectively.
- C. Questions must be submitted in writing to the Public Services Department at Aghany@tppfl.gov no later than 5:00 PM on or before Friday, May 10, 2024. Answers to questions related to the project will be posted on the Town's website www.tppfl.gov, and DemandStar at www.demandstar.com as an Addendum on Friday, May 17, 2024, by 3:00 PM. Respondents are responsible for checking the websites to ensure they have all addenda prior to submitting their Proposal, as failing to acknowledge any addenda may result in disqualification.

SECTION 2

1. EVALUATION CRITERIA

Town shall tabulate and evaluate only Proposals received from responsive and responsible Proposers, and award to the responsive and responsible Proposal with the best technical proposal and best price for the proposal.

Once opened, the Proposals will be tabulated and evaluated by the Town before recommendation and/or notice of intent to award. The Town, in its sole discretion, reserves the right to accept or reject any or all Proposals for any reason whatsoever. The Town further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the Town to award the Proposal to the lowest Proposer, or any Proposer. The Town reserves the right to make the award to a responsible Proposer submitting a responsive Proposal most advantageous and in the best interest of the Town.

Price will be a factor, but Town will not necessarily choose the lowest price. Selection will be based on best overall value for the Town. At the Town's sole discretion, the proposals may be evaluated using

simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

2. TABULATION OF PROPOSALS AND SELECTION PROCESS

To receive consideration, Proposers must have attended the Pre-Proposal site visit and Proposals must be delivered prior to, or on the Proposal opening date and time. Unless otherwise specified, Proposers shall use the Proposal forms provided with the Proposal Documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the Proposal to be rejected. All corrections on the Proposal shall be made in ink and initialed by Proposers in ink. All information submitted by the Proposer shall be printed, typewritten, or filled in with pen and ink. Proposals shall be signed in ink. Separate Proposals must be submitted for each ITB issued by TOWN in separate sealed envelopes properly marked. When a particular ITB requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Proposals sent via FAX will be rejected. Proposals will be publicly opened by the Town Clerk, in the presence of Proposals, the public, and TOWN's staff. Proposers and the public are invited and encouraged to attend Proposal openings. Proposals will be evaluated and made available for review by Proposers and the public in accordance with applicable regulations.

3. CONTRACT CONDITIONS

APPROVED EQUAL: All manufacturer's names, trade names, brand names, or catalog numbers used in the technical specifications with acceptance of APPROVED EQUAL are for the purpose of describing and establishing TOWN's minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS". In such cases, TOWN will be receptive to any item considered by qualified Town personnel as an APPROVED EQUAL. The specified make and model shall represent the level of quality and features desired by TOWN, and the Proposal shall state clearly in the Proposal any variance from those specifications. It is the Proposer's responsibility to provide adequate information, in the Proposal, to enable TOWN to ensure that the Proposal meets the required criteria. TOWN may reject the item, if adequate information is not submitted with the Proposal. TOWN will be the sole judge in determining if the item bid qualifies as an APPROVED EQUAL.

LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all Proposals received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and TOWN by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

PROPOSER PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY TOWN TO FOLLOW TOWN'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE USER'S DEPARTMENT OR THE FINANCE & BUDGET DIRECTOR, BY DELIVERING A LETTER OF PROTEST TO TOWN WITHIN TEN (10) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON TOWN'S WEBSITE AT THE FOLLOWING LINK: [https://www.tppfl.gov/How do I/bid-openings/](https://www.tppfl.gov/How%20do%20I/bid-openings/).

THE COMPLETE PROCUREMENT ORDINANCE MAY BE FOUND ON TOWN'S WEB SITE AT THE FOLLOWING LINK: <https://www.tppfl.gov>.

MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. Proposers must notify the Finance and Budget Department immediately, if they are unable to meet or exceed these items' specifications and believe that the technical specifications are overly restrictive. Such notifications must be received by the Finance and Budget Department prior to the questions' submittal deadline date, or five (5) days before Proposal due and open date. TOWN shall consider the technical specifications to be acceptable to all Proposers, if no questions or comments are received before the Proposal's submittal date.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP/ITB is a public record pursuant to Florida law, which is subject to disclosure by TOWN under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). TOWN shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and the Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the ITB purporting to require confidentiality of any portion of the Proposer's response to the ITB, except to the extent that certain information is in TOWN's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to TOWN which the Proposal claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. TOWN shall be the final arbiter of whether any information contained in the Proposer's response to the ITB constitutes a Trade Secret. TOWN's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless TOWN and TOWN's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of TOWN's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP/ITB AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP/ITB OR ANY PART THEREOF AS COPYRIGHTED.

QUANTITIES: All quantities listed in this ITB as estimated or projected are provided for tabulation and informational purposes only. No guarantee of quantities is given or implied. TOWN specifically reserves the right to accept all or any part of the Proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of TOWN, without such change affecting the contract unit price set forth in the Proposal form by the Proposal.

TAXES: The Town of Pembroke Park is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property.

SECTION 3

1. CONDITIONS TO AGREEMENT

ACCEPTANCE, CONDITION, AND PACKAGING : All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not

meeting specifications will be returned to the Proposal at the Proposal's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Proposers, by virtue of bidding, certify that if awarded any portion of the ITB the Proposer will supply only material or equipment that is 100% asbestos free.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of TOWN. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to Proposal specifications. Items delivered which do not conform to Proposal specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
Proposer's name being removed from TOWN's Proposer mailing list for a specified period of time, during which Proposers will not be recommended for contract award.

- All Town Departments being advised to refrain from doing business with the Proposer.
- All other remedies in law or equity.

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under any Contractor pursuant to this ITB. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under any Contract shall be those of the Contractor.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that apply to the Proposal Documents and Contract Documents.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

OTHER GOVERNMENTAL ENTITIES: An awarded Proposer may be requested to provide goods and services to other governmental agencies if Proposers have sufficient capacity or good quantities available. The awarded goods or services shall be provided in accordance with the terms and conditions of the ITB and contract. Prices shall be F.O.B. delivered to the requesting agency.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and kind, including cost and expenses for or on account of

any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of a Contract, including its use by TOWN. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under any Contract. The contractor will be reimbursed for all TOWN building permits.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to a Contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to a Contract. These accounting records shall be retained for the duration of a Contract and for three years after the final payment under a Contract, or until all pending audits, investigations or litigation matters relating to a Contract are closed, whichever is later.

SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Proposal Documents or Contract Documents, or if the Contractor violates any of the provisions of this the Proposal Documents or Contract Documents, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under the Proposal Documents or Contract Documents, or with such part or parts of the Proposal Documents or Contract Documents as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under the Proposal Documents or Contract Documents shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Proposal Documents or Contract Documents by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel a Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Services, equipment, and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

Proposals must clearly state any warranties and guarantees against Subcontractor's workmanship and material. In the event of default by the Proposer, TOWN reserves the right to procure the necessary services from other sources and hold the Proposer responsible for any excess costs incurred as a result of such action.

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods must be noted and explained fully in a submittal with Proposal entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or EQUAL" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Proposers shall notify the Public Services Department at Aghany@tppfl.gov at least ten (10) working days before the Proposal opening, or at the pre-Proposal conference, to allow sufficient time to resolve all discrepancies.

3. EMPLOYEES

The contractor shall provide qualified staff to perform all installation activities. Contractor shall have an "on-site" supervisor who speaks and reads English and is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

4. NON-DISCRIMINATION

Proposer agrees and warrants that in the performance of the contract pursuant to this solicitation, Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, history of mental disorder, or physical disability or other basis in any manner prohibited by federal, state, or local laws.

5. VARIATIONS TO SPECIFICATIONS

For each work authorization, Proposer must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

6. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to Ryan Todaro the TOWN's EOR for this project by the deadline stated herein via e-mail at rtodaro@cx4buildings.com. Oral instructions are not binding. All questions and interpretations will be clarified in writing to all Proposers by written addenda. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this Proposal.

7. RIGHT OF REJECTION

The Town reserves the right to waive any informality in any Proposal, to reject any or all Proposals in whole or in part, with or without cause, and/or to accept the Proposal that in its judgment will be in the best interest of the Town.

8. PERFORMANCE BOND

A full performance bond is required. Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the Town of Pembroke Park, Florida, in the Proposal's face amount as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be liquidated damages nor is it intended to limit the liability of the Contractor to TOWN in the event of a material breach of this Contract Agreement by the Contractor.

9. INSURANCE

The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN.

The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of Two million dollars (\$2,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Employer's Liability Insurance

- Six hundred thousand dollars (\$600,000) each accident
- Six hundred thousand dollars (\$600,000) disease - policy limit
- Six hundred thousand dollars (\$600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability - bodily injury and property damage

- Combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- Six hundred thousand dollars (\$600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials, and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination, or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

Workers compensation/Employers Liability- Workers compensation are statutory limits.

However, each contractor should have employer's liability limit of \$500,000/\$500,000/\$500,000. The Town will be named as a certificate holder WITH Waiver of Subrogation. If a PEO is used, a weekly report should be used to verify the employees on site. If they are not listed by the PEO the person should not be allowed to work on site.

PROVIDE CRANE/HELICOPTOR INSURANCE COVERAGE OF \$5,000,000.

10. INDEMNIFICATION

To the fullest extent permitted by law, the Proposer shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to attorney's fees and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any intentional or negligent act or omission by the Proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Proposer to perform or furnish the services, or anyone for whose acts the Proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents or employees by any employee of Proposer, by any person or organization directly or indirectly employed by Proposer to perform or furnish any of the work, or by anyone for whose acts Proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. WARRANTY REQUIREMENTS

Work performed under this award shall meet all applicable standards and codes. Awardee shall guarantee all work against any defects in workmanship and shall satisfactorily correct at no cost to the Town, any such defect that may become apparent within a period of one (1) year after completion of work. The

warranty period shall commence upon the date of Town's written final acceptance of the work. Warranty will cover parts, labor, and any necessary shipping.

SECTION 4

1. GENERAL TERMS AND DEFINITIONS

i. Definitions

Addendum/Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The proposer to whom award has been made.

Invitation to Proposal (ITB): Shall mean this solicitation documentation, including any and all addenda. An ITB involves tabulation of Proposals, and award shall to the lowest bidder.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Removal: To be removed, hauled away from site, and safely disposed at Contractor's expense.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Town: Shall refer to the Town of Pembroke Park

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The Town has established for purposes of this ITB that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

ii. Equal Opportunity Agreement

In connection with work performed under a Town contract, a Proposer agrees, upon receipt of a written award or acceptance of a contract, to support and abide by all State and Federal Equal Opportunity laws and regulations.

By submitting a Proposal in response to this solicitation, a Proposer agrees to:

- Not discriminate against any employee or job applicant because of their race, creed, color, sex, age, marital status, or national origin;
- Post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and
- Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Proposer is an "Equal Opportunity Employer".

iii. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or

revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

iv. E-verify

a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

v. Vendor Responsibility

Sec. 287.05701, F.S. Prohibition against considering social, political, or ideological interests in government contracting.

(1) As used in this section, the term "awarding body" means:

- (a) For state contracts, an agency, or the department.
- (b) For local government contracts, the governing body of a county, a municipality, a special district, or any other political subdivision of the state.
- (2)(a) An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- (b) An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.
- (3) Beginning July 1, 2023, any solicitation for the procurement of commodities or contractual services by an awarding body must include a provision notifying vendors of the provisions of this section.

vi. Public Entity Crimes

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

vii. Issuance of Addenda

If this solicitation is amended, the Town will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proposers shall acknowledge receipt of each addendum to this solicitation by signing and returning the addendum. The Town must receive the acknowledgment by the time and date, and at the location specified for receipt of Proposals.

viii. Payment

Prompt Pay Policy: It is the policy of TOWN to fully implement the provisions of the State of Florida Prompt Payment Act.

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification by the Public Services Department. Request for payment invoices shall be submitted to TOWN using company Contractor's letterhead and logo, addressed to: Town of Pembroke Park, 3150 SW 52nd Avenue, ATTN: Director of Finance, Pembroke Park, FL 33023. The invoice shall include the following: Company name, invoice number, date of invoice, project name, project number, purchase order number, Town's address, and work item for which payment is being requested.

Withholding Payment: In the event a contract is canceled under any provision herein, TOWN may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

ix. Access To Meetings

Persons with disabilities requiring reasonable accommodations to attend meetings, please call the Town Clerk at (954) 966-4600 at least forty-eight (48) hours in advance (excluding weekends and holidays). Public notice of all Evaluation Committee meetings will be posted in TOWN's office as far in advance of the meeting as possible.

x. Confidentiality

By submitting a Proposal in response to this solicitation, a Proposer acknowledges that TOWN is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to TOWN may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Proposer provide TOWN with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Proposer shall submit to Town both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated and provided the affected Proposer has otherwise fully complied with this provision, TOWN, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected material. If the person requests to examine or copy the complete version of the affected material, TOWN shall notify the Proposer of that request, and the Proposer shall reply to such notification, in a writing that must be received by TOWN no later than 4:00 p.m., ET, of the second Town business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify TOWN for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by TOWN, or assessed or awarded against TOWN, in regard to TOWN's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to the ITB and shall constitute TOWN's sole obligation about maintaining confidentiality of any document, material, or information submitted to TOWN.

2. CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to the Town Commission for its approval. The Contract award, if any, shall be made to the best technical responsive and responsible Proposer whose Proposal shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which Proposal is in the best interest of TOWN shall be final.

3. INSPECTIONS

The Contractor and the TOWN's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

4. PERMIT FEES

TOWN will reimburse the selected Contractor municipal permit fees. However, administrative re-inspection fees may be assessed to the selected Contractor, in instances where the required re-inspection is the direct result of Contractor's omission or error.

5. CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall always have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, TOWN shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of TOWN. The Contractor shall be responsible for injury to persons caused by the operation of its equipment.

6. STORAGE OF MATERIALS

Contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by the TOWN.

7. DISPOSAL OF WASTE

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the Proposer's responsibility to become familiar with the existing conditions of Preserve to determine the type of equipment necessary to successfully provide the specified services.

8. PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state and shall be corrected to the satisfaction of the Public Services Director Aleem Ghany.

9. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to TOWN prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to existing facilities and all its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Services Department in writing via electronic mail at Aghany@tpopf.gov. Failure to do so shall obligate the Contractor to make repairs per the above section.

10. LIQUIDATED DAMAGES

If TOWN finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have (10) calendar days to correct such deficiencies. No work will be paid for until all work has been inspected and approved by the TOWN. Time is of the essence and \$500.00 a day liquidated damages may be assessed for every calendar day the project is late.

SECTION 5

TOWN FORMS

1. PROPOSAL FORM

SCHEDULE OF PROPOSAL PRICES

Proposer warrants, by virtue of bidding, that the Proposal and the prices quoted in the Proposal will be **firm** for acceptance by TOWN, and that the Proposal prices will be in compliance with the Broward County Prevailing Wages.

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents.

Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

(Please fill in all blanks and return with your Proposal.)

NOTE: Proposer shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Proposer agrees to perform all the work described in the contract documents for the following unit prices or lump sums. PROPOSALS shall include shipping costs, sales tax, and all other applicable taxes. Proposer also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

Bid Tabulation shall be as follows:

Base bid shall be to perform the full Mechanical and Electrical scopes (and any sub-contractor work that will be included with the scope) of work as described and shown in the Bidding Documents.

- **Cx4b will issue pdfs of all plans upon request. Submit requests to Ryan Todaro. rtodaro@cx4buildings.com**

In accordance with the Town’s Request for Proposals (ITB 24-04) and the specifications contained herein, the undersigned proposes the following Proposal prices:

A. HVAC SYSTEM REPLACEMENT

Company Name				
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST (\$)
Option 1	Removal of existing HVAC System and related components and install a new Turnkey HVAC System per the engineering drawings and in strict accordance with Florida Building Code and manufactures specifications.	1	Base Bid LS	
	Permit Fee Allowance	1	LS	
	Total Bid		LS	
Option 2	Removal of existing HVAC System and related components and install a new Turnkey HVAC System per the engineering drawings and in strict accordance with Florida Building Code and manufactures specifications.	1	Base Bid LS	
	Permit fee Allowance	1	LS	
	Total Bid		LS	

Schedule Option 1:

Tentative schedule proposed is as follows:

- Start Construction (Approximate Start Date) –
- End Construction (Approximate End Date) –

After Notice to Proceed, State the anticipated number of Days to Substantial Completion: _____ Days

Schedule Option 2:

Tentative schedule proposed is as follows:

- Start Construction (Approximate Start Date) –
- End Construction (Approximate End Date) –

After Notice to Proceed, State the anticipated number of Days to Substantial Completion: _____ Days

B. PROPOSAL SIGNATURE PAGE

HOW TO SUBMIT PROPOSALS: Proposals must be submitted by hard copy. It is the sole responsibility of the Proposer to ensure that the Proposal reaches the Town of Pembroke Park, Town Hall, Town Clerk’s

Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the Proposal due date and time listed. Proposals submitted by fax or email will not be accepted.

The undersigned hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Request for Proposals (ITB).

I have read the ITB, and all attachments including the specifications and fully understand what is required. By submitting this signed Proposal, I understand any resulting Town contract will be subject to ITB instructions, terms, conditions, specifications, and addenda.

Submitted by	Date
--------------	------

Signature	Date
-----------	------

Name Print	Title
------------	-------

Company (Legal Registration)

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address

City	State	Zip
------	-------	-----

Telephone No.	FAX No	Email
---------------	--------	-------

Does your firm qualify for MBE or WBE status?	MBE	WBE
---	-----	-----



2. TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Proposers must complete and submit all TOWN requested documentation to be considered a responsive and responsible Proposer.

1. Section 5 Documentations
2. Questionnaire
3. Proposal Acknowledgment
4. Vendor/Proposer Disclosure
5. Subcontractors
6. References
7. Scrutinized Companies
8. Public Entity Crimes
9. Conflict of Interest Disclosure
10. Non-Collusion Statement
11. Confirmation of Drug-Free Workplace

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QUESTIONNAIRE

Submitted by (*Company Name*):

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida:

Years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(Attach a detailed explanation)

NO



PROPOSAL ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 24-04, Town Hall HVAC Replacement for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

The undersigned gives permission for Pembroke Park to contact business references provided in this Proposal, and any others for whom the undersigned has performed work.

The undersigned further states that this Proposal is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Proposer Business Name:

Authorized Representative Signature:

Authorized Representative Name (Print):

Authorized Representative Title (Print):

Address:

Date:

Phone:

Fax:

Email Address:

Key Staff Member(s) Will Assign to Project:



VENDOR/PROPOSER DISCLOSURE

I, _____, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park (“Town”) are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN: _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation’s stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership



SUBCONTRACTORS

The Proposer shall list all Subcontractors to be used on this project, if awarded the Contract for this project in the form below.

	CLASSIFICATION OF WORK	NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR
1.			
2.			
3.			
4.			
5.			

REFERENCES

All references must be from customers for whom your company has provided similar services as the specifications of this Proposal. *(Invalid contact information will result in default of references and may cause the Proposal to be disqualified.)*

Company Name:

1. Company	
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service (start/end)	
2. Company	
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service (start/end)	
3. Company	
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service (start/end)	



SCRUTINIZED COMPANIES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Proposers must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

- To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.
- The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Acknowledged By:

Firm Name:

Printed Name:

Title:

Signature:

Date:



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park (“TOWN”) officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 employee 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 the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

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

Proposer's Signature

Date



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

ADDENDUM ACKNOWLEDGEMENT - Bidder acknowledges that the following addenda have been received and are included in its Bid:

Addendum No. 1 Date Issued _____

Addendum No. 2 Date Issued _____

Addendum No. 3 Date Issued _____

Addendum No. 4 Date Issued _____

Addendum No. 5 Date Issued _____

Addendum No. 6 Date Issued _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.
