



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

TOWN OF PEMBROKE PARK
MISCELLANEOUS ELECTRICAL SERVICES (TERM CONTRACT)
ITB NO. 19-01

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

APRIL 25, 2019 AT 3:00 PM, EST

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

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

**Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)**

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Section 1.0 GENERAL CONDITIONS

1 1. PROJECT DESCRIPTION

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed bids from qualified licensed electrical contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and all incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, installation, and general lighting as needed when needed for the various Town facilities. Examples of common services under this agreement will include, but not be limited to the repair and installation of street lights and park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnectors, the electrical installation and/or replacement of lift stations, stormwater, wastewater pumps and associated devices, re-wiring of existing facilities, the electrical installation and/or replacement of fire alarm devices, the electrical installation and/or replacement of security cameras. All repair work shall be permanent. Contractor may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment or facility.

Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

These instructions are standard for all contracts for commodities or services issued through the Town of Pembroke Park Procurement Services Division. TOWN may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

1 2. ITB PACKAGE CONTENTS

- A. This ITB package includes:
- Sections 1 through 5 hereof
 - Town of Pembroke Park Required Submittal Forms:
 - Proposal Signature Page
 - Questionnaire
 - Proposal Acknowledgment
 - Vendor/Bidder Disclosure
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Certificate of Compliance with the Florida Trench Safety Act
 - Acknowledgement of Addenda
- B. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, the proposer must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted to the Town's website as addenda, at www.townofpembrokepark.com.
- C. Questions must be submitted in writing to Todd Larson, Public Services Director, no later than 5:00 PM on Thursday, April 18, 2019. Answers to questions of general interest will be posted to the Town website (www.townofpembrokepark.com) as an Addendum no later than 3:00 PM on Friday, April 19, 2019. Respondents are responsible for checking the website to ensure they have all addenda prior to submitting their proposal, as failing to acknowledge any addenda may result in disqualification.

1 3. BACKGROUND INFORMATION

- A. TOWN is a political subdivision of the State of Florida and is located in the southeastern part of the State in Broward County. Town was first incorporated December 10, 1957 as Town of Pembroke, and later incorporated as Town of Pembroke Park on June 20, 1959. Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. Town has a total area of 1.7 square miles.
- B. It is the intent of TOWN to pre-select a minimum of two (2) qualified licensed electrical contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, and installation, and general lighting as needed when needed for the various Town facilities. Contractor may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment, or facility.

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1 4. DEFINITIONS

BIDDING DEFINITIONS. TOWN will use the following definitions in its general conditions, special conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

ADDENDUM – A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

BID – A price and terms quote received in response to an ITB.

BID DOCUMENTS – The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

BID FORM – The form on which Bids are submitted.

BIDDER – Person or firm submitting a Bid.

CALENDAR DAYS – Every day shown on the calendar.

CHANGE ORDER – A written agreement executed by TOWN, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator, and approved by the Town Manager and/or Town Commission.

CONTRACT – A written contract agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONTRACT DATE – The date on which the Contract Agreement is effective.

CONTRACT DOCUMENTS – The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

CONTRACT TIME: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to TOWN.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to TOWN.

FIRST RANKED PROPOSER – That Proposer, responding to a Town RFP/ITB, whose Proposal is deemed by TOWN, the most advantageous to TOWN after applying the evaluation criteria contained in the RFP/ITB.

INVITATION TO BID (ITB) – TOWN requesting bids from qualified Bidders.

NOTICE TO PROCEED (NTP) – The written communication issued by TOWN to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

PROPOSAL – A proposal received in response to an RFP/ITB.

PROPOSER – Person or firm submitting a Proposal.

REQUEST FOR PROPOSALS (RFP) – TOWN requesting proposals from qualified Proposers.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

SCOPE OF SERVICE – Document which details the work to be performed by the Contractor.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to TOWN.

The following terms may be used interchangeably by TOWN: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

1 5. BIDDER PROPOSAL CONDITIONS

BIDDER EMAIL AND PHYSICAL ADDRESSES: TOWN maintains an electronic list of vendors email addresses. Notices of Invitations to Bid (ITBs) are sent via e-mail to the selection of Bidders who have fully registered with Onvia DemandStar or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with Onvia DemandStar in order to view the bid documents. If you wish to have purchase orders sent to a different address, please so indicate in your bid response. If you wish to have payment notifications sent to a different email address, please so indicate on your invoice.

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BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by TOWN for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS: The BIDDER or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. TOWN reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by TOWN.

DRUG-FREE WORKPLACE PROGRAM: BIDDERS are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. BIDDERS shall complete and submit a copy of the attached form and a copy of the program with their Bid.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the Town of Pembroke Park to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While TOWN does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with TOWN staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contracts.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

NO BIDS: If you do not intend to bid please indicate the reason (i.e. insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason) in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due date and time, as indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Services requested in this ITB.

PACKING SLIPS: It will be the responsibility of the awarded Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the Town of Pembroke Park purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SCRUTINIZED COMPANIES: This Section applies to any contract for goods or services of \$1 million or more: The Contractor 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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. TOWN may terminate this Contract at TOWN's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or

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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.

SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications, or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the BIDDER proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with TOWN's terms, conditions, and specifications.

By receiving a bid, TOWN does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by TOWN. If any bid contains material variances that, in TOWN's sole opinion, make that bid conditional in nature, TOWN reserves the right to reject the bid or part of the bid that is declared by TOWN as conditional.

1 6. BIDDING AND AWARD PROCEDURES

BIDS SUBMISSIONS: Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Pembroke Park, Clerk Office, 3150 SW 52nd Avenue - Pembroke Park, Florida 33023. The name and address of the BIDDER, the bid name, the bid number, the date and hour of the bid opening shall be placed on the outside of the envelope. E-mailed and facsimile bids will not be accepted.

To receive consideration, bids must be received prior to, or on the bid opening date and time. Unless otherwise specified, Bidders shall use the proposal forms provided with the bid documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the bid to be rejected. All corrections on the bid shall be made in ink and initialed by Bidders in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by TOWN in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids sent via facsimile transmission (FAX) will be accepted ONLY when it is specified in the ITB. Bids sent via FAX will be otherwise rejected. Bids will be publicly opened by the Deputy Town Clerk, in the presence of Bidders, the public, and TOWN's staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

QUALIFICATIONS/INSPECTION: Bids will only be considered from firms licensed by the State of Florida or Broward County in providing the types of commodities/services specified herein. TOWN reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform the work. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate the Contractor's inability to perform the work.

USE OF OTHER GOVERNMENTAL CONTRACTS: TOWN reserves the right to reject any part or all bids received, and subsequently utilize other available governmental contracts, if such action is in its best interest.

PRICES QUOTED: Bidders shall deduct trade discounts, and quote firm net prices. Bidders shall give both unit price and extended total. In case of a discrepancy in the amount of the bid, the unit price will govern. Each item must be bid separately. All prices quoted shall be F.O.B. destination, freight prepaid unless otherwise stated in the Special Conditions. Bidders pay and bear freight charges, Bidder own goods in transit, and file all shipping claims.

BID SURETY: When applicable, Bidders shall submit a bid security in the amount stated under the Special Conditions, either in the form of a bid bond or cashier's check. The bid security will be returned to the unsuccessful Bidders as soon as practicable after opening of bids. The bid security will be returned to the successful BIDDER after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; full execution of the contract documents, if required; or in accordance with the conditions stated in the Special Conditions.

BIDDING ITEMS WITH RECYCLED CONTENT: The Town of Pembroke Park encourages Bidders to submit bids or alternate bids for items that can use recycled content when addressing environmental concerns. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for TOWN to verify the recycled content. TOWN prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, TOWN may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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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 Bidder shall state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable TOWN to ensure that the bid meets the required criteria. TOWN may reject the item, if adequate information is not submitted with the bid. TOWN will be the sole judge in determining if the item bid qualifies as an APPROVED EQUAL.

MODEL NUMBER CORRECTIONS: The Bidder shall enter the correct and updated model number on the BIDDER proposal page, if TOWN specifies in the ITB a model number that is incorrect, no longer available, or replaced with an updated model with new specifications. In the case of an updated model with new specifications, Bidders shall provide adequate information to allow TOWN to determine if the model bid meets TOWN's requirements.

MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. Bidders must notify the Procurement Services Division 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 Procurement Services Division prior to the questions submittal deadline date, or five (5) days before bid due and open date. TOWN shall consider the technical specifications to be acceptable to all Bidders, if no questions or comments are received before the proposal's submittal date.

SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine their suitability. Unless otherwise specified in the Special Conditions, samples shall be requested after the date of bid opening, and shall be received by TOWN within seven (7) working days of request, and must be furnished free of charge to TOWN. TOWN upon request of the Bidder shall return all samples if not used in testing or destroyed within thirty (30) days of bid award at Bidder's expense. In addition, TOWN may request full demonstrations of items prior to award. The Bidder shall respond promptly and arrange a demonstration at a convenient location, when they are requested. Failure to provide samples or demonstrations as specified by TOWN may result in rejection of a bid.

MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the BIDDER to any relief from the conditions imposed in the contract.

PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has Town elected officials, officers, or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders shall disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from TOWN's BIDDER lists, and prohibition from engaging in any business with TOWN.

QUANTITIES: All quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No guarantee of quantities is given or implied. TOWN specifically reserves the right to accept all or any part of the bid, 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 BIDDER.

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

LIFE CYCLE COSTING: If so specified in the ITB, TOWN may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. TOWN reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

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 Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall

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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.

RESERVATIONS FOR AWARD AND REJECTION OF BIDS: TOWN reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. TOWN also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of TOWN. TOWN reserves the right to make an award to the responsive and responsible BIDDER whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve TOWN's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, TOWN reserves the right, in the event the selected Bidder does not perform satisfactorily, to award a trial period to the next ranked Bidder or to award a contract to the next ranked Bidder, if that Bidder has successfully provided services to TOWN in the past. This procedure shall continue until a Bidder is selected or the contract is re-bid, at the sole option of TOWN.

LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid 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 BIDDER shall not constitute a cognizable defense against the legal effect thereof.

BID 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:
<http://www.townofpembrokepark.com/departments/bid-openings/>.

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON TOWN'S WEB SITE AT THE FOLLOWING LINK: <http://www.townofpembrokepark.com>.

17. INDEMNIFICATION, BONDS, INSURANCE, AND WARRANTY

INDEMNIFICATION: The Contractor must agree to hold harmless TOWN, its elected officials, officers, and employees from any claims as a result of the awarded firm's negligence.

PERFORMANCE BOND: If a performance bond is required in Special Conditions, the 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 face amount specified in Special Conditions 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 is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of 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.

INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN or as specified in the Special Conditions.

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

WARRANTY: The Contractor shall provide warranty for the installed equipment and material, and labor for a period of 1-year after said equipment and material installation approval by TOWN; and warrant that the work will be performed in a professional manner in accordance with Town, State, and Federal standards applicable to the project.

1 8. PURCHASE ORDER AND CONTRACT TERMS

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.

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.

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.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Contract Agreement. 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 this contract shall be those of the Contractor.

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COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid 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:

- Bidders name being removed from TOWN's BIDDER mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

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 Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

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 this contract.

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

NON-DISCRIMINATION: The Contractor shall not discriminate as to race, sex, color, creed, age, or national origin in the operations conducted under this contract.

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

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).

OTHER GOVERNMENTAL ENTITIES: An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good 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.

INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the Town of Pembroke Park and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract Agreement, or if the Contractor violates any of the provisions of this Contract Agreement, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Contract Agreement, or with such part or parts of the Contract Agreement 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 this Contract Agreement 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 Contract Agreement 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 contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

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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.

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 this 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 this contract. These accounting records shall be retained for the duration of the contract and for three years after the final payment under this Contract Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to TOWN are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to TOWN to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. TOWN may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event TOWN does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of TOWN, TOWN will reserve the following options:

1. The contract can be canceled by TOWN upon giving thirty (30) days written notice to the Contractor with no penalty to TOWN, or the Contractor. The Contractor shall fill all TOWN requirements submitted to the Contractor until the termination date contained in the notice.
2. TOWN may require the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If TOWN, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve itself of a legitimate obligation under the contract, and no unusual circumstances had occurred, TOWN reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from TOWN for a stated period of time.

If TOWN does agree to adjusted costs, these adjusted costs shall not be invoiced to TOWN until the Contractor receives notice in writing signed by a person authorized to bind TOWN in such matters.

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 the 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 bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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.

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Section 2.0 SPECIAL TERMS AND CONDITIONS

2.1. COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that s/he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

2.2. 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. Only the highest quality workmanship shall be acceptable. 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.

All electrical work performed and material provided must be guaranteed for a minimum period of one (1) year.

Contractor is expected to properly troubleshoot and repair electrical issues reported by TOWN.

Bids must clearly state any warranties and guarantees against Subcontractors workmanship and material.

In the event of default by the BIDDER, TOWN reserves the right to procure the necessary services from other sources and hold the BIDDER responsible for any excess costs incurred as a result of such action.

2.3. TERM OF CONTRACT

The initial contract term is two (2) years with the option to renew for two (2) additional years at the discretion of TOWN Manager, provided the successful proposers agree to maintain the same terms and conditions of the current contract.

2.4. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Public Services Director or his/her designee by the deadline stated herein via e-mail at TLarson@townofpembrokepark.com. Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this bid.

2.5. MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-bid Conference will be held at 10:00 AM on April 10, 2019 at the Town Hall Council Chambers, 3150 SW 52nd Avenue, Pembroke Park, FL 33023. In order to be eligible for contract award Bidder must attend the Mandatory Pre-bid Conference.

2.6. SCHEDULE OF EVENTS

TOWN will use the following tentative time schedule in the selection process. TOWN reserves the right to change and/or delay scheduled dates.

Event	Date
ITB Available	March 25, 2019
Mandatory Pre-Bid Meeting (10:00 AM)	April 10, 2019
Last Date Receipt of Questions (by 5:00 pm EST)	April 18, 2019
ITB Bid Due (3:00 pm EST)	April 25, 2019

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 bid 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.

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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, Bidders shall notify the Public Services Director Todd Larson at TLarson@townofpembrokepark.com at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

2 7. CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall 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 the Town of Pembroke Park. The Contractor shall be responsible for injury to persons caused by the operation of the equipment.

2 8. EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all electrical installation, replacement, and repairs activities. Contractor shall have an "on-site" supervisor who 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.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor and its employees shall not smoke in municipal buildings.

Contractor shall provide TOWN with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

2 9. 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 TOWN.

2 10. 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 Bidder(s) responsibility to become familiar with the existing conditions of all TOWN facilities that are included in this bid and to assist TOWN in determining the type of equipment necessary to successfully provide the specified services.

2 11. 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 of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Services Director Todd Larson in writing via email at TLarson@townofpembrokepark.com. Failure to do so shall obligate the Contractor to make repairs per the above section.

2 12. INSPECTIONS

The Contractor and the Town of Pembroke Park'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.

2 13. VARIATIONS TO SPECIFICATIONS

For each work authorization, Bidder 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.

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2 14. 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 TOWN. Time is of the essence and up to \$50.00 a day liquidated damages may be assessed for every calendar day the project is late.

2 15. PAYMENT

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 and approval by the department requesting the service. Authorized time and materials invoices, at a minimum, shall include the following information:

Labor cost at the established rate plus cost of materials plus mark up. Invoices shall be submitted to TOWN with the request for payment and it shall include the following:

- Invoice from supplier for all purchased materials
- Number of employees that worked
- Title of each employee
- Number of hours worked by each employee
- Hourly rate of each employee
- Hourly rate times the number of hours worked

2 16. PERMIT FEES

TOWN will reimburse the selected Contractor(s) any permit fee(s), as may be needed, on a project by project basis. 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.

2 17. VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Contractor is an independent contractor and not an agent of TOWN. The Contractor shall not pledge or attempt to pledge the credit of TOWN or in any other way attempt to bind TOWN.

2 18. 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 Contract Administrator or designee.

2 19. EVALUATION METHOD AND CRITERIA

Contracts shall be awarded to the responsive and responsible BIDDER with the lowest bid. In determining the "lowest responsive, responsible BIDDER," the Public Services Director shall consider the criteria below:

Criteria

- Prices Proposed
- Scope of Services Proposed
- Contractor's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Drug-Free Workplace

TOWN reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

2 20. NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposers. TOWN may enter into contract negotiations with the recommended Proposers or take such other action as it deems to be in the best interest of TOWN.

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2 21. CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to Town's Public Services Director for considerations and may be submitted to TOWN Commission for their approval. The Contract award, if any, shall be made to the lowest BIDDER 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.

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Section 3.0 SCOPE OF SERVICE

3.1. PURPOSE

The purpose of this ITB is to: Pre-select a minimum of two (2) qualified licensed electrical contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, and installation, and general lighting as needed for the various Town facilities. Examples of common services under this agreement will be the repair and installation of street lights and park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnectors, the electrical installation and/or replacement of lift station, stormwater, wastewater pumps and associated devices, re-wiring of existing facilities, the electrical installation and/or replacement of fire alarm devices, the electrical installation and/or replacement of security cameras, etc. All repair work shall be permanent. Contractor may be required to repair, alter, remodel, add to, subtract from or improve any previous electrical equipment or facility.

Proposers shall provide three (3) references for similar projects, and proof of a **minimum of three (3) years' experience** of commercial electrical services.

All preventive maintenance, repair and installation of electrical equipment and performance of electrical services shall be in compliance with the following standards:

- a) American National Standards Institute (ANSI).
- b) Florida Building Code (FBC).
- c) Illuminating Engineering Society of North America (IESNA) handbook, latest edition.
- d) National Electrical Code (NEC).
- e) National Electrical Manufacturers Association (NEMA) - Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
- f) Occupational Safety and Health Administration (OSHA).
- g) Photometric data of an independent nationally recognized testing agencies will be accepted. Photometric data of testing laboratories of luminaire manufacturers may be accepted, if certified and approved by the PPO Supervisor assigned.
- h) Precast/Prestressed Concrete Institute (PCI) Design Handbook, 5th edition, PCI MNL – 120-99.
- i) Underwriters' Laboratories, Inc. (UL) - This applies to materials which are covered by UL standards.
- j) Conformance with any other applicable local codes and standards.

3.2. DESCRIPTION OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation and/or inspection of electrical infrastructure on a 24 hour basis seven days a week. EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise stipulated by TOWN. Time and material pricing, as it may be specified in this bid, shall be on an hourly basis plus the cost of materials plus mark up. Cost per hour shall be non-overtime rate from 7:00 A.M. to 5:00 P.M. Monday through Friday and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all day Saturday, Sunday, and Town observed holidays. Travel time will not be considered in the calculation of elapsed time.

The work will be distributed to the pool of selected contractors based on the following criteria:

- a. Emergency repairs (overtime rate and materials plus markup)
- b. Scheduled repairs and/or new installation (time and materials plus markup)
- c. Single work exceeding \$10,000 (to be competitively bid among the selected pool of contractors)

Contractor must submit documentation to TOWN, with each invoice, including paid invoices to suppliers for the cost of parts and materials along with the costs for labor.

Contractor will be responsible for making all repairs. Other than providing access to Town facilities, Contractor should not rely upon TOWN to obtain permits or act as a facilitator between utility companies, outside vendors, and/or manufacturers.

Prior to starting any work or repairs, TOWN may request a detailed budgetary estimate from Contractor for any proposed work. Work may not be started until TOWN directs Contractor to do so by written communication.

All vendors must have an active phone number and email address to communicate with TOWN. For invoicing purposes, authorized work is considered started when Contractor arrives at the location and will end when the work is completed. TOWN will not pay for travel time.

If requested by TOWN, Contractor must return any damaged parts to TOWN after performing repairs.

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Contractor will be allowed to invoice for miscellaneous materials. "Miscellaneous materials" are herein defined as materials that are already owned by Contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$100 per repair. Miscellaneous materials are not intended to be abused by Contractor; therefore, it will require the approval of the Public Services Director. A decision by the Public Services Director pertaining invoicing of miscellaneous materials is final, whether it is in favor or against Contractor. No back up will be required for the invoicing of miscellaneous materials; however, Contractor will be required to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

Emergency Repairs:

Contractor, as requested by TOWN representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. Contractor, as requested by TOWN representative, will furnish all labor and necessary tools and materials at an established overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all day Saturday and Sunday. Emergency repairs that are completed under the time and materials guideline will require that Contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the event Contractor does not respond to TOWN's request for service in a timely manner, as established in this bid, TOWN representative will contact the next contractor in the rotation. Failure to respond three (3) times to the Public Services Director under assigned rotation will constitute failure to perform and may be subject to contract termination.

Scheduled Repairs:

TOWN will request from the selected Contractor, a detailed budgetary cost estimate, to be approved by the Public Services Director to complete any electrical services listed within this bid that the cost does not exceed \$10,000. In the event that TOWN and Contractor fail to agree on the proposed cost estimate, the Public Services Director will end negotiations and will request a new proposal from the next contractor in the rotation. If due to unforeseen conditions, additional work is required to complete the pre-approved work specified in the cost estimate, the Public Services Director can authorize Contractor to complete the required additional work to be paid at the actual time and cost of materials plus mark up as it is established in the executed contract between TOWN and the selected Contractor(s). Work completed under the time and materials guideline will require that Contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. In the event Contractor does not respond to TOWN's request to submit a cost estimate in a timely manner, TOWN representative will contact the next contractor, in the rotation, to request a new cost estimate. Failure to respond three (3) times to the Public Services Director under assigned rotation will constitute failure to perform and may be subject to contract termination.

Single Work Exceeding \$10,000:

TOWN will request a cost estimate proposal for work exceeding \$10,000, from all pre-qualified Contractors for any required electrical services listed in this bid. TOWN will select the contractor based on the lowest price submitted.

3.3. GENERAL LOCATION OF WORK

The work will be performed within the municipal buildings and sites within the municipal boundaries of the Town of Pembroke Park. See Table 1 below.

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Table 1 - Sample of the types of electrical services anticipated for the facilities under this term contract:

<i>TOWN may request repair and/or maintenance involving one or more of the electrical services listed below for any of TOWN's facilities</i>										
Facility	Address	Service Panel	Wiring	Parking Lot Lights	Park Lights	Outside Building Lights	Interior Lights	Pumps/ Controls	Cameras	Fire Alarms
Town Hall	3150 SW 52nd Ave	x	x	x		x	x		x	x
Raymond P Oglesby Preserve	3115 SW 52nd Ave	x	x	x	x	x	x		x	x
Ryan Park	3115 SW 52nd Ave	x	x	x	x	x				
Patrick Behan Park	3200 SW 25th St	x	x	x	x	x			x	
Behan Walkway	3200 SW 25th St	x	x	x	x	x				
Howard P. Clark Linear Walkway	3116 SW 24th St	x	x	x	x	x				
Lift Stations	30 stations throughout TOWN	x	x	x				x		
Stormwater Stations	3 stations throughout TOWN	x	x	x				x		

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3 4. EQUIPMENT

Equipment up to and including those items listed below are considered overhead items covered under the labor rate bid. Specialty trade items for which additional charges are appropriate must be approved by TOWN on a case-by-case basis. Overhead Equipment Covered Under Labor Rate:

- o All light trucks, personnel, and tool transport equipment;
- o All hand tools (including power tools) customarily employed in the electrical trade;
- o Bucket truck/Aerial Lift truck 59' or less working height

Equipment up to and including those items listed below are not considered overhead items and shall be listed on the Bid Form Tools and Equipment Not Covered Under Labor Rate:

- o Bucket truck/Aerial Lift truck 60' or more working height;
- o Trencher to 4' depth;
- o Crane truck

A list of equipment, confirming ownership, including size and capability, shall be included with the bid, or upon request. The equipment list must be complete, capable of executing every project for which the BIDDER submits item prices on the Bid Form.

Service trucks must be capable of servicing a minimum of 20-50-amp exterior circuits. Contractor must also have the necessary materials and equipment to locate conduit and wires buried in the ground.

Transportation costs for owned-leased or rented equipment not included above related to specific projects will be reimbursed at the hourly rate for the specific equipment required when picked-up and returned to Contractor's owned-leased or rented location.

Transportation costs for owned-leased or rented equipment between TOWN locations will be reimbursed at the hourly rate when the Contractor's personnel are assigned to more than one work location per day.

3 5. ELECTRICAL PRODUCTS

Unless otherwise indicated in writing by TOWN's Public Services Director, the products to be furnished under this specification shall be the manufacturer's latest design. Where two or more units of the same class of equipment are required, these units shall be products of the same purpose and rating and shall be interchangeable throughout the project.

All products shall be newly manufactured. Defective equipment or equipment damaged in the course of the installation or a test shall be replaced or repaired in a manner meeting the approval of the Public Services Director, at no additional expense to TOWN.

3.7.1 LUMINARIES

- A. Contractor shall submit shop drawings and product data and/or samples when requested by TOWN's Public Services Director. The shop drawings must be of a sufficient size to show necessary detail for each luminaire type, and its components. Catalog cuts or scale drawings will not be acceptable. The Contractor must provide and supply products equal to each facilities operational equipment in order to maintain a consistent stock of items that are common to each installation to avoid an oversupply of unnecessary or outdated products that cannot be used for maintenance and replacements. TOWN may from time to time elect to conduct a complete upgrade of products at each installation, and in such an event, Contractor shall coordinate with TOWN to develop a plan for programmatic and necessary equipment upgrades.

Shop drawings may include but are not limited to: manufacturer's dimensioned scale drawings showing in complete detail the fabrication of all luminaires including finish, metal thickness, fabrication methods, support method, ballasts, socket type of shielding, reflectors, provisions for re-lamping, effective projected area (EPA), and all other information to show compliance with NEC and UL.

Shop drawings and supporting calculations that contain structural information shall be signed and sealed by a State of Florida-registered Professional Engineer.

- B. Luminaire details may vary slightly from those shown on drawings provided the changes do not adversely affect size of installation, durability, performance or appearance of the luminaire. TOWN reserves the right to subject materials to photometric testing at an independent testing laboratory.
- C. When requested, Contractor must submit for review and approval one representative sample of any luminaire or component required under the scope of a specific project. After review and approval, luminaire materials are to be shipped to the location indicated by TOWN's Public Services Director. Samples are to be provided at no charge to TOWN. Luminaire parts and components not specifically identified or indicated are to be manufactured of materials appropriate for their function, resistant to corrosion as well as thermal and mechanical stresses encountered in the

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normal application and functioning of the luminaries with particular emphasis on south Florida climatic conditions, wherever possible.

- D. Contractor shall provide lamps for luminaries when requested by TOWN's Public Services Director. TOWN reserves the right to provide the lamps from its own stock when it is cost effective to do so. Any remaining lamps not used in any project remain the property of TOWN. When possible, all non-LED fixtures shall be replaced with LED fixtures. Otherwise, the Contractor shall match replacement fixtures equal to or better than the existing fixtures being replaced to meet minimum standards of the IES for the spaces that re-lamping occurs or where new fixtures are installed. To achieve a uniform lighting level in spaces where new fixtures are installed, the lighting levels must be equal to or greater the quality of light in spaces where fixtures are changed out.
- E. Lamps as specified for the individual luminaries or lighting equipment must be delivered and installed, leaving luminaries completely lamped and in normal operating condition. Lamps produced by the manufacturers such as General Electric, Osram-Sylvania, Lithonia, or Phillips should be used. The use of ecologically-friendly lamps must be used, wherever practicable. Contractor shall match existing product(s) used in buildings being serviced to maintain uniform equipment standards for lumen output and electrical capacity.
- F. Fluorescent and incandescent lamps shall be re-installed only in areas and cases when and where it is neither practical nor possible to install LED lamps. Fluorescent lamps shall be F32T8/RS/CW (2900 lumens) energy savings or equivalent unless specifically noted otherwise. Incandescent lamps shall be IF (inside frost) and rated for nominal operation at 130V, extended service, unless specifically noted otherwise. 120V lamps are NOT acceptable.
- G. All cast parts, including die-cast members are to be of uniform quality, free from blow holes, pores, hard spots, shrinkage defects, cracks or other imperfections that affect strength and appearance, or are indicative of inferior metals or alloys. Exterior surfaces such as extruded metal parts which do not otherwise receive a finishing coating shall be machined, sanded or similarly treated. All finished castings shall be given a minimum of one coat of baked-on clear methacrylate lacquer unless a painted finish is specified.
- H. Any products used by Contractor shall be from a manufacturer with a minimum of 10 years of experience in the design and production of their products listed in these Specifications.
- I. Lighting fixtures shall be as indicated or specified. The details, shapes and dimensions are approximate, and variations, when approved, may be made in order to use stock fixtures.
- J. Lighting fixtures shall conform to UL publication #57, and shall be complete with lamps and all necessary accessories and fittings.
- K. Lens frames shall be supported so as to avoid sagging, and shall be readily removable or suitably hinged and latched. Removable frames shall have adequate means of retention for use when servicing.
- L. Lamp sockets must be rigidly and securely attached to the luminaire enclosure or husk.
- M. Incandescent lamp sockets must be fabricated of heavy-duty, heat-resistant porcelain. Plastic or metal sheet sockets cannot be used unless specifically requested by TOWN.
- N. Fluorescent lamp sockets operating with an open circuit voltage in excess of 300V must be of the safety type, and open the supply circuit when the lamp is removed from the sockets.

3.7.2 PARKING LOT LIGHTING

Open parking lots and access thereto shall be provided with a maintained minimum of 1 foot-candle on the parking surface from dusk until dawn. The uniformity ratio shall not exceed a twelve to one ratio (12:1) maximum to minimum foot-candles, not to exceed 0.05W per square foot. TOWN reserves the right of actual performance verification.

Reflectors and bodies for fluorescent lamp luminaires made of steel of the thickness specified, shall have a baked-on white synthetic enamel finish and given a suitable primer and white color coats properly applied.

3.7.3 LED LUMINARIES

LED luminaires shall be provided with all cables, controllers, power supplies, connectors, terminators, and accessories required for a complete installation. LED system(s) shall utilize pulse width modulation, non-linear scaling techniques, and reverse polarity protection for high resolution output.

LED luminaires shall be tested in accordance with IESMA LM-79 (luminous output, power input, luminaire efficacy (lumens/watt), color temperature, and color rendering index), and IESMA LM-80 (output luminous maintenance, 10,000 hours minimum test). Luminaire output shall be a minimum of 60 lumens/watt. Rated life shall be a minimum of 50,000 hours at 50% output. Testing shall be performed by a US Department of Energy (DOE) accredited laboratory.

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LED luminaires shall be high brightness and binned for forward voltage, luminous flux and wavelength.

LED drivers shall be solid-state Class 1 power supply/driver. The system shall have a minimum 90% power factor and a maximum of 30% THD, and heat sensing with color sensing feedback. Adequate heat sink capability shall be provided to ensure the rated life.

The luminaires (to include LED lamps and LED drivers) shall have five (5) years minimum warranty for replacement and labor.

3.7.4 REFLECTORS

Reflectors, reflecting cones and baffles should be fabricated from No. 12 aluminum reflector sheets, 0.57" (15- gauge) or heavier, free of any tooling marks, spinning lines and be free of any marks or indentations caused by riveting or other assembly techniques. Contractor shall ensure that no rivets, springs or other hardware are visible after installation.

Reflectors and baffles must be of first quality, polished, buffed and anodized finished, and have a color as selected by TOWN's Public Services Director. Reflector and baffles must have modified elliptical contour and produce no apparent brightness from nadir to 40 degrees above nadir, nor the lamp image nor any part of the lamp visible from nadir to 40 degrees above nadir.

Aluminum reflectors, where required, are to be formed and finished as noted on drawings or as directed by TOWN's Public Services Director. Reflectors should be free from blemishes, scratches or indentations which would distort their reflective function.

3.7.5 WIRING

Wiring between fluorescent lamp holders, associated operating and starting equipment must be of similar or heavier gauge than the leads furnished, with the approved types of ballasts, and have equal or better insulating and heat-resisting characteristics.

Wire within housing must be entirely covered with flexible woven fiberglass sleeve. Wiring shall be protected with tape or tubing at all points where abrasion may occur. Wiring within luminaire construction shall be concealed except where the luminaire design or mounting dictates otherwise.

Connections of wires to lamp holder terminals and other accessories must be made in a neat and workmanlike manner and be electrically and mechanically secured with no protruding loose strands. The number of wires extending to or from the terminals of a lamp holder or other accessory shall not exceed the number that the accessory is designed to accommodate.

Wiring channels and wire ways must be free from projections and any rough or sharp edges throughout. All points or edges over which conductors must pass, and which may be subject to injury or wear, shall be rounded or bushed.

Insulated bushings shall be installed at points of entrance and exit of flexible wiring.

Junction boxes attached to luminaires must be approved for the number of conductors indicated on the drawings with supplementary junction boxes installed, where required, and must comply with NEC.

For exterior lighting, Contractor shall provide a fuse and fuse holder in the primary side of each ungrounded conductor for all ballasts and at the hand hole of each exterior pole-mounted luminaire or junction box, for each wall-mounted luminaire.

Ballasts shall be CWA (constant-wattage autotransformer) for designated voltage. The approved manufacturers are Advance, Jefferson, General Electric, Sola or Universal.

All splices in ground boxes shall be sealed with approved sealing packs. The approved brand is 3M Scotch Lock 3570. All conduits entering ground boxes shall be sealed with an approved duct seal in order to prevent the intrusion of water and other objects.

3.7.6 LIGHTING CONTACTORS

Lighting contactors shall be electrically operated, mechanically held with double break silver alloy contacts, fully-rated for tungsten, and have fluorescent or general use loads with interrupting capacity of 300% of rated current and NEMA 1 enclosure, except as otherwise specified. Approved manufacturers are ASCO-920RC, Square-D Class 8903, General Electric CR160MB, and Westinghouse A202.

3.7.7 ILLUMINATION

Contractor shall provide illumination computer printouts for all parking lots and maintain a minimum of 1 foot-candle with a maximum to minimum ratio of 12:1.

Illumination of façade should be accomplished with multiple controlled beam floodlights as shown on luminaire schedule. Floodlights must be contained in aluminum-fabricated housings mounted vertically on the face of each pole.

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Luminaries must provide 5 foot-candles average with a maximum to minimum ratio of 4:1.

A computer printout of point-by-point vertical foot-candles with the shop drawings shall be provided prior to fabrication.

3.7.8 LUMINAIRE INSTALLATION

Contractor must be aware that luminaire locations as indicated on the drawings are approximate. Contractor is responsible to verify future locations with any existing plans provided by TOWN Department or other reference data prior to installation. Contractor is also responsible to check for adequacy and non-interference with other equipment.

Upon completion of the installation, the luminaires and lighting equipment must be in complete operating order, free from defects in condition and finish. At the time of final inspection, luminaires and equipment must be fully lamped, and be complete with required lenses of diffusers, reflectors, side panels, louvers or other components necessary for the proper functioning of the luminaires. Luminaires and equipment must be clean and free from dust, plaster or paint spots. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to the final inspection must be replaced by the Contractor at no additional expense to TOWN.

Housings installed directly in concrete should be fabricated of hot-dipped galvanized steel or cast aluminum. Where cast aluminum housings are used, two coats of asphaltum paint shall be applied prior to installation.

1/8" thick x 2" diameter solid neoprene grommets shall be used at every mounting point for all luminaires surface-mounted to concrete structure to prevent direct contact of housing to concrete.

All directional luminaires shall be adjusted to obtain the most uniform light distribution. Similar luminaires shall be oriented consistently. Luminaires shall be coordinated with speakers, air grilles, pipes and ductwork.

Luminaire bottoms, edges and ends of rows must be even. Rows shall be straight, aligned and equally spaced in distinct areas. All luminaires shall be clean of debris and fingerprints and trim adjusted to fit surface snugly. All necessary hangers and mounting accessories shall be provided for a complete installation.

Fluorescent luminaires shall be located in the equipment rooms to provide the best illumination of the equipment already installed. Chains or rods shall be used to support luminaires installed below ducts and pipes, as required. Luminaires shall be installed after pipes and ducts are installed.

After the installation of luminaires is completed, luminaires shall be adjusted after dark under the supervision of TOWN's Public Services Director.

Upon completion of the luminaire projects, lighting shall be turned on for a continuous 48-hour period in order to observe and replace any burned-out lamps and/or defective ballasts, fuses and related material.

3 6. PANELBOARD

Shop Drawings shall be submitted for review on each panelboard indicating cabinet dimensions, component arrangements, characteristics, and sizes.

- A. Panelboards shall conform to Federal Specification W-P-115a, complete with cabinets and locks. Fronts shall be finished to resist corrosion with not less than one priming coat and one pearl gray finishing coat. Components shall be arranged approximately as indicated.
- B. Circuits shall be numbered serially from top to bottom with odd numbers on the left. Adjacent poles of single pole devices shall be of opposite polarity with split-phase bussing.
- C. Keys shall be provided, each of which shall operate all the panelboard cabinet locks. A typewritten directory shall be provided with a transparent protective cover on the inside of the panelboard cover. Panels shall be factory assembled and tested. Circuit breaker panelboards shall be Type I, Class 1, bolt-on type.
- D. Panelboards shall be as manufactured by Square "D", Siemens, or Eaton Corporation.
- E. Panelboard bus shall be copper.

All panels shall be mounted with tops at 6' above the floor, except as noted or approved otherwise. Grouped equipment shall be mounted on backboards. All panels and devices shall be identified. All adjacent panels shall be nipped together using minimum 1-1/2" conduit. All debris shall be cleaned out of cabinets prior to installing covers. A minimum of two empty conduit stubs shall be provided from flush mounted panels to ceiling spaces above and below.

3 7. SAFETY SWITCHES, CIRCUIT BREAKERS AND FUSES

Shop Drawings shall be submitted for review including catalog cuts showing sizes, types and characteristics of all products.

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3.7.1 SAFETY SWITCHES/CIRCUIT BREAKER DISCONNECTS

- A. Safety switches shall conform to Federal Specifications W-S-865c, heavy duty type HD, fusible or non-fusible, with the poles, ampere, voltage and horsepower ratings indicated and shall have solid neutrals and Class R clips. Lugs shall be UL listed for copper-aluminum.
- B. Enclosures for safety switches shall be NEMA-1, general purpose, except that switches indicated (WP) weatherproof, shall be NEMA-3R, unless marked NEMA-4X. Provide hubs as required for NEMA-3R enclosures with suitable gaskets and bonding means.
- C. Switches and disconnects shall be as manufactured by Square 'D', General Electric, Siemens, or Eaton.
- D. Circuit breaker disconnects may be used in lieu of safety switches, provided they comply with the safety switch requirements, are applied within their ratings, and a schedule is submitted for approval.

3.7.2 CIRCUIT BREAKERS, MOLDED CASE

- A. Circuit breakers shall conform to Fed. Spec. W-C-375a and NEMA Standard AB-1, unless indicated otherwise. Circuit breakers shall be of the ampere rating, voltage rating, number of poles and class or interrupting capacity (IC), as indicated. Interrupting ratings are given in root mean square (RMS), symmetrical amperes based on NEMA test procedures. Lugs and terminals shall be UL listed for copper-aluminum. Accessories shall be 120 volts.
- B. Each circuit breaker shall have a trip unit for each pole with elements providing inverse time delay under overload conditions and instantaneous magnetic trip for short circuit protection, unless indicated as non-automatic. Trip elements shall operate a common trip bar to open all elements.

3.7.3 FUSES

- A. Rejection fuses shall be provided for all fusible equipment regardless of which section has furnished such equipment.
- B. Fuses shall be of the ratings shown on the drawings, UL listed and shall be Bussmann Manufacturing Co., Gould-Shawmut Company, CEFCO or approved equal.
- C. All fuses shall be current limiting and have an interrupting capacity of at least 200,000 amperes RMS symmetrical.
- D. The time-current characteristics and ratings shall be such that positive selective coordination is assured.
- E. Fuses, 600 amperes and lower, where applied to general feeder and branch circuit protection, shall conform to UL Class RK-1 standards and be Bussmann Type LPN-RK-SP LPS-RK-SP, "Low Peak". Gould-Shawmut dual element "Amp-Trap."
- F. Fuses, where required for circuit breaker protection shall conform to UL Class RK-1 standards and be Bussmann Type LPN-RK-SP or LPS-RK-SP "Low Peak", or Gould-Shawmut Class RK1 "Amp-Trap."
- G. Coordination and current limitations, or the protection of each part of the electrical system, must be designed around the type and class and manufacturer selected for that type and class.

3.7.4 INSTALLATION

- A. Grouped switches, disconnects and controls shall be mounted on backboards or Unistrut. Labels shall be provided on or in all fusible equipment indicating the type and size replacement fuse required.
- B. Generally, switches and disconnects shall be mounted between 4' and 5' A.F.F., readily accessible.
- C. All fuses shall be installed, as required, where indicated on the drawings. Where required by the National Electrical Code, special attention shall be given to air conditioning equipment.
- D. 10% spares (minimum of three) shall be provided of each size and type of fuses furnished. Spare fuses shall be placed in a wall mounted cabinet equal to: Bussmann SFC, which shall be located in the switchgear room.

3.8. GROUNDING

A complete grounding system shall be installed in accordance with NEC Article 250.

Grounding Electrodes shall be a minimum of 5/8" diameter by 10' length & copper-clad, unless otherwise specified. Grounding accessories shall be as manufactured by Burndy, Erico, or Thompson.

End to end fixtures shall be continuously bonded. Grounding contact of receptacles shall be connected to a solidly grounded conduit system or to a system grounding conductor (not the system neutral) by a stranded copper wire not smaller than 12 AWG or shall be grounded in some other approved manner.

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All metal parts shall be bonded. Equipment and bus connections shall be made with suitable lugs or clamps. Contractor shall apply the Cadweld process to connect all wire-to-ground rod joints. The Cadweld process shall be applied to connect all wire-to-wire joints size 1/0 AWG and over.

All conduits stubbing under switchboards, transformers and similar locations shall be bonded using bonding bushings. Each conduit shall be bonded separately.

A bonding wire shall be provided from grounding bushings on all conduits terminated at panels, boxes, wireways, panels, etc.

A bond wire shall be provided in all flexible metal conduits and connect to the boxes at each end in an approved manner.

PVC shall be used to sleeve grounding conductors, except that where sleeves are subject extreme injury, rigid metal conduit bonded at both ends shall be used.

All separately derived sources, such as transformers, shall be grounded to adjacent cold-water pipe or building steel in accordance with the NEC.

All equipment shall be grounded with lugs equal to T & B "Loctite" one bolt-hole tongue #31003 or equal.

All conduits to Service entrance equipment and Transfer Switch along with Load Center shall have Grounding Bushing on all conduit and ground to box, cabinet, etc., in order to give additional protection in grounding all the electrical systems.

Grounding of all communication and fire alarm systems shall be installed in accordance with NEC Article 800.

3 9. TIME OF COMPLETION

This is a term contract. Prior to authorizing any work, TOWN will request from Contractor to provide a cost estimate to complete the desired electrical services.

All requested work must be completed within the timeframe agreed upon and for the amount of the job estimate. Each project must be started and completed within the dates set forth on the Notice to Proceed.

For work not exceeding \$10,000 in cost Contractor will have three (3) working days to submit a budgetary estimate from the date it is requested by TOWN. Failure by Contractor to submit the budgetary estimate within three (3) working days, as time may be of essence may result in TOWN requesting a budgetary estimate from the next contractor in the rotation. Time completion for each project will be discussed and agreed by the selected Contractor(s) and TOWN prior to TOWN authorizing the work.

3 10. QUANTITIES

This is a term contract intended to address incidental repair, maintenance and/or installation and/or inspection of electrical infrastructure for TOWN facilities. There is no guarantee on the frequency or quantity of the work that will be assigned to Contractors. Cost estimates requested by TOWN from Contractor do not guarantee that the work will be authorized. Examples or reasons for the work not to be authorized by TOWN may include that the cost estimate exceeds the available budget, or TOWN may want to implement a different approach to complete the project.

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Section 4.0 PROPOSAL CONTENT / SUBMISSION INSTRUCTIONS

4.1 MINIMUM PROPOSAL CONTENT

Proposer Statement of Organization

- A. Provide Bidder information as follows:
- 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. Bidder Firm Overview:
- i. Provide a brief description of how your firm is organized, including specific expertise and services.
- C. Bidder Personnel and References:
- i. Identify the key staff members you intend to assign to the project. Provide the planned electricians, apprentices and helpers to be actively involved in the field work, and their roles. Briefly describe their trade experience, governmental training and experience, and education certifications.
 - 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
 - Address
 - Telephone and fax numbers
 - Dates of service (start/end)
 - Scope of work (brief description)

4.2 PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposer shall submit the following documents by the deadline set forth herein:
- Proposer Statement of Organization
 - Quotes proposal as discussed in Section 5.0
 - Proposal Signature Page
 - Questionnaire
 - Acknowledgement
 - Vendor/Bidder Disclosure
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Certificate of Compliance With the Florida Trench Safety Act
 - Acknowledgement of Addenda
- B. Selected Bidder shall return the following items:
- Business License
 - Insurance Certificate
 - Completed Form W-9
 - Signed Contract
- C. Submit one (1) original bid proposal (marked "original") and four (4) copies for a total of five (5), and one electronic copy (CD or USB drive) in a sealed envelope, along with documents listed in Section 4.2.A.

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- D. Seal and mark the proposal package "Town of Pembroke Park Miscellaneous Electrical Services (Term Contract)". The package exterior must bear the name of the Contractor's firm, address, the due date and time of the Bid.
- E. Submit the sealed proposal package to Town of Pembroke Park, Attn: Deputy Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 no later than Thursday, April 25, 2019 at 3:00 PM. Late proposals shall not be accepted.

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Section 5 0. BID FORM

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by TOWN for the duration of the two (2)-year term contract.

JOB CLASSIFICATION	REGULAR HOURS HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	\$	\$
Journeyman/Supervisor	\$	\$
Apprentice/Helper	\$	\$
Laborer	\$	\$
Permit Fee Reimbursement	<u>At Actual Cost</u>	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or Above Bucket Truck	\$
Auger w/ Pole Setter 21 ft. Digging Depth	\$
Trencher w/ Line Layer	\$
Trencher (7 ft. Digging Depth)	\$

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage (Not to exceed 10%)	%

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

If requested by TOWN, Contractor must return any damaged parts to TOWN after performing repairs.

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BID FORM
(Continued)

Authorized Signatory: _____
(Signature)

Executed by: _____
(Type or Print Name)

Title: _____

For (Company): _____

Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____

The Bidder agrees to accept the Town of Pembroke Park's Visa procurement card for payment. Circle one: YES OR NO

If not bidding, please fill NO BID form below.

NO BID My company does not intend to bid for this job.		
Company Name:		
Authorized Signature:		Date:
Reason(s) for NO BID . Check all that apply:		
	Check	Comments or explanations:
Insufficient Time to Respond	<input type="checkbox"/>	
Do Not Offer Product or Service	<input type="checkbox"/>	
Unable to Meet Specifications	<input type="checkbox"/>	
Schedule Would Not Permit	<input type="checkbox"/>	
Other Reason(s). Please Specify Below	<input type="checkbox"/>	

END OF SECTION

Section 6.0 TOWN OF PEMBROKE PARK REQUIRED FORMS

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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 below signed individual hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (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: _____

Signature _____ Date _____

Name (Printed) _____ 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: _____

Town _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Does your firm qualify for MBE or WBE status (General Conditions Section 1.5)? MBE _____ WBE _____



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QUESTIONNAIRE

Submitted by (*Company Name*):

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Florida Electrical Contractor License Number:

Expiration Date:

Office Location:

Number of people in your organization:

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

years

Length of time your firm has provided electrical services to governmental clients:

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 electrical contracts?

YES

(attach a detailed explanation)

NO



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PROPOSAL ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid for the Town of Pembroke Park Miscellaneous Electrical Services (Term Contract), 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 bid 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:



VENDOR/BIDDER 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

**Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)**

STATE OF FLORIDA)
)
COUNTY OF _____)

By: _____ Date: _____

Signature of Affiant

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of

_____ 20__, by _____, he/she is personally known

to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary:



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-Proposer, 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 Bid, 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 Bidders 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:

**Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)**



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 Manual, 6.10.8.3.3.3 and 6.10.8.3.3.4:

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 Procurement 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:

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.

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.

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

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 bid, 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 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.

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.

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 Bid Documents.

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

BIDDER'S Signature

Date



CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

BIDDER acknowledges that s/he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). BIDDER further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: _____
 BIDDER

 Date

 Authorized Signature

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum No. <u> 1 </u>	Date Issued _____
Addendum No. <u> 2 </u>	Date Issued _____
Addendum No. <u> 3 </u>	Date Issued _____
Addendum No. <u> 4 </u>	Date Issued _____
Addendum No. <u> 5 </u>	Date Issued _____
Addendum No. <u> 6 </u>	Date Issued _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.

FIRM NAME

AUTHORIZED SIGNATURE

DATE:

TITLE OF OFFICER