

Purchase and Install UPS Equipment for City Center EOC

Invitation for Bids # RE-20-03

General Information		
Project Cost Estimate	\$150,000	See Section 1.4
Project Timeline	60 calendar days from NTP with an estimated start date of March 15, 2021	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Mandatory A Pre-Bid Meeting	10:00 a.m. on January 6, 2021 at the Pembroke Pines City Hall Building, Lobby, located at 601 City Center Way, Pembroke Pines, FL 33025	See Section 1.8
Question Due Date	January 12, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on, January 26, 2021	See Section 1.8

**THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020**



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- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer's Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract - **Construction Agreement**
- Attachment F: References Form
- Attachment G: Standard Release of Lien Form
- Attachment H: Drawings for UPS Purchase and Installation
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SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # RE-20-03 Purchase and Install UPS Equipment for City Center EOC

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., January 26, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing of this notice, Florida Governor Ron DeSantis’ Executive Order No. 20-69 (extended by EO 20-150 and EO 20-179) on the Coronavirus health alert, is due to expire on September 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**

In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings**.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedict, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide and install a new UPS to support the City's EOC at City Hall, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

1. Contractor shall provide and install new UPS and supplementary equipment connections at City Hall per the attached engineered drawings and specifications to include reinforcement of the floor where the UPS is to be located. Details on the scope of work are included in Attachment H and Attachment I.
2. Contractor is responsible for verifying all field measurements and conditions.
3. All equipment must be installed as per all governing code requirements.



1.3.1 GENERAL INFORMATION

- The minimum experience required as a licensed Electrical Contractor and/or General Contractor is 5 years for this project.
- Contractor shall provide all materials, labor, equipment, and any other necessary items required for a complete turn-key installation.
- Contractor shall, besides the attached engineered drawings and specs, provide all required documents, like submittals, densities and NOA's necessary to obtain a permit and for normal project execution.
- Contractor shall provide all testing, manufacturer warranties, and certifications.
- The successful Bidder shall employ a competent English speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Bidder and all communications given to and all decisions made by the superintendent shall be binding to the Bidder.
- Contractor will be required to schedule all work with the City's Project Manager.
- Contractor shall be responsible for all debris removal and restoration to any existing areas damaged by the contractor once the project is completed. Site shall be secured, and clean of debris at the end of each work day.
- All precautions need to be taken for life safety and protection of people, vehicles, and all other structures on the site.
- The work must be performed Monday through Friday or as required for the nature of the project, with approval of the Project Manager.
- Contractor shall limit their use on the premises for work and storage, and to allow for Owner's Occupancy.
- Contractor shall coordinate use of premises under direction of owner representative, assume full responsibility for protection and safe keeping of products under this contract stored on site, and move any stored products under Contractor's control which interfere with operations of the Owners or separate contractor.
- Contractor shall provide deck reinforcement for the concentrated load in room 409 as per structural sheet S-1.
- Contractor shall test and balance the air volume in the areas affected by the project.
- **LIQUIDATED DAMAGES:** As a breach of the service provided by this agreement would cause serious and substantial damage to city properties, and the nature of this agreement would render it impracticable or extremely difficult to fix the actual damage sustained by city by such breach, it is agreed that, in case of breach of service wherein contractor fails to maintain the properties, leaving the said properties in disrepair, city may elect to collect liquidated damages for each such breach, and contractor will pay city as liquidated damages, and not as penalty, five hundred dollars (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which city will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies' city may have as to any subsequent breach of service under this agreement.



1.4 PROJECT COST ESTIMATE & TIMELINE

Staff estimates this project to cost approximately **\$150,000**, which does not include permit costs.

The work shall be completed within **60 days** from issuance of CITY's Notice to Proceed, with an estimated start date of **March 15, 2021**.

1.4.1 PERMITS

Please note that the City will waive all City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees) related to this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project, **therefore proposers should not include permit costs in their total proposal price.**

1.4.2 PERMIT ALLOWANCE

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project.

1.5 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name



on the documents that they are submitting and utilizing when responding to the solicitation.

- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Qualifications Statement

1.5.4 Attachment F: References Form

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.



The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification



1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 22, 2020
Mandatory Pre-Bid Meeting	10:00 a.m. on January 6, 2021
Question Due Date	January 12, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	January 18, 2021
Proposals will be accepted until	2:00 p.m. on January 26, 2021
Proposals will be opened at	2:30 p.m. on January 26, 2021
Evaluation of Proposals by Staff	
Recommendation of Contractor to City Commission award	TBD
Issuance of Notice to Proceed /	TBD
Project Commencement	estimated start date of March 15, 2021
Project Completion	60 days after NTP

1.7.1 MANDATORY PRE-BID MEETING / SITE VISIT

There will be a mandatory scheduled pre-bid meeting on **January 6, 2021, 2020 at 10:00 a.m.** Meeting location will be at the Pembroke Pines City Hall Building, Lobby, located at 601 City Center Way, Pembroke Pines, FL 33025.

All vendors will be required to sign in at the meeting to show proof of attendance to the mandatory meeting. It is the vendor's responsibility to make sure that they sign in at the meeting.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on January 26, 2021**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional



information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

✓ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

x 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

✓ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

x 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase



the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.





SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "**Ask a Question**" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "**Question Due Date**" stated in the solicitation. Questions received after "**Question Due Date**" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification:

Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDSYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

4.2 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris.

All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or dperez@wasteprousa.com.

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or rcolombo@ppines.com.

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.



PEMBROKE PINES
CITY COMMISSION

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January 20, 2021

Addendum #1

City of Pembroke Pines

RE-20-03 Purchase and Install UPS Equipment for City Center EOC

1. SECOND NON-MANDATORY MEETING

There will be a second non-mandatory meeting to give vendors who attended the initial mandatory pre-bid meeting an opportunity to take any and all measurements needed. The non-mandatory meeting is scheduled for Monday, January 25th, 2021 at 10:00AM and will convene in the lobby of City Hall, located at 601 City Center Way, Pembroke Pines, FL 33025.

2. Q&A DEADLINE EXTENSION

The Q&A deadline has been extended to Tuesday, February 2nd, 2021.

3. BID DUE DATE EXTENSION

The bid due date has been changed and extended to Tuesday, February 9th, 2021.

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “**IFB # RE-20-03**” titled “**Purchase and Install UPS Equipment for City Center EOC**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:COMPANY: STREET ADDRESS: CITY, STATE & ZIP CODE: **PRIMARY CONTACT FOR THE PROJECT:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: **AUTHORIZED APPROVER:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: SIGNATURE: **B) Proposal Checklist**

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Item #	Item Description	Total Cost
1)	Total cost to purchase and install a new Uninterruptible Power System (UPS) per the scope of work specified in the IFB.	Price to be Submitted Via BidSync



NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, if the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE**Companies providing coverage****COVERS**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	Must Include General Liability			MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	policy <input type="checkbox"/> project <input type="checkbox"/> loc					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	ALL OWNED AUTOS					
SCHEDULED AUTOS						
Hired AUTOS						
NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
	EXCESS LIABILITY				AUTO ONLY: AGG	\$
	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
	DEDUCTIBLE				AGGREGATE	\$
	RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
Certificate must contain wording similar to what appears below						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

MAIL 30 DAYS WRITTEN
 LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



CONSTRUCTION AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, 2020, by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **«Vendor_Address_Line_1»**, **«Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **«Solicitation_Advertisement_Date»**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **«Service_Description»** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On **«Bid_Opening_Date»**, the bids were opened at the offices of the City Clerk.

1.3 On **«Commission_Award_Date»**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the «Service_Description», ("Property") as more particularly described in, and in accordance with the Scope of Services outlined in the specifications, "«Solicitation_Type_Abbreviation» # «Solicitation_Number»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



2.8 **Return of Keys** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3 **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within «DaysToCompleteProject» calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes a «Contingency_Fee_Percent» owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical») and a «Permit_Fee_Percent» permit allowance of «Permit_Fee_Written» («Permit_Fee_Numerical»).



4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior written approval of the CITY's authorized representative.** Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses or allowances that were approved by the CITY's authorized representative.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.2 Method of Billing and Payment.

4.2.1 The CITY shall within thirty (30) days, from the date the CITY's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees.

4.2.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5 **WAIVER OF LIENS**

5.1 Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6 **WARRANTY**

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the



date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

ARTICLE 7 **CHANGES IN SCOPE OF WORK**

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8 **PAYMENT & PERFORMANCE BOND**

8.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a payment and performance bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the contract value.** The performance bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies



used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 9 **INDEMNIFICATION**

9.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10 **INSURANCE**

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors.



The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:



1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

□ □ 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A – Statutory
2. Employers Liability:	Coverage B
	\$500,000 Each Accident
	\$500,000 Disease – Policy Limit
	\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)



Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

10.6.4 Umbrella/Excess Liability Insurance in the amount of \$ _____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



Yes No

10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (*Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

10.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

10.6.13 Other Insurance



10.7 REQUIRED ENDORSEMENTS

- 10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 10.7.2 Waiver of all Rights of Subrogation against the CITY.
- 10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

11.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to



employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12 **INDEPENDENT CONTRACTOR**

12.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13 **TERMINATION**

13.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **seven (7) business days** of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

13.2 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 14 **AGREEMENT SUBJECT TO FUNDING**

14.1 This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines



in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15 **UNCONTROLLABLE FORCES**

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 **GOVERNING LAW AND VENUE**

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17 **SIGNATORY AUTHORITY**

17.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18 **DEFAULT OF CONTRACT & REMEDIES**

18.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the



Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «LiquidatedDamagesAmountWritten» (\$«LiquidatedDamagesAmount\$») for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

18.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

18.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.



18.3 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **BANKRUPTCY**

19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20 **MERGER; AMENDMENT**

20.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and



CITY with the same formality and equal dignity herewith.

ARTICLE 21 **DISPUTE RESOLUTION**

21.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

21.2 Operations During Dispute.

21.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22 **PUBLIC RECORDS**

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining



in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18** of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 23
MISCELLANEOUS**

23.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

23.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries



in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

Copy To: Samuel S. Goren, City Attorney
Goren, Cheroft, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»



23.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

23.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.



23.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

23.16.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

23.16.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.16.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.16.2.2 Is engaged in business operations in Syria.

23.18 **Domestic Partnership.**

23.18.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized



affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

- CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- CONTRACTOR is a governmental agency.

23.18.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

23.18.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

23.18.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

23.18.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

THE REMAINDER OF THIS PAGE



City of Pembroke Pines

HAS BEEN INTENTIONALLY LEFT BLANK



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name_Upper_Case», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name_Upper_Case» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2020.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ **[Payment Amount]** and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said **[Contractor Name]** its successors and assigns, and

City of Pembroke Pines

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

**[Description]
PO #: [PO #]**

Invoice #: [Invoice #]

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

Witnesses:

**CONTRACTOR
[NAME OF CONTRACTOR]**

BY: _____

Print Name: _____

Title: _____

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

ON THIS _____ day of _____, 20____, before me, the undersigned notary public, personally appeared **[Contractor's Representative]** as **[Job Title]** of **[Name of Contractor]**, personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:

CIVIC CENTER
601 City Center Way
Pembroke Pines, FL. 33025



DRAWINGS LIST

MECHANICAL

M - 01 MECHANICAL PLAN - PARTIAL 4TH FLOOR,

ELECTRICAL

E - 01 ELECTRICAL POWER PLAN - 1ST., 2ND. & 3RD FLOOR IT ROOM
E - 02 ELECTRICAL POWER PLAN - PARTIAL 4TH FLOOR - EXISTING
E - 03 ELECTRICAL POWER PLAN - PARTIAL 4TH FLOOR - NEW
E - 04 PARTIAL ELECTRICAL RISER - EXISTING
E - 05 PARTIAL ELECTRICAL RISER - NEW
E - 06 ELECTRICAL PANEL SCHEDULES
E - 07 ELECTRICAL PANEL SCHEDULES
E - 08 ELECTRICAL PANEL SCHEDULES
E - 09 ELECTRICAL NOTES & SYMBOLS

STRUCTURAL

S - 01 FOURTH FLOOR PARTIAL PLAN - STORAGE ROOM 409

SCOPE OF WORK

THE INTENTION OF THE SCOPE OF WORK OF THIS PROJECT CONSISTS OF PROVIDING UPS POWER TO SOME OF THE EXISTING ELECTRICAL OUTLETS SERVING THE IT ROOMS AND THE EXISTING ELECTRICAL OUTLETS SERVING THE EMERGENCY OPERATION ROOMS IN THE BUILDING.

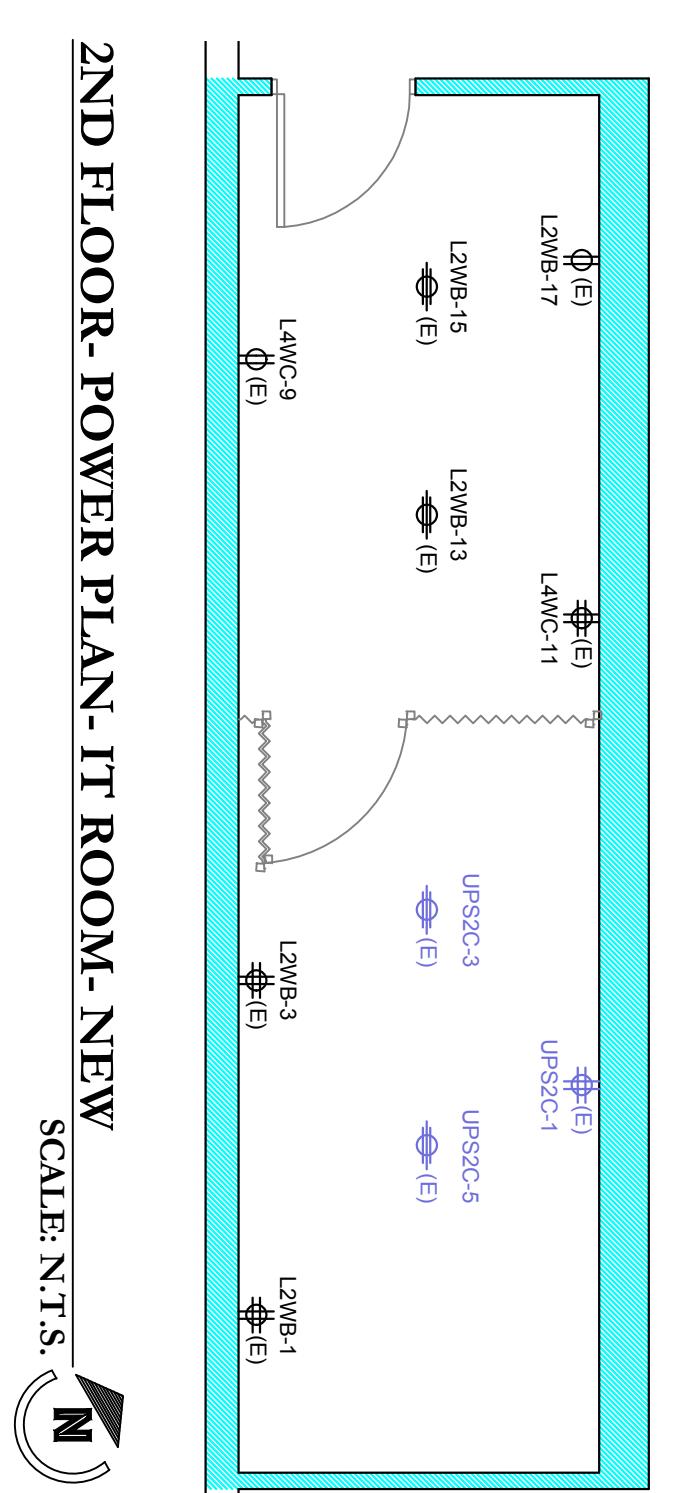
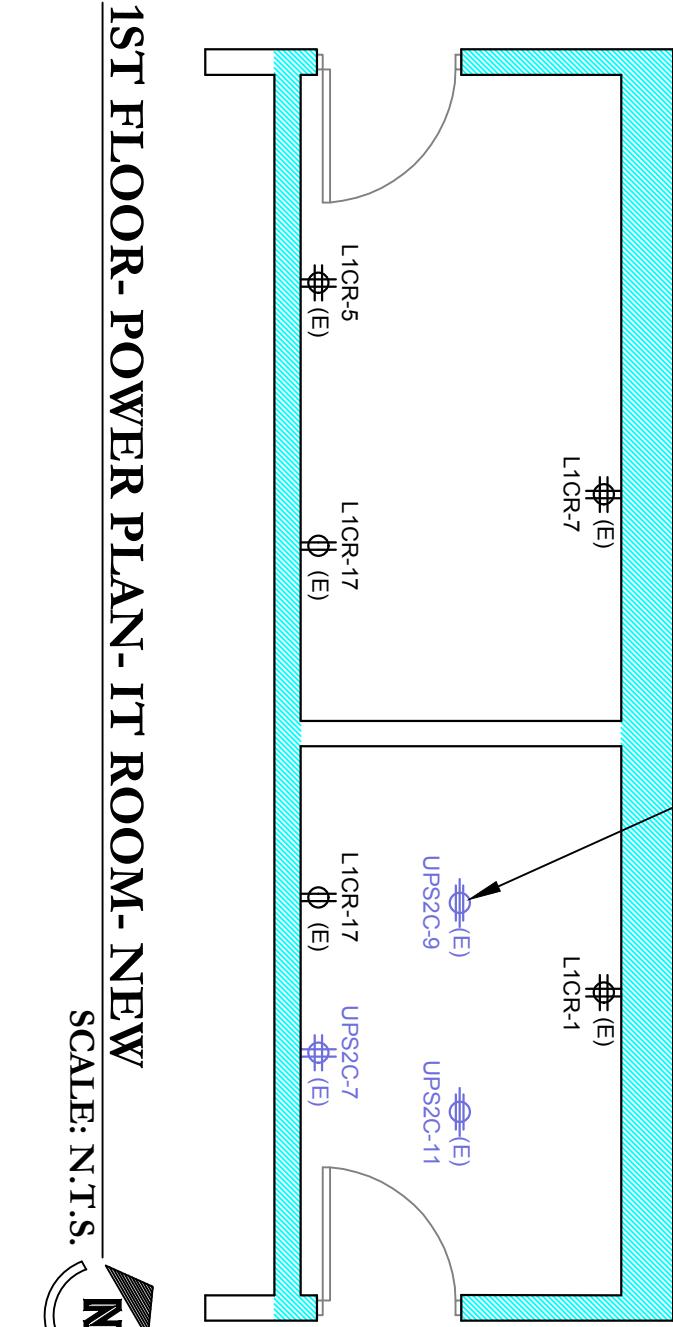
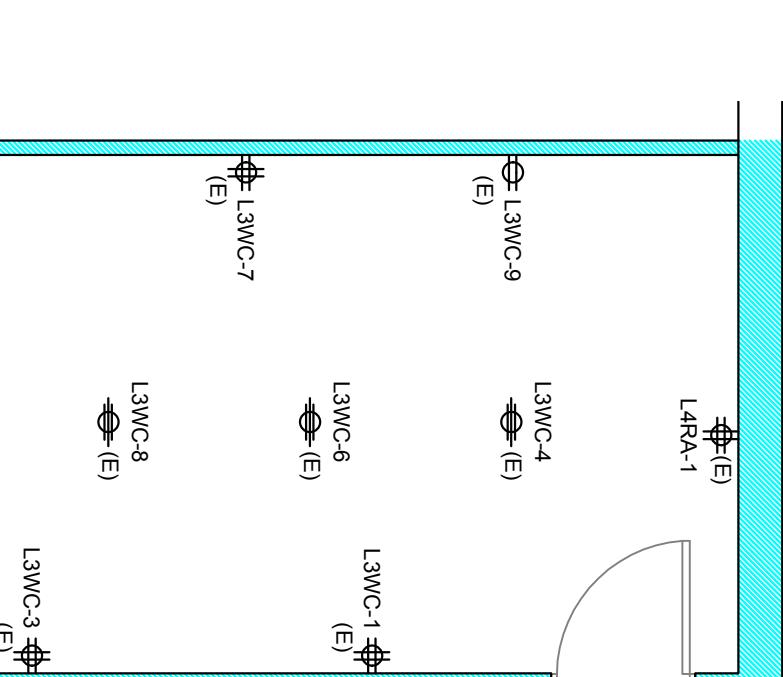
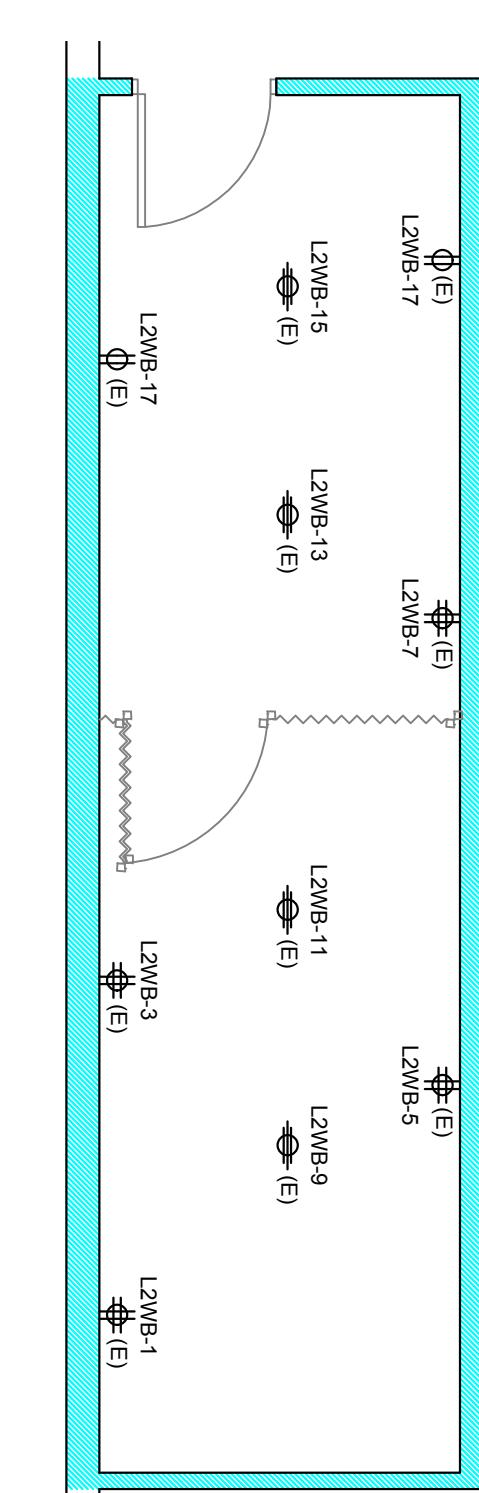
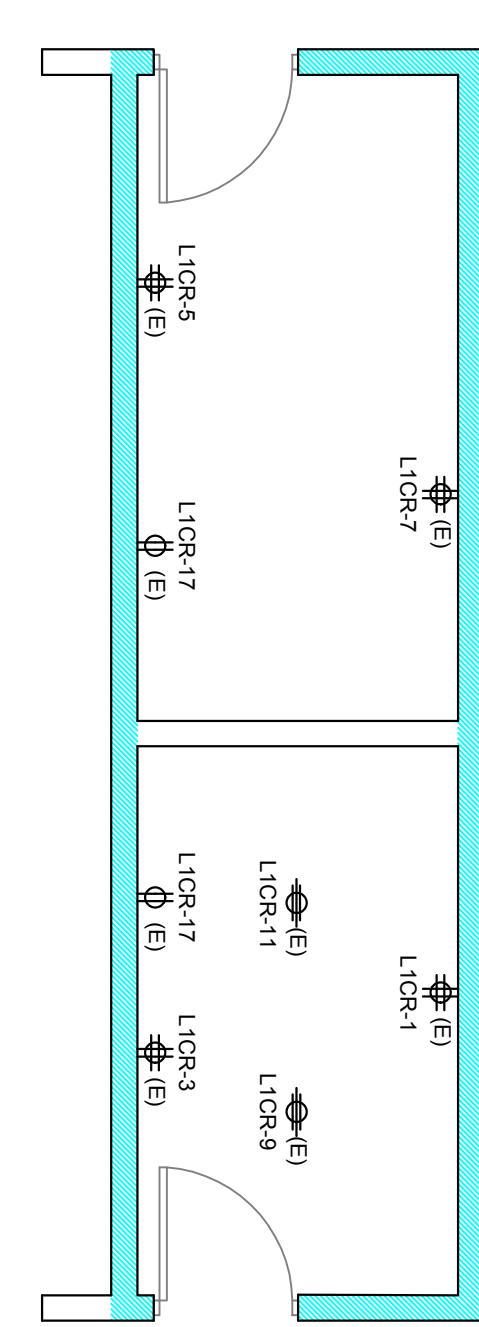
THE SCOPE OF WORK OF THIS PROJECT CONSISTS OF THE ADDITION OF ONE NEW 30KA UPS AND THE CHANGE OF THE SOURCE OF POWER OF SOME EXISTING ELECTRICAL OUTLETS BEING FED FROM NORMAL POWER TO BE FED FROM THE NEW UPS POWER.

THERE IS NO ELECTRICAL LOAD ADDITION

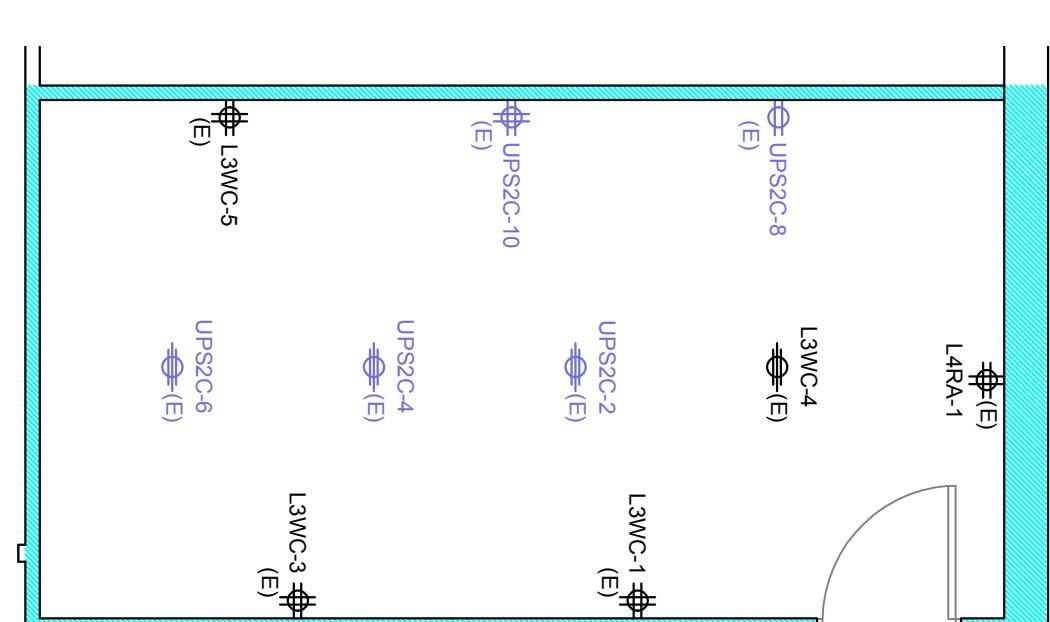
NEW UPS
FOR E.O.C. & IT OPERATIONS
November, 2020



INGEMEL S.A.
ENGINEERING COMPANY
State of Florida C.A No. 9113
20871 Johnson Street, Suite 115
Phone: (954) 318-2264 Fax: (954) 450-7216
Pembroke Pines, Florida 33029

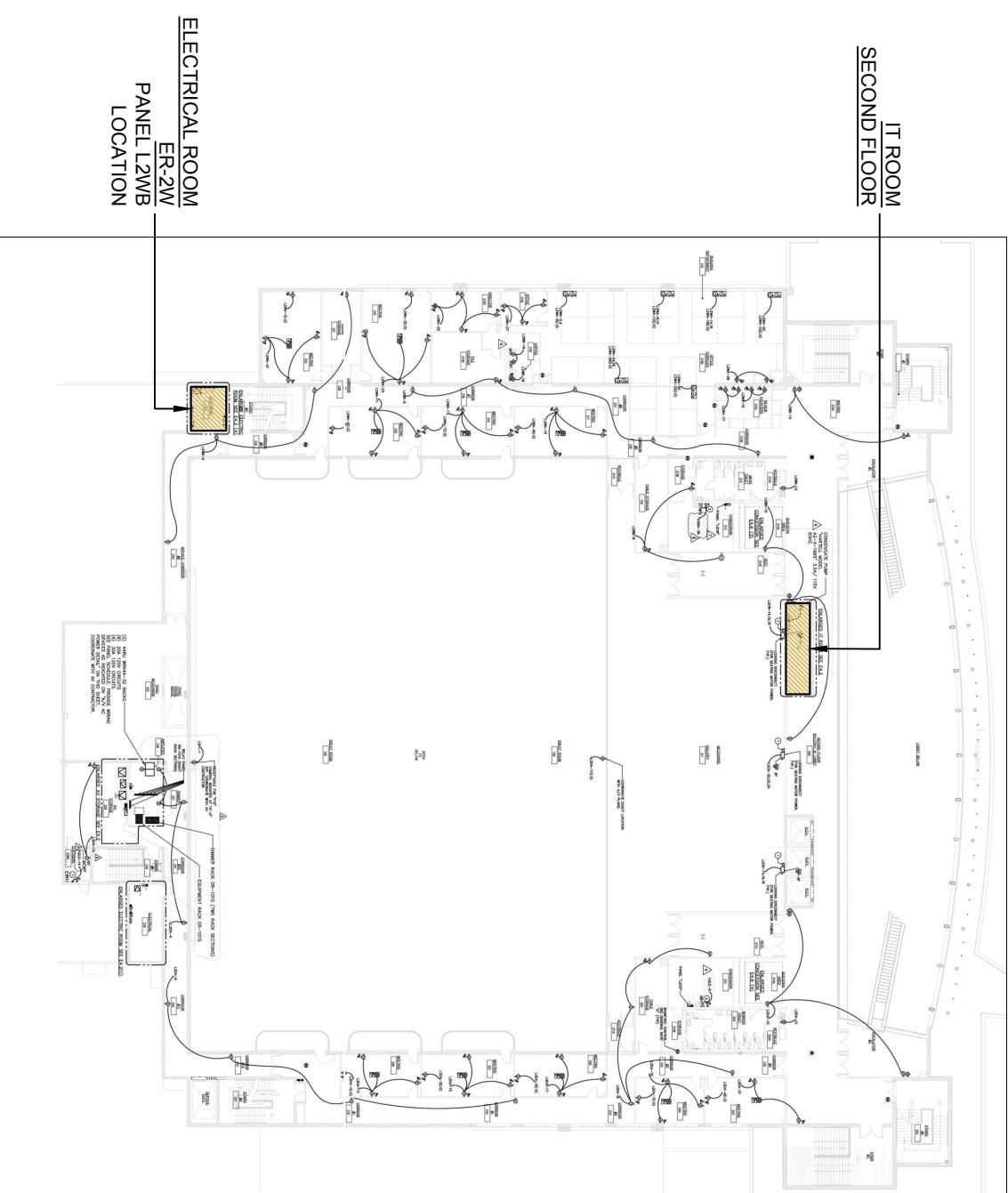
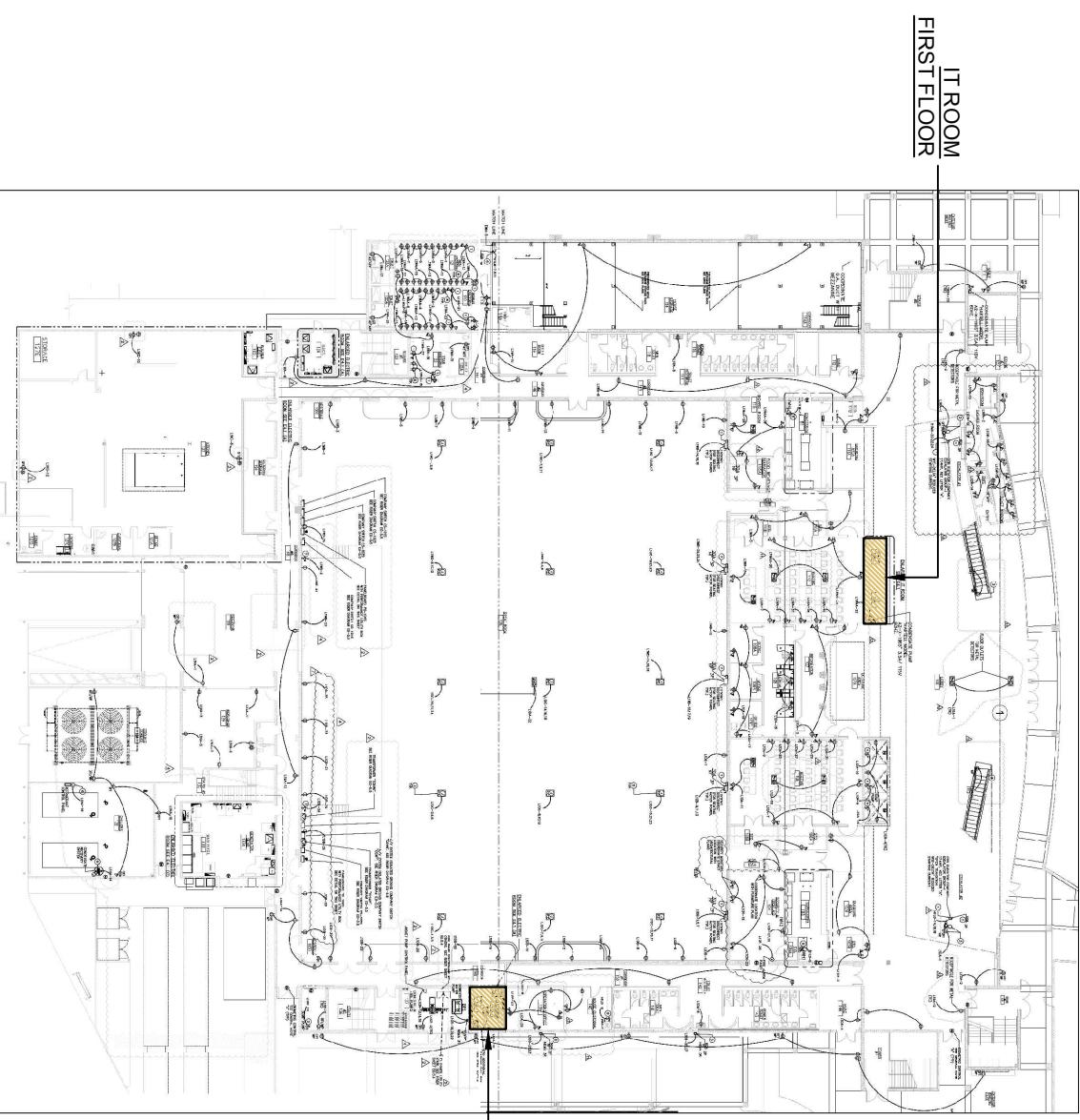


3RD FLOOR- POWER PLAN -IT ROOM- NEW
SCALE: N.T.S.



PROJECT:	
11-106-20	ISSUED FOR BID
REV No	DATE
	DESCRIPTION

P.D. Seal
Pedro Arias, P.E. Registration No. 63813
Florida Registration No. 63813



**CIVIC CENTER
NEW UPS FOR
EOC & IT OPERATIONS**

PROJECT ADDRESS:
CIVIC CENTER - PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025

CONTENTS:
**ELECTRICAL
POWER PLAN
1ST., 2ND. & 3RD FLOOR
IT ROOM**

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SCALE INDICATED
DRAWN BY
APPROVED/DERRO A.
DATE: 04-24-19
Dwg File: 19-036 E-01
PROJECT NO.: 19-036

SHEET No.: 1 OF: 9

Φ(E)

LWB-5

ROOM

41C

Φ(E)

LWB-9

CONFERENCE

41B

Φ(E)

LAD-17

ROOM

41D

Φ(E)

LAD-5

ROOM

41E

Φ(E)

LAD-13

ROOM

41F

Φ(E)

LAD-11

ROOM

41G

Φ(E)

LAD-15

ROOM

41H

Φ(E)

LAD-1

ROOM

41I

Φ(E)

LAD-17

ROOM

41J

Φ(E)

LAD-1

ROOM

41K

Φ(E)

LAD-1

ROOM

41L

Φ(E)

LAD-1

ROOM

41M

Φ(E)

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ROOM

41N

Φ(E)

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41O

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41P

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ROOM

41Q

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41R

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41S

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ROOM

41T

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41U

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41V

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ROOM

41W

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41X

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41Y

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41Z

Φ(E)

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41AA

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LAD-1

ROOM

41AB

Φ(E)

LAD-1

ROOM

41AC

Φ(E)

LAD-1

ROOM

41AD

Φ(E)

LAD-1

ROOM

41AE

Φ(E)

LAD-1

ROOM

41AF

Φ(E)

LAD-1

ROOM

41AG

Φ(E)

LAD-1

ROOM

41AH

Φ(E)

LAD-1

ROOM

41AI

Φ(E)

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ROOM

41AJ

Φ(E)

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ROOM

41AK

Φ(E)

LAD-1

ROOM

41AL

Φ(E)

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41AM

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41AN

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41AO

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41AP

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41AU

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ROOM

41AV

Φ(E)

LAD-1

ROOM

41AW

Φ(E)

LAD-1

ROOM

41AX

Φ(E)

LAD-1

ROOM

41AY

Φ(E)

LAD-1

ROOM

41AZ

Φ(E)

LAD-1

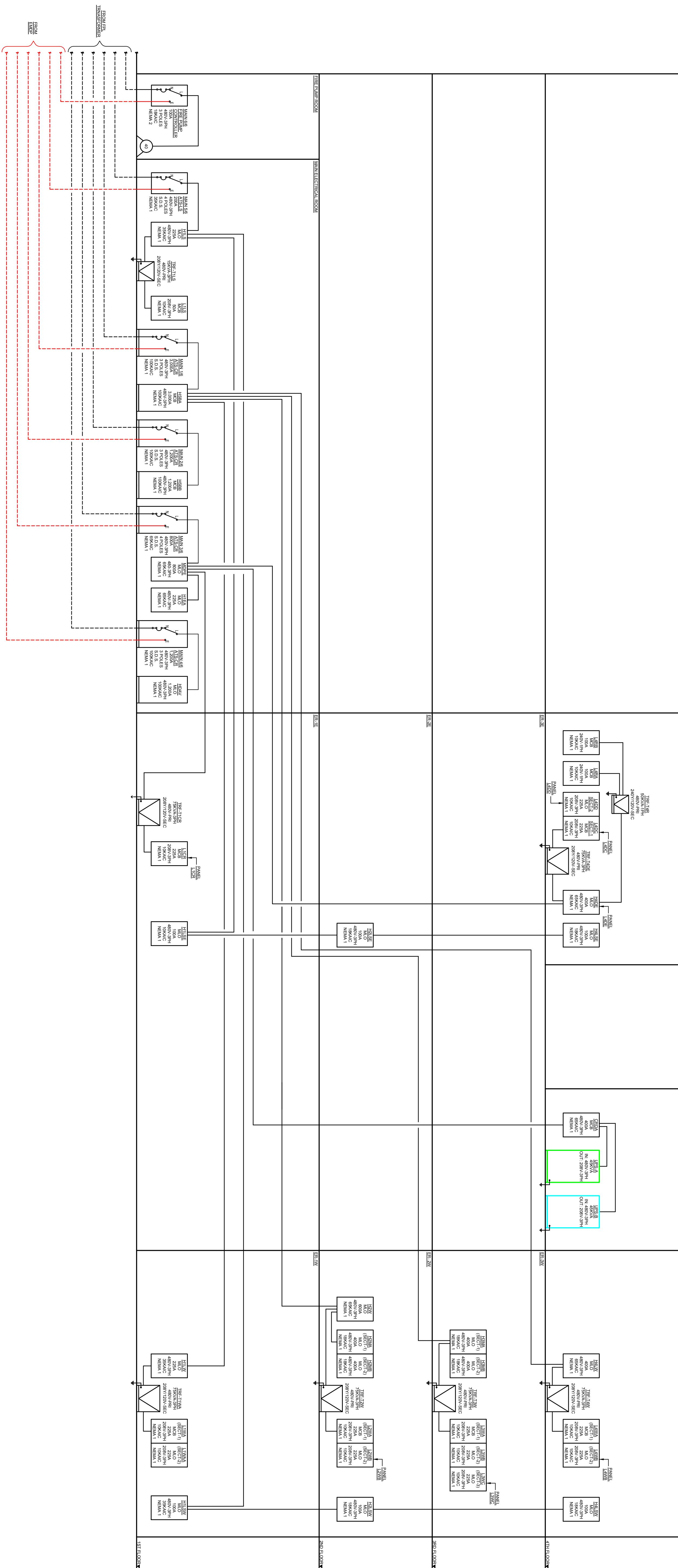
ROOM

41AQ

Φ(E)

LAD-1

ROOM



PARTIAL ELECTRICAL RISER - EXISTING

SCALE: N.T.S.

PROJECT:
CIVIC CENTER
NEW UPS FOR
EOC & IT OPERATIONS

PROJECT ADDRESS:
CIVIC CENTER - PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES, FL 33025

CONTENTS:
**PARTIAL
ELECTRICAL RISER
EXISTING**

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SCALE INDICATED
DRAWN BY: J.S.
APPROVED/DERRO A.
DATE: 04-24-19
Dwg. File: 19-036 E-04
PROJECT NO.: 19-036

SHEET No.: 4

OF: 9

PANELBOARD (WITH G)									
TYPE: PANELBOARD (WITH G)	MAIN BUS: 225A	NEUTRAL: 225A	MAIN: M.L.O.	POLE: 10K	AMPS: 20	POLE: 1	VA: 400	COND: 3/4"	WIRE: 12
SERVICE: POWER									
VOLTAGE: 120/208V/3PH/4W									
ENCLOSURE: NEMA 1									
AMPS	POLE	TOTAL VA	COND	WIRE	DESC	CKT	PHASE	CKT	DESC
20	1	400	3/4"	12	RECEPTIT ROOM	1		2	SPARE
20	1	400	3/4"	12	RECEPTIT ROOM	3		4	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	5		6	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	9		8	RECEPTIT RM
-	-	-	-	-	SPACE	11		10	RECEPTIT RM
-	-	-	-	-	SPACE	13		12	RECEPTIT RM
-	-	-	-	-	SPACE	15		13	RECEPTIT RM
-	-	-	-	-	SPACE	17		14	RECEPTIT RM
-	-	-	-	-	SPACE	19		16	SPARE
-	-	-	-	-	SPACE	21		17	SPARE
-	-	-	-	-	SPACE	23		18	SPARE
-	-	-	-	-	SPACE	25		20	SPARE
-	-	-	-	-	SPACE	27		21	SPARE
-	-	-	-	-	SPACE	29		22	SPARE
-	-	-	-	-	SPACE	31		23	SPARE
-	-	-	-	-	SPACE	33		24	SPARE
-	-	-	-	-	SPACE	35		25	SPARE
-	-	-	-	-	SPACE	37		26	SPARE
-	-	-	-	-	SPACE	39		27	SPARE
-	-	-	-	-	SPACE	41		28	SPARE
CONNECTED LOAD L3WC (SECT-3):									
		6,560	VA	18	AMPS	FEEDER:		4#30MC4M#1#0 GND+1#10 GAL IN 3°C	
FED FROM:									
								FED THROUGH LUGS (L3WA-SECT-1)	

PANELBOARD (WITH G)									
TYPE: PANELBOARD (WITH G)	MAIN BUS: 225A	NEUTRAL: 225A	MAIN: M.L.O.	POLE: 10K	AMPS: 20	POLE: 1	VA: 400	COND: 3/4"	WIRE: 12
SERVICE: POWER									
VOLTAGE: 120/208V/3PH/4W									
ENCLOSURE: NEMA 1									
AMPS	POLE	TOTAL VA	COND	WIRE	DESC	CKT	PHASE	CKT	DESC
20	1	400	3/4"	12	RECEPTIT EOC	1		2	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	3		4	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	5		6	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	7		7	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	9		8	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	11		9	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	13		10	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	15		11	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	17		12	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	19		13	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	21		14	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	23		15	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT EOC	25		16	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	27		17	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	29		18	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	31		19	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	33		20	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	35		21	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	37		22	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	39		23	SPARE
20	1	400	3/4"	12	RECEPTIT EOC	41		24	SPARE
CONNECTED LOAD L4DC (SECT-1):									
		29,000	VA	81	AMPS	FEEDER:		4#30MC4M#1#0 GND+1#10 GAL IN 3°C	
CONNECTED LOAD L4DC (SECT-2):									
		13,600	VA	38	AMPS	FED FROM:		TRF-10DE	
TOTAL CONNECTED LOAD:									
		42,800	VA	119	AMPS				

PANELBOARD (WITH G)									
TYPE: PANELBOARD (WITH G)	MAIN BUS: 225A	NEUTRAL: 225A	MAIN: M.L.O.	POLE: 10K	AMPS: 20	POLE: 1	VA: 400	COND: 3/4"	WIRE: 12
SERVICE: POWER									
VOLTAGE: 120/208V/3PH/4W									
ENCLOSURE: NEMA 1									
AMPS	POLE	TOTAL VA	COND	WIRE	DESC	CKT	PHASE	CKT	DESC
20	1	400	3/4"	12	RECEPTIT ROOM	1		2	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	3		4	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	5		6	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	7		7	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	9		8	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	11		9	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	13		10	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	15		11	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	17		12	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	19		13	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	21		14	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	23		15	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	25		16	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	27		17	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	29		18	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	31		19	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	33		20	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	35		21	RECEPTIT RM
20	1	400	3/4"	12	RECEPTIT ROOM	37		22	RECEPTIT RM
20	1	400							

UPS SCHEDULE								
TAG	MANUFACTURER	RATING		INPUT	OUTPUT	BATTERIES RUN TIME @ FULL LOAD (Minutes)	MODEL	NOTES
		KVA	KW	V / PH	V / PH			
UPS-C	VERTIV	30	30	480 / 3 / 60	208 / 3 / 60	74.0	eXM-040	1,2,3,4,5

NOTES:

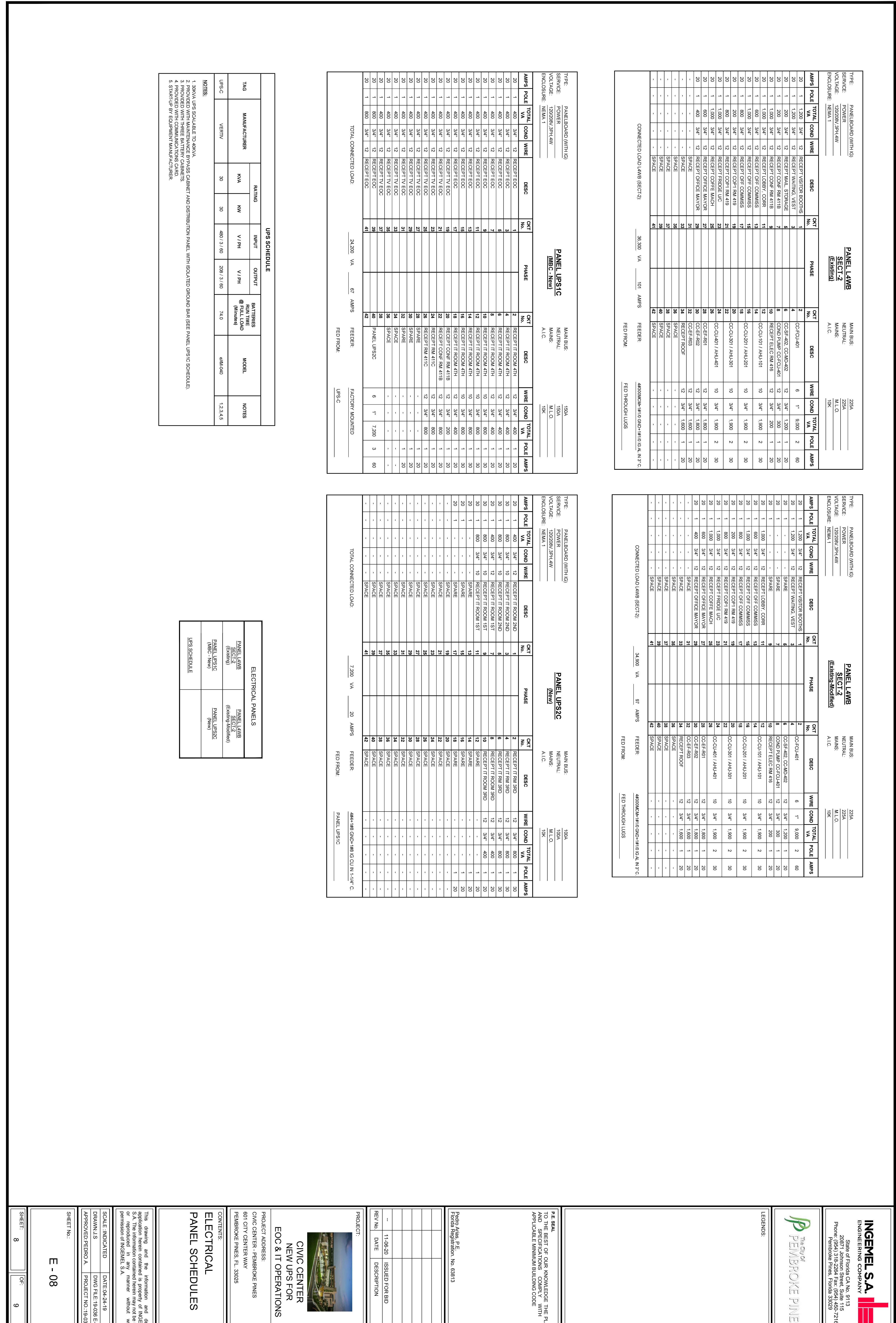
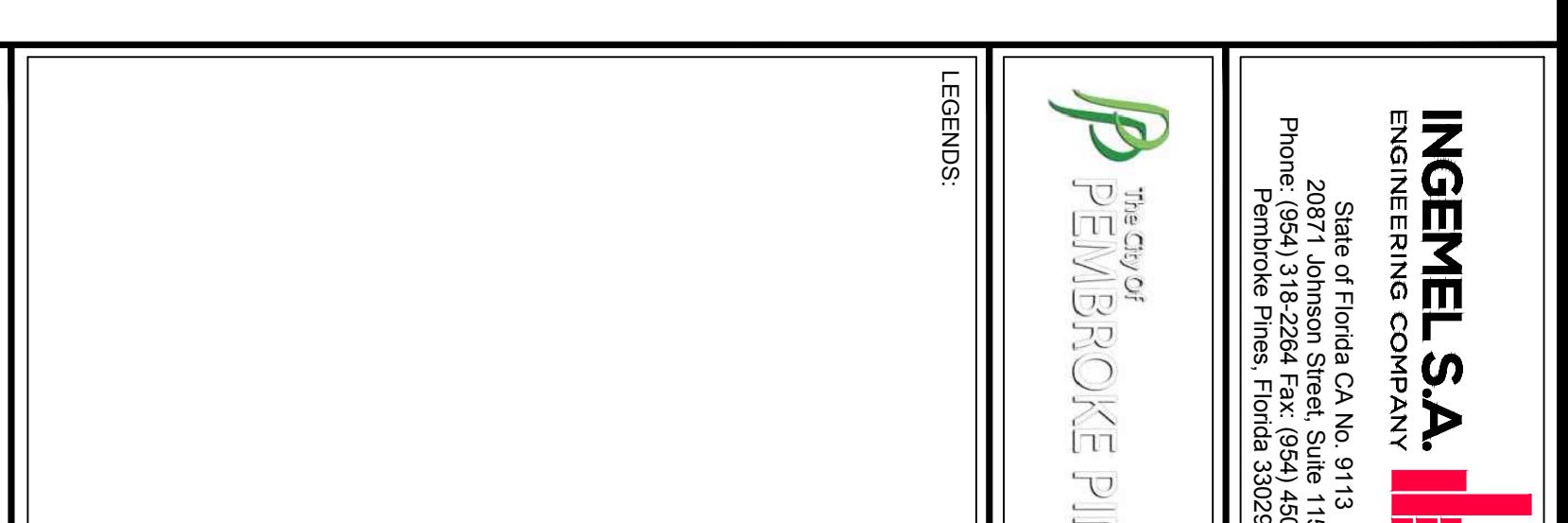
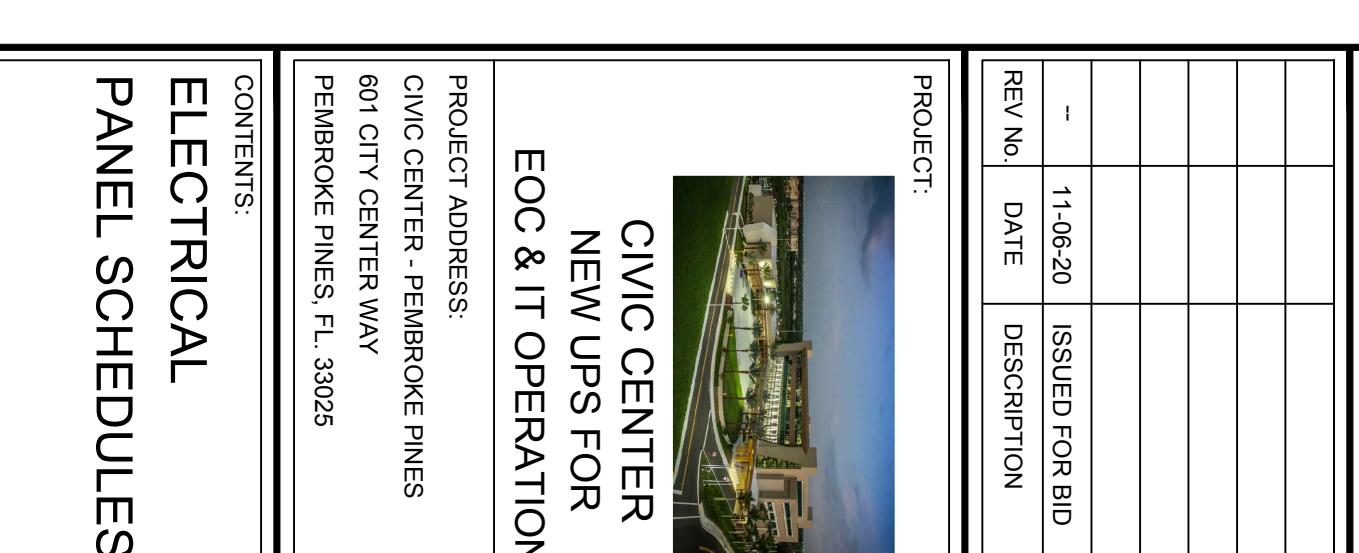
1. 30KVA UPS SCALABLE TO 40KVA.
2. PROVIDED WITH MAINTENANCE BYPASS CABINET AND DISTRIBUTION PANEL WITH ISOLATED GROUND BAR (SEE PANEL UPS1C SCHEDULE).
3. PROVIDED WITH THREE BATTERY CABINETS.
4. PROVIDED WITH COMMUNICATIONS CARD.
5. START-UP BY EQUIPMENT MANUFACTURER.

PANEL UPS1C (MBC - New)														
TYPE: <u>PANELBOARD (WITHIG)</u>		MAIN BUS: <u>150A</u>												
SERVICE: <u>POWER</u>		NEUTRAL: <u>150A</u>												
VOLTAGE: <u>120/208V, 3PH, 4W</u>		MAINS: <u>M.L.O.</u>												
ENCLOSURE: <u>NEMA 1</u>		A.I.C.												
AMPS	POLE	TOTAL VA	COND	WIRE	DESC	CKT No.	PHASE	CKT No.	DESC	WIRE	COND	TOTAL VA	POLE	AMPS
20	1	400	3/4"	12	RECEPT EOC	1		2	RECEPT IT ROOM 4TH	12	3/4"	400	1	20
20	1	400	3/4"	12	RECEPT EOC	3		4	RECEPT IT ROOM 4TH	12	3/4"	400	1	20
20	1	400	3/4"	12	RECEPT EOC	5		6	RECEPT IT ROOM 4TH	12	3/4"	400	1	20
20	1	400	3/4"	12	RECEPT EOC	7		8	RECEPT IT ROOM 4TH	12	3/4"	400	1	20
20	1	400	3/4"	12	RECEPT EOC	9		10	RECEPT IT ROOM 4TH	10	3/4"	800	1	30
20	1	400	3/4"	12	RECEPT EOC	11		12	RECEPT IT ROOM 4TH	10	3/4"	800	1	30
20	1	400	3/4"	12	RECEPT EOC	13		14	RECEPT IT ROOM 4TH	10	3/4"	800	1	30
20	1	400	3/4"	12	RECEPT EOC	15		16	RECEPT IT ROOM 4TH	10	3/4"	800	1	30
20	1	400	3/4"	12	RECEPT EOC	17		18	RECEPT IT ROOM 4TH	12	3/4"	400	1	20
20	1	400	3/4"	12	RECEPT TV EOC	19		20	RECEPT CONF RM 411B	12	3/4"	200	1	20
20	1	400	3/4"	12	RECEPT TV EOC	21		22	RECEPT CONF RM 411B	12	3/4"	800	1	20
20	1	400	3/4"	12	RECEPT TV EOC	23		24	RECEPT RM 411C	12	3/4"	800	1	20
20	1	400	3/4"	12	RECEPT TV EOC	25		26	RECEPT RM 411C	12	3/4"	800	1	20
20	1	400	3/4"	12	RECEPT TV EOC	27		28	SPARE	-	-	-	1	20
20	1	400	3/4"	12	RECEPT TV EOC	29		30	SPARE	-	-	-	1	20
20	1	400	3/4"	12	RECEPT TV EOC	31		32	SPARE	-	-	-	1	20
20	1	400	3/4"	12	RECEPT TV EOC	33		34	SPACE	-	-	-	-	-
20	1	400	3/4"	12	RECEPT TV EOC	35		36	SPACE	-	-	-	-	-
20	1	400	3/4"	12	RECEPT TV EOC	37		38	PANEL UPS2C	6	1"	7,200	3	60
20	1	800	3/4"	12	RECEPT EOC	39		40	PANEL UPS2C	6	1"	7,200	3	60
20	1	800	3/4"	12	RECEPT EOC	41		42	PANEL UPS2C	6	1"	7,200	3	60

TOTAL CONNECTED LOAD: 24,200 VA 67 AMPS FEEDER: FACTORY MOUNTED

FED FROM: UPS-C

TYPE:	<u>PANELBOARD (WITH IG)</u>										MAIN BUS:	<u>225A</u>							
SERVICE:	<u>POWER</u>										NEUTRAL:	<u>225A</u>							
VOLTAGE:	<u>120/208V, 3PH, 4W</u>										MAINS:	<u>M.L.O.</u>							
ENCLOSURE:	<u>NEMA 1</u>										A.I.C.	<u>10K</u>							
AMPS	POLE	TOTAL VA	COND	WIRE	DESC	CKT No.	PHASE	CKT No.	DESC	WIRE	COND	TOTAL VA	POLE	AMPS					
20	1	1,200	3/4"	12	RECEP'T VISITOR BOOTHS	1		2	CC-FCU-401		6	1"	9,000	2	60				
20	1	1,200	3/4"	12	RECEP'T WAITING, VEST	3		4			6	CC-SF-402, CC-MD-402	12	3/4"	1,200	1	20		
20	1	200	3/4"	12	RECEP'T MAIL, STORAGE	5		6			8	COND PUMP CC-FCU-401	12	3/4"	300	1	20		
20	1	200	3/4"	12	RECEP'T CONF RM 411B	7		10	RECEP'T ELEC RM 416		12	3/4"	200	1	20				
20	1	1,000	3/4"	12	RECEP'T CONF RM 411B	9		12	CC-CU-101 / AHU-101		10	3/4"	1,900	2	30				
20	1	1,000	3/4"	12	RECEP'T LOBBY, CORR	11		14			16	CC-CU-201 / AHU-201	10	3/4"	1,900	2	30		
20	1	600	3/4"	12	RECEP'T OFF COMMISS	13					18		10	3/4"	1,900	2	30		
20	1	1,000	3/4"	12	RECEP'T OFF COMMISS	15					20	CC-CU-301 / AHU-301	10	3/4"	1,900	2	30		
20	1	800	3/4"	12	RECEP'T OFF COMMISS	17													
20	1	200	3/4"	12	RECEP'T COP1 RM 419	19													
20	1	800	3/4"	12	RECEP'T COP1 RM 419	21		22											
20	1	1,000	3/4"	12	RECEP'T FRIDGE U/C	23		24	CC-CU-401 / AHU-401		10	3/4"	1,900	2	30				
20	1	1,000	3/4"	12	RECEP'T COFFE MACH	25		26			28	CC-EF-R01	12	3/4"	1,800	1	20		
20	1	600	3/4"	12	RECEP'T OFFICE MAYOR	27					30	CC-EF-R02	12	3/4"	1,800	1	20		
20	1	400	3/4"	12	RECEP'T OFFICE MAYOR	29					32	CC-EF-R03	12	3/4"	1,600	1	20		
-	-	-	-	-	SPACE	31					34	RECEP'T ROOF	12	3/4"	1,600	1	20		
-	-	-	-	-	SPACE	33													
-	-	-	-	-	SPACE	35					36	SPACE	-	-	-	-	-		
-	-	-	-	-	SPACE	37					38	SPACE	-	-	-	-	-		
-	-	-	-	-	SPACE	39					40	SPACE	-	-	-	-	-		
-	-	-	-	-	SPACE	41					42	SPACE	-	-	-	-	-		
CONNECTED LOAD L4WB (SECT-2):														36,300	VA	101	AMPS	FEEDER:	4#300MCM+1#10 GND+1#10 IG AL IN 3"C.
FED FROM:														FED THROUGH LUGS					



CIVIC CENTER – NEW UPS FOR EOC & IT OPERATION

Single-Module Uninterruptible Power System GUIDE SPECIFICATIONS

1.0 GENERAL

1.1 SUMMARY

These specifications describe requirements for an Uninterruptible Power System (UPS) optimized for maximum efficiency. The UPS shall automatically maintain AC power to the critical load within specified tolerances and without interruption during failure or deterioration of the normal power source.

The manufacturer shall design and furnish all materials and equipment to be fully compatible with electrical, environmental and space conditions at the site. The UPS shall include all equipment to properly interface the AC power source to the intended load and shall be designed for unattended operation.

1.2 STANDARDS

The UPS and all associated equipment and components shall be manufactured in accordance with the following applicable standards:

- The UPS shall be UL listed per UL Standard 1778, Fourth edition, Uninterruptible Power Supplies, and shall be CSA Certified.
- The UPS shall be provided with a Short Circuit Withstand Rating (SCWR) label denoting the maximum source fault short circuit current that is applicable to the unit. The withstand rating shall be independently verified by a nationally recognized, third-party lab.
- The UPS shall withstand input surges to both the rectifier and bypass when configured as either a single-input or dual-input unit without damage as per the criteria in EN62040-2 (4kV). The manufacturer shall provide evidence of compliance upon request.
- The UPS shall comply with FCC Rules and Regulations, Part 15, Subclass B, Class A. This compliance is legally required to prevent interference with adjacent equipment. The UPS shall have a label stating FCC compliance. The manufacturer shall provide evidence and test data of compliance upon request.
- The UPS shall be compatible with the wiring practices, materials and coding in accordance with the requirements of the National Electrical Code, OSHA and applicable local codes and standards. Provisions shall be made in the cabinets to permit installation of input, output and external control cabling using raceway or conduit for top and bottom access to input, output, bypass and DC connections. Connection cabinets shall provide for wiring gutter and wire bend radius as defined by the NEC and UL.

1.3 SYSTEM DESCRIPTION

1.3.1 Design Requirements

The UPS shall be sized to provide a minimum of 30kW output (unity load power factor rating).

The UPS output capacity shall have the option to enable scalability at the time of ordering and shall be upgradeable by Vertiv™ Services.

UPS shall be available in this frame size:

- 40kVA frame – Scalable from 10kVA to 40kVA (firmware and hardware upgrade)

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The UPS shall be able to supply all required power to full rated output kVA loads with power factor from 0.5 lagging to 0.9 leading. The UPS shall also work from unity power factor to 0.5 leading power factors subject to derating.

System AC input shall be 480VAC, three-phase, three wire plus ground. Load voltage and bypass line voltage shall be 208VAC, three-phase, four-wire plus ground. UPS input voltage shall be 208VAC, three-phase, four-wire plus ground. The AC input source and bypass input source shall each be a solidly grounded wye service.

The rectifier AC input and bypass AC input may be fed from separate AC sources with the use of an optional Liebert EXM Dual Transformer Cabinet.

The battery shall support the UPS at 100% rated kW load for at least 74 minutes at 77°F (25°C) at startup.

The UPS shall have an active power factor-corrected IGBT converter/rectifier, capable of maintaining input power factor and input current total harmonic distortion (THDi) within specifications without an additional input filter.

The UPS shall be of transformer-free design, requiring no internal transformer in the main power path for the basic operation of the module. Optional transformers in cabinets or otherwise external to the basic UPS module shall be permissible to provide isolation and/or voltage transformation.

1.3.2 Modes of Operation

The UPS shall operate as an on-line reverse transfer system in the following modes:

- A. Normal:** The critical AC load shall be continuously powered by the UPS inverter. The rectifier/charger shall derive power from the utility AC source and supply DC power to the DC-DC converter, which in turn shall supply the inverter while simultaneously float charging the battery.
- B. ECO Mode:** The critical AC load shall be continuously powered by the bypass with the inverter available to power the load if the bypass source voltage or frequency exceeds adjustable parameters of power quality.
- C. Battery:** Upon failure of utility AC power, the critical load shall be powered by the inverter, which, without any switching, shall obtain its power from the battery plant via the DC-DC converter. There shall be no interruption in power to the critical load upon failure or restoration of the utility AC source.
- D. Recharge:** Upon restoration of the utility AC source, the rectifier shall supply power to the output inverter and to the DC-DC converter, which shall simultaneously recharge the batteries. This shall be an automatic function and shall cause no interruption to the critical load.
- E. Bypass:** If the UPS must be taken out of service, the static transfer switch shall transfer the load to the bypass source. The transfer process shall cause no interruption in power to the critical load. An optional external wrap-around maintenance bypass shall be used to ensure full isolation of the unit for the service of internal components while providing safety from arc flash and in compliance with OSHA requirements.
- F. Off-Battery:** If the battery only is taken out of service, it shall be disconnected from the DC-DC converter by means of an external disconnect circuit breaker (in the case of external batteries). The UPS shall continue to function and meet all the specified steady-state performance criteria, except for the power outage backup time capability. If multiple battery strings are used, each string shall be capable of being electrically isolated for safety during maintenance.

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1.3.3 Performance Requirements

The solid-state power components, magnetics, electronic devices and overcurrent protection devices shall operate within the manufacturer's recommended temperature when the UPS is operating at 100% critical load and maintain battery charging under either of the following conditions:

- Any altitude within the specified operating range up to 3300 ft. (1000m) elevation
- Any ambient temperature within the specified operating range of 32°F to 104°F (0°C to 40°C)

1.3.4 Input

A. Voltage: Input/output voltage specifications of the UPS shall be

- Rectifier AC Input: 208V, three-phase, four-wire-plus-ground
- Bypass AC Input: 208V, three-phase, four-wire-plus-ground
- AC Output: 208V, three-phase, four-wire-plus-ground

B. Voltage Range: +20%, -15% at full load; -40% at half load

C. Frequency Range: 40 - 70Hz

D. Maximum Inrush Current: UPS inrush current not to exceed 1.5 times rated input current

E. Input Current Walk-In: The UPS shall contain a controlled module walk-in to minimize inrush current upon auto-restart. The module walk-in is programmable for a 1 to 5 second delay.

F. Power Factor: Minimum 0.99 at full load with nominal input voltage

G. Current Distortion: Less than 5% THD at full load input current in double-conversion mode

H. Surge Protection: Withstands input surges of 4kV (Line to ground) without damage as per criteria listed in EN 61000-4-5: 1995

I. Short Circuit Current Rating: Units shall carry as standard 65kA Short Circuit Withstand Rating. All ratings shall be certified and a label shall be applied to the unit clearly identifying this rating as required by the National Electrical Code.

1.3.5 AC Output

A. Load Rating: 100% of load rating at 104°F (40°C) for any load from 0.5 lagging to 0.9 leading

B. Voltage Regulation:

- $\pm 1\%$ RMS average for a balanced, three-phase load
- $\pm 2\%$ for 100% unbalanced load for line-to-line imbalances

C. Voltage Adjustment Range: $\pm 5\%$ for line drop compensation adjustable by factory service personnel

D. Frequency Regulation:

- Synchronized to bypass: $\pm 2.0\text{Hz}$ default setting, (adjustable by factory service personnel)

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E. System Efficiency (defined as output kW/input kW at rated lagging load power factor; and not less than the values listed below [select kVA rating for this specification]):

kVA Rating	Efficiency (%)			
	25% Load	50% Load	75% Load	100% Load
10	86.40	90.60	92.70	93.67
15	88.90	92.80	93.90	94.10
20	93.08	94.72	94.97	94.67
30	92.30	94.33	94.95	94.83
40	93.9	94.44	95.27	94.72

F. Phase Imbalance:

- Balanced loads $120^\circ \pm 1^\circ$
- 100% unbalanced loads $120^\circ \pm 2^\circ$

G. Voltage Transients (average of all three phases):

- **0-100% or 100-0%**
 - Response Meets IEC 62040-3: 2010 Figure 2 Curve 1, Class 1
 - Meets ITIC and CBEMA Curve Requirements
 - Transient Voltage Deviation, RMS 5%
 - Recovers within 60 ms

H. Overload at Full Output Voltage with $\pm 1\%$ voltage regulation:

- 100% continuously
- 105% - 110% of full load for 60 minutes at 104°F (40°C) ambient
- 110% - 125% of full load for 10 minutes at 104°F (40°C) ambient
- 125% - 150% of full load for 60 seconds at 104°F (40°C) ambient
- >150% of full load for a minimum of 200 milliseconds at 104°F (40°C) ambient

1.3.6 Grounding

The UPS chassis shall have an equipment ground terminal.

1.4 ENVIRONMENTAL CONDITIONS

The UPS shall be able to withstand the following environmental conditions without damage or degradation of operating characteristics:

A. Operating Ambient Temperature

- UPS: 32°F to 104°F (0°C to 40°C) without derating
- Battery: 77°F (25°C), $\pm 5^\circ F$ ($\pm 3^\circ C$)

B. Storage/Transport Ambient Temperature

- -4°F to 158°F (-20°C to 70°C)

C. Relative Humidity

- 0 to 95%, non-condensing

D. Altitude

- Operating: To 3300 ft. (1000m) above Mean Sea Level without derating (compliant with IEC/EN 62040-3 at altitudes exceeding 1000m)
Consult factory for derating above 3300 ft. (1000m) elevation.
- Storage/Transport: To 50,000 ft. (15,000m) above Mean Sea Level

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E. Audible Noise Level

- 59 dBA measured 4.6 ft. (1.4m) from the surface of the unit

1.5 SUBMITTALS

1.5.1 Proposal Submittals

Submittals with the proposal shall include:

- Descriptions of equipment to be furnished, including deviations from these specifications.
- Document stating compliance with FCC requirements.
- Document stating listing to UL, including edition used for listing.
- Document showing compliance with required SCCR and labeling.
- System configuration with single-line diagrams.
- Detailed layouts of customer power and control connections.
- Functional relationship of equipment, including weights, dimensions and heat dissipation.
- Information to allow distribution system coordination.
- Size and weight of shipping units to be handled by contractor.

1.5.2 Order Submittals

Submittals supplied at time of order shall include:

- All the documentation presented with the proposal, per Section 1.5.1 above.
- Detailed installation drawings including all terminal locations.
- Interconnect wiring diagrams showing conduit wiring with terminal numbers for each wire.

1.5.3 UPS Delivery Submittals

Submittals upon UPS delivery shall include:

- A complete set of submittal drawings.
- Two (2) sets of instruction manuals. Manuals shall include a functional description of the equipment, safety precautions, instructions, step-by-step operating procedures and routine maintenance guidelines, including illustrations.

1.6 WARRANTY

1.6.1 UPS Warranty

The UPS manufacturer shall warrant the unit against defects in workmanship and materials for 12 months after initial startup or 18 months after the shipping date, whichever comes first.

1.6.2 Warranty – End User

Warranties associated with items not manufactured by the UPS supplier but included as part of the system shall be passed through to the end user.

1.7 QUALITY ASSURANCE

1.7.1 Manufacturer's Qualifications

A minimum of 20 years' experience in the design, manufacture and testing of solid-state UPS systems shall be required.

The quality system for the engineering and manufacturing facility shall be certified to conform to Quality System Standard ISO 9001 for the design and manufacture of power protection systems for computers and other sensitive electronics

CIVIC CENTER – NEW UPS FOR EOC & IT OPERATION**1.7.2 Factory Testing**

Before shipment, the manufacturer shall fully and completely test the UPS unit to ensure compliance with the specification.

The UPS unit shall be tested at the system-specified capacity. Testing shall be done using load banks at part-load and the full kW rating of the unit.

Operational discharge and recharge tests to ensure guaranteed rated performance.

System operations such as startup, shutdown and transfers shall be demonstrated.

A certified copy of the test results shall be available for each system as indicated on the order.

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2.0 PRODUCT

2.1 FABRICATION

2.1.1 Materials

All materials of the UPS shall be new, of current manufacture, high grade and shall not have been in prior service except as required during factory testing. All active electronic devices shall be solid-state. All power semiconductors shall be sealed. Control logic and fuses shall be physically isolated from power train components to ensure operator safety and protection from heat.

2.1.2 UPS Internal Wiring

Wiring practices, materials and coding shall be in accordance with the requirements of the National Electrical Code, OSHA and applicable local codes and standards. All bolted connections of busbars, lugs and cables shall be in accordance with requirements of the National Electrical Code and other applicable standards. All electrical power connections shall be torqued to the required value and marked with a visual indicator.

2.1.3 Field Wiring

All field wiring power connections shall be to tin-plated copper busbars for connection integrity. Busbars shall have adequate space to allow two-hole, long-barrel, compression type lugs forming a permanent connection between field wiring and field-installed lugs.

Provisions shall be made in the cabinets to permit installation of input, output and external control cabling using raceway or conduit. Provision shall be made for top and bottom access to input, output, bypass and DC connections. In conformance with the NEC, connection cabinets shall provide for adequate wire bend radius.

2.1.4 Construction and Mounting

The UPS shall be in NEMA Type 1 enclosures, designed for floor mounting. The UPS shall be structurally adequate and have provisions for hoisting, jacking and forklift handling. Maximum cabinet height shall be 78.7 in. (2000mm).

The UPS shall be NEMA Type 1-compliant, with front doors open to enable safe change of air filters without the need for shutdown.

2.1.5 Cooling

Adequate ventilation shall be provided to ensure that all components are operated well within temperature ratings.

Temperature sensors shall be provided to monitor the UPS's internal temperature. Upon detection of temperatures in excess of the manufacturer's recommendations, the sensors shall cause audible alarms to be sounded and visual alarms to be displayed on the UPS control panel. Air filters shall be located at the point of air inlet and shall be changeable. No service clearance or ventilation shall be required in the rear of the system.

2.2 EQUIPMENT

2.2.1 UPS System

The UPS system shall consist of an IGBT power factor-corrected rectifier, DC-DC converter and three-phase, transformer-free inverter, bypass static transfer switch, bypass synchronizing circuitry, protective devices and accessories as specified. The specified system shall also include a battery disconnect breaker and battery system.

2.2.2 Surge Protection

The UPS shall have built-in protection against surges, sags and overcurrent from the AC source. The protection shall meet the requirements of ANSI C62.41 A3 and B3 including:

- 6kV, 100kHz ring wave, line-to-line, line-to-neutral, line-to-ground and neutral-to-ground
- 6kV, combined wave, line-to-line, line-to-neutral, line-to-ground and neutral-to-ground

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2.2.3 Output Protection

The UPS shall be protected against sudden changes in output load and short circuits at the output terminals. The UPS shall have built-in protection against permanent damage to itself and the connected load for all predictable types of malfunctions. Fast-acting, current-limiting devices shall be used to protect against cascading failure of solid-state devices. Internal UPS malfunctions shall cause the module to trip off-line with minimum damage to the module and provide maximum information to maintenance personnel regarding the reason for tripping off-line. The load shall be automatically transferred to the bypass line uninterrupted for an internal UPS malfunction. The status of protective devices shall be indicated on a graphic display screen on the front of the unit.

2.3 COMPONENTS

2.3.1 Rectifier

The term rectifier shall denote the solid-state equipment and controls necessary to convert alternating current to regulated direct current to supply the inverter and charge the battery. The DC output of the rectifier shall meet the input requirements of the inverter without the battery being connected.

A. Input Current Harmonic Distortion

The rectifier shall actively control and reduce input current distortion over the full operating range of the UPS without the need for an additional passive input filter. Input current THD shall be less than 5% at rated load and nominal voltage in double-conversion mode.

B. Dynamic Current Input Limit Reduction

The rectifier, in conjunction with the other UPS controls and circuitry, shall adjust the current demanded for battery charging as a function of UPS wattage load and input voltage level.

2.3.2 DC-DC Converter

The term *DC-DC converter* shall denote the equipment and controls to regulate the output of the rectifier to the levels appropriate for charging the battery and to boost the battery voltage to the level required to operate the inverter. The DC-DC converter shall be solid-state, capable of providing rated output power and, for increased performance, shall be a pulse width-modulated design and shall utilize insulated gate bipolar transistors (IGBTs). The DC-DC converter shall control charging of the battery. The AC ripple voltage of the charger DC shall not exceed 1% RMS of the float voltage.

A. Battery Equalize Charge

A manually initiated equalize charge feature shall be provided to apply an equalize voltage to the battery. The duration of equalize charge time shall be adjustable from 8 to 30 hours. A method shall be available to deactivate this feature for valve regulated battery systems.

B. Stop Battery Charging Function

Battery charging may be stopped by a shunt trip of the battery cabinet breaker when overtemperature is sensed in the battery cabinet, on generator or when environmental contact is closed.

C. Overvoltage Protection

There shall be DC overvoltage protection so that if the DC voltage rises to the pre-set limit, the UPS shall shut down automatically and initiate an uninterrupted load transfer to bypass or shall disconnect the battery via the DC breaker(s) in the battery string.

D. Temperature-Compensated Charging

The UPS shall adjust the battery charging voltage based on the battery temperature reported from external battery temperature sensors. When multiple sensors are used, the voltage shall be based on the average temperature measured. Excessive difference in the temperature measurements shall be reported and the charging voltage adjusted to protect the batteries from excessive current.

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E. Battery Load Testing

The UPS shall be capable of performing battery load testing under operator supervision. To accomplish this, the rectifier shall reduce charging voltage to force the batteries to carry the load for a short time. If the curve of battery voltage drop indicates diminished battery capacity, the UPS shall display an alarm message. If the voltage drop indicates battery failure, the UPS shall terminate the test immediately and annunciate the appropriate alarms.

2.3.3 Inverter

The term *inverter* shall denote the equipment and controls to convert direct current from the rectifier or battery via the DC-DC converter to precise alternating current to power the load. The inverter shall be solid-state, capable of providing rated output power and, for increased performance, the inverter shall be a pulse-width-modulated design and shall utilize insulated gate bipolar transistors (IGBTs). To further enhance reliable performance and efficiency, the inverter shall not require an inverter output series static switch/isolator for the purposes of overload or fault isolation or transfers to bypass.

A. Overload Capability

The inverter shall be able to withstand an overload across its output terminals while supplying full rated voltage of up to 150% for 60 seconds. The inverter shall be capable of at least 200% current for short-circuit conditions including phase-to-phase, phase-to-ground and three-phase faults. After the fault is removed, the UPS shall return to normal operation without damage. If the short circuit is sustained, the load shall be transferred to the bypass source and the inverter shall disconnect automatically from the critical load bus.

B. Output Frequency

The inverter shall track the bypass continuously, providing the bypass source maintains a frequency of $60\text{Hz} \pm 1\%$ (0.6 Hz).

C. Phase-to-Phase Balance

The inverter shall provide a phase-to-phase voltage displacement of no worse than $\pm 3\%$ with a 100% unbalanced load.

D. Inverter Fault Sensing and Isolation

The UPS shall be provided with a means to detect a malfunctioning inverter and isolate it from the critical load bus to prevent disturbance of the critical load voltage beyond the specified limits.

E. Battery Protection

The inverter shall be provided with monitoring and control circuits to protect the battery system from damage due to excessive discharge. Inverter shutdown shall be initiated when the battery voltage has reached the end of discharge voltage. The battery end-of-discharge voltage shall be calculated and automatically adjusted for partial load conditions to allow extended operation without damaging the battery. Automatic shutdown based on discharge time shall not be acceptable.

2.3.4 Inverter Bypass Operation

When maintenance is required or when the inverter cannot maintain voltage to the load due to sustained overload or malfunction, a bypass circuit shall be provided to isolate the inverter output from the load and provide a path for power directly from an alternate AC (bypass) source. The UPS control system shall constantly monitor the availability of the inverter bypass circuit to perform a transfer. The inverter bypass circuit shall consist of a continuous duty bypass static switch and an overcurrent protection device to isolate the static bypass switch from the bypass utility source. The bypass static switch shall denote the solid-state device incorporating SCRs (silicon controlled rectifiers) that can automatically and instantaneously connect the alternate AC source to the load.

A. Static Bypass Switch Rating

The static bypass switch shall be rated for continuous duty operation at full rated load for highest reliability without the use of mechanical devices, such as those used with a momentary rated device.

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B. Manual Load Transfers

A manual load transfer between the inverter output and the alternate AC source shall be initiated from the control panel. Manually initiated transfers shall be make-before-break, utilizing the inverter and the bypass static switch.

C. Automatic Load Transfers

An automatic load transfer between the inverter output and the alternate AC source shall be initiated if an overload condition is sustained for a period in excess of the inverter output capability or due to a malfunction that would affect the output voltage. Transfers caused by overloads shall initiate an automatic retransfer of the load to the inverter only after the load has returned to a level within the rating of the inverter source and the alarm has been acknowledged.

D. Momentary Overloads

In the event of a load current inrush or branch load circuit fault in excess of the inverter rating, the bypass static switch shall connect the alternate AC source to the load for at least 600 milliseconds, allowing up to 1000% of the normal rated output current to flow. Output voltage shall be sustained to the extent the alternate AC source capacity permits. If the overload condition is removed before the end of the 600-millisecond period, the bypass static switch shall turn Off and the load shall remain on inverter power. If the overload remains, then a transfer to the alternate AC source is to be completed.

E. Back-Feed Protection

As required by UL1778 and CSA, the static transfer switch shall not back-feed UPS power to the bypass distribution system while the UPS is operating on battery during a bypass power outage. The purpose of this requirement is to prevent the risk of electrical shock on the distribution system when the normal source of power is disconnected or has failed. If a shorted SCR is detected, the static transfer switch shall be isolated by an internal automatic circuit breaker and an alarm message shall be annunciated at the UPS control panel. The load shall remain on conditioned and protected power after detection of a shorted SCR and isolation of the bypass static switch.

F. Active ECO-Mode

When selected, this mode of operation shall transfer the load to the bypass source and maintain it there as long as the bypass source frequency, slew rate and voltage are within the adjusted operating parameters. While in this mode, the inverter shall remain operating to be able to instantaneously assume the load without interrupting the output voltage. Should the bypass source go outside the adjusted limits, the bypass static switch shall turn Off, isolating the load from the bypass while the inverter assumes the full critical load. The load shall be transferred from the bypass source to the inverter while maintaining the output voltage within the ITIC and CBEMA curves.

2.3.5 Display and Controls

A. UPS Control Panel

The UPS shall be provided with a microprocessor-based control panel for operator interface (may also be referred to as User Interface, or UI) to configure and monitor the UPS. The control panel shall be located on the front of the unit where it can be operated without opening the hinged front door. A backlit, menu-driven, full-graphics, color touchscreen liquid crystal display shall be used to enter setpoints for the battery test (duration and end voltage), display system information, metering information, a one-line diagram of the UPS and battery, active events, event history, startup instructions and transfer and shutdown screens.

No mechanical push buttons shall be used.

B. Logic

UPS system logic and control programming shall reside in a microprocessor-based control system with nonvolatile flash memory. Rectifier, inverter and system control logic shall utilize high-speed digital signal processors (DSPs). CANbus shall be used to communicate between the logic and the User Interface as well as the options. Switches, contacts and relays shall be used only to signal the logic system as to the status of mechanical devices or to signal user control inputs. Customer external signals shall be isolated from the UPS logic by relays or optical isolation.

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C. Metered Values

A microprocessor shall control the display and memory functions of the monitoring system. All three phases of three-phase parameters shall be displayed simultaneously. All voltage and current parameters shall be monitored using true RMS measurements for accuracy to $\pm 3\%$ of voltage, $\pm 5\%$ AC current. The following parameters shall be displayed:

- Input voltage, line-to-line
- Input current per phase
- Input frequency
- Input apparent power (kVA)
- Battery voltage
- Battery charging/discharging current
- Output voltage, line-to-line
- Output frequency
- Bypass input voltage, line-to-line
- Bypass input frequency
- Load current
- Load real power (kW), total and percentage
- Load apparent power (kVA), total and percentage
- Load percentage of capacity
- Battery temperature, each battery string
- Battery state of charge

D. Power Flow Indications

A power flow diagram shall graphically depict whether the load is being supplied from the inverter, bypass or battery and shall provide, on the same screen, the status of the following components:

- AC Input Circuit Breaker (optional)
- Battery Circuit Breaker, each breaker connection of complete battery complement, complete disconnection and partial connection (one or more, but not all breakers open.)
- Maintenance Bypass Status

E. Main Display Screen

The following UPS status messages shall be displayed:

- Rectifier (Off / Soft Start / Main Input On / Battery Input On)
- Input Supply (Normal Mode / Battery Mode / All Off)
- Battery Self Test (True / False)
- Input Disconnect (Open / Closed)
- EPO (True / False)
- Charger (On / Off)
- Output Disconnect (Open / Closed)
- Maint. Disconnect (Open / Closed)
- Bypass Disconnect (Open / Closed)
- Inverter (Off / Soft Start / On)
- Bypass (Normal / Unable To Trace / Abnormal)
- Output Supply (All Off / Bypass Mode / Inverter Mode / Output Disable)
- Inverter On (Enable / Disable)

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F. HMI Control Buttons

Buttons shall be provided to start and stop the inverter. A pop-up message requesting confirmation shall be displayed whenever a command is initiated that would change the status of the UPS.

Other buttons shall be provided to reset faults and silence the alarm buzzer.

G. Event Log

This menu item shall display the list of events that have occurred recently while the UPS was in operation. The Event Log shall store up to 2048 events, with the oldest events being overwritten first if the log's capacity is reached.

H. Battery Status Indicator

A battery status indicator shall display DC alarm conditions, temperature, battery state of charge, the present battery voltage, total discharge time, status of last battery test and battery time remaining during discharge.

The UPS shall provide the operator with controls to perform the following functions:

- Configure and manage manual battery test
- Modify test duration and minimum voltage
- Start battery test
- Monitor test status and progression
- Stop battery test
- Battery test status

I. Alarms

The following alarm messages shall be displayed:

- Mains Voltage Abnormal
- Mains Undervoltage
- Mains Freq. Abnormal
- Charger Fault
- Battery Reversed
- No Battery
- Parallel Comm. Fail
- Bypass Unable To Track
- Bypass Abnormal
- Inverter Asynchronous
- Fan Fault
- Control Power Fail
- Unit Over Load
- System Over Load
- Bypass Phase Reversed
- Transfer Time-Out
- Load Sharing Fault
- Bypass Over Current.

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J. Controls

System-level control functions shall be:

- Start Inverter (and transfer to inverter)
- Stop Inverter (after transferring to bypass)
- Startup Screen
- Battery Test Setpoint Adjustment
- Configure Manual Battery Test
- Initiate Manual Battery Test
- System Settings (Time, Date, Language, LCD Brightness, Password, Audio Level)
- Alarm Silence Command
- Fault Reset Command
- ECO mode

K. Manual Procedures

- Load Transfers: HMI buttons (START INVERTER, STOP INVERTER) shall provide the means for the user to transfer the load to bypass and back on UPS.

2.3.6 Self-Diagnostics

- Event Log File - The control system shall maintain a log of the event conditions that have occurred during system operation. Each log shall contain the event name, event time/date stamp and a set/clear indicator.

2.3.7 Remote Monitoring and Integration Capabilities

A. LIFE™ Services: The UPS manufacturer shall provide as an option LIFE services, which provides 24x7 continuous monitoring of events and parametric data, event and data analysis reports and dispatch of factory-trained field service personnel. The UPS shall be able to initiate periodic and critical event-driven communication with a remote service center to transfer event and parametric data for analysis and action. The remote service center shall be staffed with factory-trained service personnel who are capable of receiving, analyzing and interpreting the communicated events and data. The remote service center personnel shall also be capable of dispatching factory-trained field service personnel to the location of the UPS.

B. Communication Cards: The UPS can be equipped with up to three optional communication card(s) including:

- Optional Liebert IntelliSlot™ Unity™ card providing Web-based UPS monitoring and management capabilities, LIFE Services delivery and two of the following third-party open protocols:
 - SNMP protocols (v1, v2, v3)
 - Modbus RTU or Modbus TCP
 - BACnet MSTP or BACnet IP

Note: Modbus RTU and BACnet MSTP cannot both be enabled simultaneously.

- Optional Liebert SiteScan® Interface card to interface with Liebert SiteScan Web software.
- Liebert IntelliSlot Unity LIFE card included to enable LIFE Services when the optional Liebert IntelliSlot Unity card is not purchased.

C. Output Alarm Contacts: Dry contact outputs shall be provided for Summary Alarm, Bypass Active, Low Battery and AC Input Failure.

D. Customer Input Contacts: The UPS shall have four discrete input contacts available for the input and display of customer-provided alarm points or to initiate a pre-assigned UPS operation. Each input can be signaled by an isolated, external, normally open contact.

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When an assembly is selected as a pre-assigned UPS operation, the following actions shall be initiated:

- On Generator—Provides selectable choices to enable or disable battery charging, and enable or disable ECO Mode operation while on generator.
- Transfer to Bypass—Manual command to transfer from inverter operation to static bypass operation.
- Fast Power Off—Emergency Module Off (EPO) command to stop UPS operation.
- Acknowledge Fault—Acknowledge a UPS alarm condition and present faults will be reset.
- Bypass/Inverter Off—Emergency Power Off (EPO) command to stop UPS operation.
- External Maintenance Bypass Breaker (MBB) status (open or closed)

2.3.8 Battery Disconnect Breaker

The battery cabinet shall have a properly rated circuit breaker (600VDC) to isolate it from the Liebert EXM UPS. This breaker shall be in a separate NEMA-1 enclosure or in a matching battery cabinet. When this breaker is open, there shall be no battery voltage in the UPS enclosure. The UPS shall be automatically disconnected from the battery by a shunt trip of the battery cabinet breaker when signaled by other control functions.

3.0 STORED ENERGY SYSTEMS

The UPS system shall be provided with a stored energy system that shall comply with the specifications of:

- Flooded-Cell Battery System,
- Valve-Regulated, Lead-Acid Battery System,

Specifications describing the requirements for the customer-specified stored energy system are contained in SL-25418GS, available at the Liebert Web site.

4.0 EXECUTION

4.1 FIELD QUALITY CONTROL

The following inspections and test procedures shall be performed by factory-trained field service personnel during the UPS startup.

A. Visual Inspection

- Inspect equipment for signs of damage.
- Verify installation per drawings supplied with installation manuals or submittal package.
- Inspect cabinets for foreign objects.
- Verify that neutral and ground conductors are properly sized and configured per Vertiv requirements as noted in Vertiv drawings supplied with installation manuals or submittal package.
- Inspect each battery jar for proper polarity.
- Verify that all printed circuit boards are configured properly.

B. Mechanical Inspection

- Check all control wiring connections for tightness.
- Check all power wiring connections for tightness.
- Check all terminal screws, nuts and/or spade lugs for tightness.

C. Electrical Inspection

- Check all fuses for continuity.
- Confirm input and bypass voltage and phase rotation are correct.
- Verify control transformer connections are correct for voltages being used.
- Ensure connection and voltage of the battery string(s).

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4.2 UNIT STARTUP

1. Energize control power.
2. Perform control/logic checks and adjust to meet Vertiv specification.
3. Verify DC float and equalize voltage levels.
4. Verify DC voltage clamp and overvoltage shutdown levels.
5. Verify battery discharge, low battery warning and low battery shutdown levels.
6. Verify fuse monitor alarms and system shutdown.
7. Verify inverter voltages and regulation circuits.
8. Verify inverter/bypass sync circuits and set overlap time.
9. Perform manual transfers and returns.
10. Simulate utility outage at no load.
11. Verify proper recharge.

4.3 MANUFACTURER'S FIELD SERVICE

A. Service Personnel

The UPS manufacturer shall directly employ a nationwide service organization, consisting of factory-trained field service personnel dedicated to the startup and maintenance of UPS and power equipment.

The manufacturer shall provide a national dispatch center to coordinate field service personnel schedules. One toll-free number shall reach a qualified support person 24 hours a day, 7 days a week and 365 days a year. If emergency service is required, on-site response time shall be 4 hours or less within 150 miles of a Vertiv™ Services center.

Two local customer engineers shall be assigned to the site with a regional office as a backup. Escalation procedures shall be in place to notify Power Technical Support if a site is not functioning within 24 hours.

B. Automated Site Monitoring

The UPS manufacturer shall provide as an option an automated site monitoring service. This service shall be staffed by a qualified support person 24 hours a day, 7 days a week and 365 days a year. At the detection of an alarm within the UPS, the controls shall initiate communication with the monitoring service. The monitoring service shall be capable of interpreting the communicated alarms to allow dispatch of a service engineer.

C. Replacement Parts Stocking

Parts shall be available through an extensive network to ensure round-the-clock parts availability throughout the country.

Spare parts shall be stocked by local field service personnel with backup available from national parts centers and the manufacturing location. A Customer Support Parts Coordinator shall be on call 24 hours a day, 7 days a week, 365 days a year for immediate parts availability.

D. Maintenance Contracts

A complete offering of preventive and full-service maintenance contracts for both the UPS system and battery system shall be available.

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5.0 BILL OF MATERIALS (VERTIV OR APPROVED EQUAL)

Vertiv-Liebert EXM Single Module UPS System each consisting of the following: One (1) 30kVA Liebert EXM UPS, model 47SA040DPCM2012, with the following features:

- System Input Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- 30kVA Scalable to 40kVA UPS System
- Single Input Configuration
- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis™, Liebert Nform, LIFE™ Services. Supports third-party management systems using SNMP, Modbus or BACnet.
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
- Energy Optimization Mode (Eco-Mode)
- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation
- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access
- Front only service access
- Local Emergency Power Off (EPO)
- LIFE™ Services for the 1st year
- IP 20 enclosure
- Casters and leveling feet
- UL and cUL Listed to UL Standard 1778 5th Edition

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The solution includes **Three (3) Liebert EXM Battery Cabinet System(s), model 47BPEMX54L**, with the following features :

- 74 min @ 30 KVA, 1 x Internal String of ENERSYS HX205-FR Batteries and 3 -320 MM External Cabinet(s) of ENERSYS HX205-FR Batteries (**Preferred**)
- 52min: Run Time at 40 KVA
- BP-No Battery Monitoring
- Cabinet Mounted Left Attached to Module

The solution includes **One (1) Maintenance Bypass Cabinet(s), model 47MBE37AC3R11QX** with the following features:

- 3 Switching Devices (BIB,MBB,MIB)
- 175 Amp Breaker Trip Rating
- Key Interlock (SKRU)
- Cabinet Mounted Right Attached to Module with connecting cables factory supplied
- 600 MM - 23.6 inches Frame Size
- 480V/ 208V Input Transformer Included
- Front Access service design
- (1) 225 Amp, 54 pole SqD bolt/plug-in panelboard w isolated ground
- Input Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
- Output Voltage of 208/120V, 3 Phase, 4 wire plus ground

System Startup Services

Startup includes one site trip by a LS customer engineer after the UPS has been installed. The site trip includes the following services for one UPS module: non-powered inspection, UPS electrical and operational checkout, full parts and labor for any remedial work required on the UPS or battery cabinets, and customer operation training. Startup also includes remedial onsite labor, parts, and travel for the full one-year warranty period.

- Startup 24x7 is scheduled at the customers designated time
- MBC Startup is included

PRE-BID ATTENDANCE SHEET

Company Name:					
1)	Eola Power, LLC	Representative Printed Name: Mateo Arias	E-mail: marias.zeola.power.com	Phone Number: 305-407-5232	
Address:	8782 NW 18th Ter, Doral, FL 33172	Signature:			
Company Name:	Thomas Tieff	Representative Printed Name: Thomas Tieff	E-mail: Tom.Tieff2@z-batt.com	Phone Number: 786-390-7855	
Address:		Signature:			
2)	Zebatt Power Systems	Representative Printed Name: Thomas Tieff	E-mail: Tom.Tieff2@z-batt.com	Phone Number: 786-390-7855	
Address:		Signature:			
3)	National Electric Controls, Inc	Representative Printed Name: William Corbally	E-mail: national.electric.co@gmail.com	Phone Number: (754) 8160489	
Address:	1010 Clubhouse Rd, P. P, FL 33026	Signature:			
Company Name:	WEP-Systems of Florida	Representative Printed Name: Philip Eric Arias	E-mail: eandres@supervisionpointtech.com	Phone Number: 305-336-2124	
Address:	4260 114th Dr N Clewiston FL 33442	Signature:			
4)	UPR Construction Corp	Representative Printed Name: HILROY Samuel	E-mail: HILROY@UPRconstructioncorp.com	Phone Number: 954-859-5497	
Address:	3507 NW 19 Street Lauderdale Lakes	Signature:			
Company Name:	3507 NW 19 st Lauderdale Lakes	Representative Printed Name: Judy Newaywan	E-mail: 954-859-5495	Phone Number: 01/06/2021	
Address:		Signature:			
5)	UPR Construction Corp	Representative Printed Name: HILROY Samuel	E-mail: HILROY@UPRconstructioncorp.com	Phone Number: 954-859-5497	
Address:	3507 NW 19 Street Lauderdale Lakes	Signature:			
Company Name:	3507 NW 19 st Lauderdale Lakes	Representative Printed Name: Judy Newaywan	E-mail: 954-859-5495	Phone Number: 01/06/2021	
Address:		Signature:			
6)					
Address:					
7)		Representative Printed Name: HILROY Samuel	E-mail: HILROY@UPRconstructioncorp.com	Phone Number: 954-859-5497	
Address:		Signature:			
8)		Representative Printed Name: HILROY Samuel	E-mail: HILROY@UPRconstructioncorp.com	Phone Number: 954-859-5497	
Address:		Signature:			

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-mentioned site visit for the above mentioned project. By signing this form and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form I affirm that I understand and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.

[Vendor view of bid](#)
[Chat](#) | [Description](#) | [Attachments](#)

Bid #RE-20-03 - Purchase And Install UPS Equipment For City Center EOC     

Time Left	closed	# of offers	3
Bid Started	Dec 22, 2020 5:09:22 PM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Feb 23, 2021 2:00:00 PM EST	# of suppliers viewed	84  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR, PP-HUBZONE		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	Jan 6, 2021 10:00:00 AM EST Attendance is mandatory		

Location: There will be a mandatory scheduled pre-bid meeting on January 6, 2021, 2020 at 10:00 a.m. Meeting location will be at the Pembroke Pines City Hall Building, Lobby, located at 601 City Center Way, Pembroke Pines, FL 33025.

[Transcript](#) [Attendance](#)

Jan 25, 2021 10:00:00 AM EST

Attendance is optional

Location: There will be a second non-mandatory meeting to give vendors who attended the initial mandatory pre-bid meeting an opportunity to take any and all measurements needed. The meeting is scheduled for January 25, 2021, 2020 at 10:00 a.m. Meeting location will be at the Pembroke Pines City Hall Building, Lobby, located at 601 City Center Way, Pembroke Pines, FL 33025.

[Transcript](#) [Attendance](#)

Delivery Location One or more of the following locations

City of Pembroke Pines
[No Location Specified](#)
Qty 1

Expected Expenditure n/a

View Rules Click here to [change](#) the rules for this bid.

Bid Packet  [Packet for Bid RE-20-03](#) [\[download\]](#)

Best and Final Offer: [Create](#)

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Description

Bid Number RE-20-03

Title	Total cost to purchase and install a new Uninterruptible Power System (UPS)
Quantity	1 project
Contract Duration	One Time Purchase
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Estimated Amount	\$150,000.00
Estimated Amount	\$150,000.00 (This price is estimated - not guaranteed)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments

The City of Pembroke Pines is seeking proposals from qualified firms, to provide and install a new UPS to support the City's EOC at City Hall.

Description

Total cost to purchase and install a new Uninterruptible Power System (UPS) per the scope of work specified in the IFB.

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

<input type="checkbox"/> 1.  RE-20-03 IFB Purchase and Install UPS Equipment for City Center EOC.pdf [download]	<input type="checkbox"/> 2.  Attachment A - Contact Information Form.docx [download]
<input type="checkbox"/> 3.  Attachment B - Non-Collusive Affidavit [download]	<input type="checkbox"/> 4.  Attachment C - Proposers Qualifications Statement [download]
<input type="checkbox"/> 5.  Attachment D - Sample Insurance Certificate.pdf [download]	<input type="checkbox"/> 6.  Attachment E - Specimen Contract - Construction Agreement Rev 2020-01.pdf [download]
<input type="checkbox"/> 7.  Attachment F - References Form [download]	<input type="checkbox"/> 8.  Attachment G - Standard Release of Lien.pdf [download]
<input type="checkbox"/> 9.  Attachment H - Drawings for UPS Purchase and Installation.pdf [download]	<input type="checkbox"/> 10.  Attachment I - Specifications for UPS Purcahse and Installation 1.pdf [download]
<input type="checkbox"/> 11.  Mandatory Pre-Bid Meeting Sign-in Sheet.pdf [download]	
<input type="checkbox"/>  Addendum #1 (1 documents)	

 = Included in Bid Packet

 = Excluded from Bid Packet

Addendum #1 - Made On Jan 6, 2021 11:43:07 AM EST

New Documents [Mandatory Pre-Bid Meeting Sign-in Sheet.pdf](#)

Addendum #2 - Made On Jan 19, 2021 8:31:45 AM EST

New Documents [Addendum 1.pdf](#)

Previous End Date Jan 26, 2021 2:00:00 PM EST

New End Date Feb 9, 2021 2:00:00 PM EST

Previous Q & A End Date Jan 12, 2021 8:30:00 PM EST

New Q & A End Date Feb 2, 2021 8:30:00 PM EST

Conference on Jan 25, 2021 10:00:00 AM EST as been added

Change Made On Jan 20, 2021 8:22:31 AM EST

New Documents Addendum 1 Revised.pdf

Removed Documents Addendum 1.pdf

Pre-Bid Conference Changes Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.

Change Made On Feb 9, 2021 1:41:32 PM EST

Previous End Date Feb 9, 2021 2:00:00 PM EST

New End Date Feb 23, 2021 2:00:00 PM EST

Contractor Advertisements

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There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Question and Answers for Bid #RE-20-03 - Purchase and Install UPS Equipment for City Center EOC

[Create New Question](#)

Question Deadline: Feb 2, 2021 8:30:00 PM EST

Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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