

## Florida Playgrounds

Bid Contact **Manny Espaillat**  
**manny@floridaplaygrounds.net**  
**Ph 954-873-1127**

Address **FORT LAUDERDALE, FL 33326**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-18-12--01-01	Project <b>Supplier</b> Cost for <b>Product</b> Pines <b>Code: SAFETY</b> Charter <b>SURFACE</b> School West Elementary Playground EPDM Pour in PI	<b>First Offer - \$99,900.00</b>	1 / lump sum <b>\$99,900.00</b>	Y	Y

Supplier Total **\$99,900.00**

**Florida Playgrounds****Item: Project Cost for Pines Charter School West Elementary Playground EPDM Pour in PI****Attachments**

PBRK PINES Estimate-050743 2.pdf

ESPA MANAGEMENT, INC.  
15241 SW 15 PL  
DAVIE FL 33326

PEMBROKE PINES CHARTER MIDDLE SCHOOL  
Jose Pena  
WEST CAMPUS / MAX TEL. 954.654.4551  
18500 PEMBROKE RD  
PEMBROKE PINES FL 33029

Estimate # 050743  
Estimate Date November 2, 2018  
PO # POURED IN PLACE  
SURFACE

**Estimate Total (USD) \$99,900.00**

Item	Description	Unit Cost	Quantity	Line Total
DMO	REMOVE AND REINSTALL ONCE WORK IS COMPLETE 3 EXISTING COLUMNS IN WALK WAY TO GET QUICK ACCESS TO PLAYGROUND AREA WITH HEAVY EQUIPMENT	3.00	7400	22,200.00
	REMOVE AND DISPOSE OF EXISTING RUBBER SURFACE, BONDED RUBBER, ARTIFICIAL TURF, EXISTING SUB-BASE OF PAVERS AND RUBBER			
GRND PREP	GROUND PREPARATION FOR POURED IN PLACE SURFACE: INSTALL 4 TO 6 INCHES OF DRAINING ROCKS #57, LEVEL AND COMPACTED TO ALLOW PROPER BASE AND DRAINAGE OF POURED IN PLACE RUBBER SURFACE	2.00	7400	14,800.00
EPDM PIP	NEW POURED IN PLACE RUBBER SURFACE AS FOLLOWS:  PLAYGROUND AREA TOTAL SQUARE FOOTAGE 7,400 SQ FT  NEW POURED IN PLACE RUBBER TO BE @ TOTAL THICKNESS OF 1.5" INCHES  SBR SUB-BASE @ 1" INCH  TOP COLOR CAP EPDM @ 1/2" INCH, SUB-BASE OF STONE	8.50	7400	62,900.00

**Estimate Total (USD) \$99,900.00**

#### Terms

\*All products meets ASTM, CPSC, and ADA playground surfacing and critical heights Standards

PAYMENT UPON COMPLETION

\* All colors of EPDM area 50%Bk 50% color mix, Solid colors will Include an additional cost.

\*\*Prices quoted are good for 30 days and are subject to total purchase, except for shipping which is subject to market changes.


Poured in Place Surface has a 10 year warranty from date of installation.

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

This estimate was sent using  FRESHBOOKS

**To view your estimate online** Go to <https://floridaplaygrounds.freshbooks.com/view/dRGhQdQF7QbvDQk>

Supplier: **Florida Playgrounds**



City of Pembroke Pines

Attachment A

### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “IFB # PSPW-18-12” titled “Pines Charter School West Elementary Playground EPDM Pour in Place Surface” 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](http://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: **ESPA MANAGEMENT, INC.**  
STREET ADDRESS: **15241 SW 15TH PL**  
CITY, STATE & ZIP CODE: **DAVIE**

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: **Manuel A Espailat** TITLE: **President**  
E-MAIL: **mannyandico@mac.com**  
TELEPHONE: **9548731127** FAX:

#### **AUTHORIZED APPROVER:**

NAME: **Manny Espailat** TITLE: **President**  
E-MAIL: **manny@floridaplaygrounds.net**  
TELEPHONE: **954.873.1127** FAX:  
SIGNATURE: **Manuel Espailat**

#### **B) Proposal Checklist**

Are all materials, freight, labor and warranties included?

Yes ☒

#### **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.*

**Base Pricing:**

<b>Item #</b>	<b>Location</b>	<b>Total Cost</b>
1)	Project Cost for Pines Charter School West Elementary Playground EPDM Pour in Place Surface	<b>Price to be Submitted Via BidSync</b>

Supplier: **Florida Playgrounds**



City of Pembroke Pines

Attachment C

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the **Owner**,

(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 **Manuel Espailat**

Title **President**

Name of Company **Espa Manangement, Inc.**

Supplier: **Florida Playgrounds**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT  
ON PUBLIC ENTITY CRIMES  
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **Espa Management, Inc.** (name of entity submitting sworn statement) whose business address is **15241 SW 15 Pl, Davie, FL 33326** and (if applicable) its Federal Employer Identification Number (FEIN) is **20-2449271**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: **015520562**.)
2. My name is **Manuel Espailat** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **Owner**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any



natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

**Manuel Espaillat**  
Bidder's Name/Signature

**Espa Management, Inc.**  
Company

**November 3, 2018**  
Date

## Supplier: Florida Playgrounds



City of Pembroke Pines

Attachment E

### LOCAL VENDOR PREFERENCE CERTIFICATION

#### SECTION 1 GENERAL TERM

##### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

##### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

#### SECTION 2 AFFIRMATION

##### LOCAL PREFERENCE CERTIFICATION:

- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.**

COMPANY NAME: **Espai Management, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Manuel Espailat**



Supplier: **Florida Playgrounds**



City of Pembroke Pines

Attachment F

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "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).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.**

COMPANY NAME: **ESPA MANAGEMENT, INC.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Manuel Espailat**

3

4

Supplier: **Florida Playgrounds**



City of Pembroke Pines

Attachment G

## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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.

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

The 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's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A

contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

☒ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the 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. Cash 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 cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ **3.** The 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;

☐ **4.** The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: **ESPA MANAGEMENT, INC.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Manuel Espailat**





Supplier: **Florida Playgrounds**



City of Pembroke Pines

Attachment H

## **VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

### **SECTION 1 GENERAL TERM**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **SECTION 2 AFFIRMATION**

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.**

**Manuel Espaillet**  
Authorized Signature

**Manuel Espaillet**  
Authorized Signer Name

**Espa Management, Inc.**  
Company Name

**Supplier: Florida Playgrounds**



*City of Pembroke Pines*

**Attachment I**

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

**I, Manuel Espailat, on behalf of Espa Management, Inc.,**

Print Name and Title

Company Name

certify that **Espe Management, Inc.:**

Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Espe Management, Inc.**  
Company Name

**Manuel Espailat**  
Print Name/Signature

**President**  
Title



Supplier: **Florida Playgrounds**



*City of Pembroke Pines*

**Attachment J**

**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:

**Espa Management, Inc.**  
**15241 SW 15 Place**  
**Davie, Fl. 33326**

Contact Person's Name and Title: **Manuel Espailat**

Contact Person's E-mail Address: **mannyandico@mac.com**

PROPOSER'S Telephone and Fax Number: **957.873.1127**

PROPOSER'S License Number: **N/A**

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

PROPOSER'S Federal Identification Number: **20-2449271**

Number of years your organization has been in business **13**

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

State the number of years your firm has been in business in the work specific to this solicitation: **13**

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

**Manuel Espailat President**  
**Francisco j. Espailat, Vice President**  
**Isabela Espailat, Treasurer**

The business is a:      Sole Proprietorship ☐                      Partnership ☐                      Corporation ☒

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.

**N/A**

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:

**N/A**

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

**No**

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

**Yes**

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).

**No**

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.

**None**

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).

**None**

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.

**None**

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.

**None**

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

**No**

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.

**No**

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

**No**

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

**Excellent work in the safety surface industry**

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.

**Espa Managent, Inc.**  
(Company Name)

**Manuel Espailat**  
(Printed Name/Signature)

Supplier: **Florida Playgrounds**



*City of Pembroke Pines*

**Attachment M**

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be 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:

### **REFERENCES FORM**

Provide specific examples of similar contracts. References should be 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: **KIDS IN DISTRESS**

Address: **819 NE 26 ST**

City/State/Zip: **WILTON MANORS, FL. 33305**

Contact Name: **MAGGIE HULSEY** Title: **DIRECTOR OF FACILITIES**

E-Mail Address: **MaggieHulsey@kidinc.org**

Telephone: **954.591.0903** Fax:

#### **Project Information:**

Name of Contractor Performing the work: **PORED IN PLACE SURFACE**

Name and location of the project: **KIDS IN DISTRESS**

Nature of the firm's responsibility on the project:

Project duration: **2 WEEKS** Completion (Anticipated) Date: **AGUST 2018**

Size of project: **9600 SQ FT** Cost of project: **64k**

Work for which staff was responsible:

Contract Type: **SURFACING**

The results/deliverables of the project: **COMPLETED**

## **REFERENCES FORM**

Provide specific examples of similar contracts. References should be 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: **CITY OF PEMBROKE PINES**

Address:

City/State/Zip: **PEMBROKE PINES**

Contact Name: **GLEN REID**Title: **PARKS AND REC**

E-Mail Address: **greid@ppines.com**

Telephone: **305.409.2594**Fax:

### **Project Information:**

Name of Contractor Performing the work: **MULTIPLE JOBS**

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:

## **REFERENCES FORM**

Provide specific examples of similar contracts. References should be 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: **KORKAT, INC.**

Address: **221 INDUSTRIAL WAY**

City/State/Zip: **CARROLLTON, GA. 30117**

Contact Name: **JOSH VERDOME**Title: **SALES MANAGER**

E-Mail Address: **JOSHV@KORKAT.COM**

Telephone: **678.576.6222**Fax:

### **Project Information:**

Name of Contractor Performing the work: **MULTIPLE JOBS**

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:

## **REFERENCES FORM**

Provide specific examples of similar contracts. References should be 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: **mannyandico@mac.com**