

Florida Palm Construction, Inc.

Bid Contact **Brian Fay**
brian@floridapalmconstruction.com
Ph 954-706-7816

Address **6900 SW 21st Court Suite 16**
Davie, FL 33317

Qualifications CBE SBE

Bid Notes **Please see all required documents within the attachment. Thank you.**

Item #	Line Item	Notes	Unit Price		
PNC2119543R1--01-01	Request for Qualifications - Job Order Contract	Supplier Product Code:	First Offer -	1 / n/a	Y Y
				Supplier Total	\$0.00

Florida Palm Construction, Inc.

Item: **Request for Qualifications - Job Order Contract**

Attachments

Required Documents for County Bid.pdf

1. Ability of Professional Personnel:

The Project Manager listed in Attachment A is Sean Cassidy. Sean graduated with a BA in Construction Management for Florida International University and has 7 years of construction experience working in projects ranging from Multi-Family build outs to large hospital renovations, with a price range from fifty thousand dollars to twelve million dollars. He has worked on a number of million-dollar design assist projects, where the subcontractors and the GC were brought in at the design phase to provide recommendations to save money and stream-line the project. Some example of project types Sean has worked on in the past are port projects, public works building, healthcare, condo hi-rise, and clubhouse. Sean is now committed to working with our construction team to make Florida Palm Construction synonymous with the word's quality and professional.

The Superintendent listed in Attachment B is Brian Fay. Brian is Florida Palm's qualifying Certified Building Contractor, a Certified Lead Inspector, and an active member of the South Florida Business Networking Community. Brian is a Co-founder of Florida Palm Construction and the driving force of encouragement for the team at FPC. Brian has extensive experience managing residential and commercial projects, and has completed over 400 renovation projects within the last 5 years. He has worked in numerous capacities on numerous types of jobs, including condo remodels, high rise buildings, new construction, structural work and repairs, warehouse spaces, office spaces, and industrial buildings. Brian specializes in scheduling, supervising all activities and tasks, and ensuring the safety and compliance on the jobsites. Brian has a vast array of knowledge in construction, and his visionary abilities, combined with his persistent personality, propels the growth of Florida Palm.

2. Project Approach:

1) Your general understanding of the JOC procurement system including your assessment of any of the articles of the General Conditions you deem critical to the operations and management of the project.

JOC Procurement, as we understand it, is a project delivery method utilized by organizations to get numerous and commonly encountered construction projects done quickly and easily.

The JOC contracts are fixed price, multi-year construction contracts based on established or published unit. (the unit prices are used to price construction tasks associated with the scope of work).

2) Your approach to subcontracting vs. performing the work with your own forces. Identify the types of work you intend to perform with your own forces and provide: a) a list of employees and equipment demonstrating your capability to perform the proposed work; and

One of Florida Palm Construction's core values is to raise up leaders in the construction industry. Our goal is to self-perform as much of the project's scope as possible. It's our belief that in

training our team to be skilled in their trades, we will be able to make a positive impact in the South Florida construction community.

The amount of work we self-perform depends on each project's size and scope of work. We carefully review each project in order to assess how much we can do in-house.

We typically subcontract out about 65% of our work and self-perform the remaining 35%.

The scopes we prefer to sub out are electrical, mechanical, plumbing, and roofing. The scopes we typically self-perform are demo, drywall, framing, windows and doors, flooring, concrete, painting, acoustical ceilings, rough carpentry, and finish carpentry.

In-house Workers experience

- **Julio Gonzalez – 30 years of experience**
- **Josh Grimm - 15 years of experience**
- **Cristhian Sotelo – 3 years of experience**
- **Garland Cash – 15 years of experience**
- **Zdenek Reska – 20 years of experience**
- **Corey Swanson – 15 years of experience**
- **Collin Dolabaille – 2 years of experience**
- **Benjamin Todd Champion – 15 years of experience**

b), evidence on past projects of your ability to self-perform the work you intend to perform with in-house forces.

- **Latimer Residence**
 - **Self-Performed 70% of the scope of work**
 - **Scopes Performed:**
 - **Powder Room remodel, Downstairs bathroom remodel**
 - **Flooring – Tile**
 - **Electrical**
 - **Plumbing**
 - **Cabinetry**
 - **Painting**
 - **Misc. Finish's**
 - **Paint**
 - **installation of new retaining wall**
 - **Masonry Wall**
 - **Concrete Footer**
- **Sweeny Residence**
 - **Self-Performed 65% of the scope of work**
 - **Scope Performed: Kitchen Remodel**
 - **Demo**
 - **Drywall**
 - **Flooring & Backsplash – Tile**
 - **Finish Carpentry – Trim work**
 - **Doors & Hardware**

- **Appliance installation**
 - **Paint**
- **Brian Lake**
 - **Self-Performed 60% of the scope of work**
 - **Scope Performed: Full condo Remodel**
 - **Demo**
 - **Drywall**
 - **Flooring & Backsplash- Tile**
 - **Finish Carpentry – Trim work**
 - **Doors & Hardware**
 - **Cabinetry**
 - **Paint**
- **Jolene Trinkowksy**
 - **Self-Performed 100% of the scope of work**
 - **Scope Performed: Bathroom Remodel**
 - **Framing & Drywall**
 - **Shelving**
 - **Doors & hardware**
 - **Plumbing**
 - **Electrical**
 - **Tile**
 - **Cabinetry**
 - **Painting**
- **Randy Randolph**
 - **Self-Performed 85% of the scope of work**
 - **Scope Performed: Kitchen Remodel**
 - **Demo**
 - **Framing & Drywall**
 - **Paint**
 - **Electrical**
 - **Vanity Cabinetry Install**
 -

3) The JOC Contractor is required to participate in the development and documentation of the scope of work for each Job Order. The Joint Scope Meeting allows for a collaborative effort between the Vendor and the County to discuss the Detailed Scope of Work prior to finalizing the price. Describe the Vendor’s approach to assisting the County with review of the Detailed Scope of Work offering suggestions, improvements, and value-engineering.

We currently provide value engineering for our clients in order to assist in lowering the cost of construction, without sacrificing quality. This is one of the areas that we attribute our current success to. A few recent examples are as follows. On one project, we partnered up with the structural engineer to help design a way to utilize the building’s exterior structure as a support for the roof column. This allowed us to save money on cutting through the existing slab to pour new footers, as well as

eliminated the need for a new steel support beam. The new design also eliminated all the column bump outs that would have taken up usable office space. Another example of this is a project that we worked closely with the owner on in reviewing the project designs in order to save on the cost. We were able to redesign the cabinetry in order to lower the cost by over 50%, and ultimately were able to provide a finished project that the owner was very happy with- both in quality and price.

4) Provide a safety plan and your approach to accident prevention. Provide the name qualifications and experience of your safety officer and what his/her duties and responsibilities will be overall and at the construction project site.

- 1. We conduct monthly Health and Safety meetings that our entire team attends and participates in.***
- 2. All managers are completely trained in detecting on-site job hazards and are always actively training other staff members in this area.***
- 3. All managers are given regular equipment tutorials and demonstrations, to keep safety at the forefront of our employees' minds.***
- 4. Every on-site employee is trained weekly in proper tool usage and safety protocols for cleaning, storage and properly maintaining larger work-site tools.***
- 5. We conduct pre-employment drug and alcohol screenings before bringing any/all employees on staff.***
- 6. We run a thorough State and County background check and a detailed driving record check before any employees come on staff.***
- 7. All employees are required to wear personal protection gear to maintain a safe working environment***
- 8. If an incident were to occur, we are prepared and our entire staff is trained with the protocols that need to be implemented; we take extreme safety precautions by having every job containing proper WC incident reporting posters on-site.***

Safety Officer: Sean Cassidy

- Ensure employees are given training, which includes safe work practices on equipment, tools, machines, processes, etc.***
- Personally conduct regular inspections of the workplace.***
- Uphold and enforce safe work practices. This includes influencing safe behavior by positive reinforcement, such as recognition of worker's safe work performance, and/or monetary or gift awards for safe behavior. Enforcement action can also influence safe behavior when applied towards workers who blatantly perform unsafe acts, or who continually perform acts in an unsafe manner.***
- Investigate all incidents and take immediate corrective action to prevent reoccurrence.***

All Employees

- Are required to follow safe work practices, and if they are unsure of what is the correct/safe way to perform a task or a job, they are to ask their foreman, supervisor or manager***
- Must immediately report all unsafe equipment or tools to their foreman, supervisor or manager. This includes reporting unsafe behavior of other workers, if these workers are approached and remain unwilling to correct their unsafe actions or conditions.***
- Are to uphold the safe work practices this company has established***
- If injured on the job, or become ill, immediately inform their supervisor, foreman or manager***

3. Past Performance:

In accordance with the three Vendor References submitted with this application, below please find a brief explanation of the scope of work and percentage of self-performance for each job.

Project Name: Isn't This Great Warehouse Remodel

This was a 30,000 sq ft complete warehouse remodel that we completed from start to finish. Florida Palm Construction was in charge of overall management of this million-dollar remodel that spanned 15 months. We scheduled our subcontractors as well as our internal team fluidly, met our clients date expectations, and delivered a beautiful new office space for their hundreds of employees. We managed everything including: major concrete repair work, installation of 50+ helical piles, concrete slab replacements, installation of new supportive beams, impact window installations, complete office space layouts, ceiling installation, door and glass installation, and painting. We worked together with engineers and designers to complete this large project. We self-performed about 20% of this job and subcontracted the rest to our trusted professional partners.

Project Name: Latimer Residence Remodel

This job was 40% self-performed in a 6,500 sq ft home in Davie. Our client had us completely redo his interior, which was primarily concrete walls. We did extensive concrete work and restoration, constructed a new layout, new bathrooms, and a new kitchen installation.

Project Name: 8964 Cleary Blvd. Remodel

This was a commercial remodel that we completed and managed from start to finish, and was 60% self-performed. Florida Palm Construction was in charge of overall management of this job, and our scope of work included a full bathroom remodel, adding a sink, installing a sprinkler system, A/C work, building a reception desk, and building additional walls.

4. Workload of the Firm:

Below, please find a list of the jobs we have completed and managed in the past 5 years, and the dollar value for each. Each highlighted section represents a group of jobs that were managed simultaneously.

Project Number	Description	Contract Value	Date Completed
17-003	Binstock, Wendy and Bill	\$ 68,252.38	12/21/2017
17-010	Jordan, Richard and Deidre	\$ 48,450.12	1/26/2018
17-017	Spartan 28 Development	\$ 21,556.47	1/26/2018
17-005	Pardo, Tony	\$ 24,610.21	2/1/2018
17-011	Argyropoulos, James	\$ 89,474.88	4/10/2018
17-020	Charger Construction	\$ 40,326.35	5/17/2018
18-013	Isn't This Great - New Door Openings & Doors	\$ 24,277.62	5/21/2018

18-010	Greves, Rosie	\$	22,572.36	6/6/2018
18-020	Page, Shirley	\$	56,404.99	6/18/2018
18-001	Goldsmith, Jim	\$	34,637.00	6/18/2018
18-014	Argyropoulous, James	\$	28,080.02	7/20/2018
18-025	Sanin, Elizabeth and Gloria	\$	23,175.00	8/15/2018
18-028	Boyce, Godfrey	\$	46,407.00	9/5/2018
18-024	Lattimer, Matt	\$	57,385.00	9/7/2018
18-023	Griesemer, Scott	\$	29,447.00	9/7/2018
18-041	Lattimer, Matt	\$	25,094.00	9/7/2018
18-031	Madsen, Ashley	\$	59,050.00	9/27/2018
17-015	Levit, David	\$	81,897.44	9/27/2018
18-040	Sanchez	\$	42,549.48	11/15/2018
C18-004	ITG Exterior Painting	\$	52,320.00	12/5/2018
18-033	Stellabotte	\$	37,013.97	12/5/2018
18-043	Aquas, Nelson	\$	54,070.65	12/26/2018
18-039	ITG Restrooms at Existing Space & Loft	\$	147,497.60	12/17/2018
18-038	ITG Warehouse Interior Build Out	\$	301,328.57	2/27/2019
17-002	Kovacs, Andor	\$	224,774.51	6/8/2018
18-017	Isn't This Great - Impact Windows	\$	30,648.09	10/31/2018
18-002	Isn't This Great	\$	282,541.22	12/10/2018
17-013	Sheppard, Gary	\$	101,183.46	1/3/2019
TM18-005	Lattimer, Matt	\$	58,762.14	1/14/2019
18-042	Cabrera, Charles	\$	31,638.60	2/5/2019
C18-009	ITG Exterior Work	\$	94,217.58	2/27/2019
18-060	Hagadorn, John	\$	26,289.33	3/19/2019
18-062	Feig, Kevin	\$	28,858.33	3/19/2019
18-037	Sunshine Tape	\$	75,023.00	3/21/2019
18-045	Ross, Julie	\$	56,503.62	3/15/2019
18-050	Link, Lischia	\$	44,807.30	4/15/2019
18-061	Williams, Joyce	\$	38,531.85	5/15/2019
19-005	King, Wilma	\$	71,367.84	6/4/2019
19-012	Lab Gurus	\$	70,530.84	6/15/2019
19-001	Latimer, Matt	\$	263,468.12	8/20/2019
19-020	Sweeney, Richard	\$	49,431.21	10/14/2019
19-040	Lake, Brian	\$	104,149.30	11/11/2019
19-037	FIRM Realty Suite 309 & 310	\$	19,582.45	7/29/2019
18-051	Brown, Todd	\$	41,621.31	8/19/2019
19-051	Randolph, Randy (Re-plumb)	\$	19,184.80	8/30/2019
19-047	Trinkowsky, Jolene	\$	40,134.02	9/6/2019
19-053	Randolph, Randy (Kitchen)	\$	27,901.60	10/17/2019

19-049	Edelstein, Ruth	\$	21,646.88	10/17/2019
19-042	Amos, James	\$	30,957.36	10/31/2019

Below, please find a list of our current contracted jobs that are in progress:

C18-007	LA Bakerie	\$	118,337.64
19-071	Voight Residence Remodel	\$	350,000.00
19-067	Florida Room & Home Remodel	\$	71,426.00
19-069	BeWell MedSpa	\$	250,000.00
19-054	Petrillo-Smith Residence	\$	300,000.00
19-063	Latimer Residence - Downstairs Remodel and Retaining Wall	\$	50,000.00
19-070	Hoover Residence 2nd Floor Remodel	\$	70,037.00
19-024	Belloso Residence Home Addition	\$	180,000.00
19-059	Iron Sushi Restaurant - Exhaust Hood	\$	98,928.16
19-056	White- Kitchen Renovation	\$	67,933.51
19-075	Coffin Residence Fixed Price	\$	540,941.00
19-055	1830 Radius Drive Car Accident	\$	27,493.00

As a General Contractor, we are constantly managing 7-10 jobs at once. We have a very successful process for making sure that they all are taken care of in a professional and effective manner. The main thing contributing to our success in this area is our team of 14 full time employees who work efficiently and effectively together, towards a shared goal of completing each and every project with the utmost excellence.

Aside from our Contractor who is our main estimator and our President who runs Operations, we have an Operations Manager who is responsible for the scheduling, budgeting, change orders, and client communication for all the jobs. We also have two Project Managers, who act as our eyes and our ears by driving our company vehicles from job to job every day, in order to ensure that employees and subs are progressing appropriately on every job. In addition, 8 of our full-time employees are a mix of Site Superintendents and on-site Carpenters, who are responsible for the everyday work and schedule progression of all the jobs.

On the back end, we have office support that manages accounts payable, accounts receivable, and runs regular accounting reports so that we don't miss anything on our job progression. Finally, we have a full time Project Coordinator who is solely dedicated to running permits to the cities and Subcontractor Compliance.

Our entire team works together to ensure that every job is taken care of well, which enables us to complete a high volume of work simultaneously. It also allows us to make sure each job is completed to the highest standards and quality.

5. Financial Ability:

We pride ourselves on our organization in and out of the field. We regularly use AIA forms of accounting for subcontractor payments, as well as for accounts receivable, to help us track our Subs and make sure they are truly paid when paid. The financial practices that we have in place enable us to grow at a steady pace. We do not pay out our sub until we are paid first, and we follow a "Profit First" system of accounting, which hosts buckets of money in different accounts to ensure all bills are paid.

Additionally, we have a \$100,000 Line of Credit through Bank of America available for use, which we can use to get started on work if necessary. We also have a \$50,000 available for use on our main business credit cards, and Vendor Credits accounts of more than \$20,000 at various material supplier stores. This money is available to us for the opportunity of a larger job, in order to help us secure materials and cash in the intermediary of starting a larger job before receiving a check.

ATTACHMENT A
KEY PERSONNEL
PROJECT MANAGER

1) Firm's Name: Florida Palm Construction

2) Project Manager's Name : Sean Cassidy

3) Type of Key Personnel: Primary Assigned to the Contract Full Time Additional Staff on As-Needed Basis

4) # of Years with the Firm: 1 year

5) # of Years Experience with Job Order Contracting: 1 year

6) Client Type Experience & # of Years Experience: Years 6 years experience in Health care
 Public Works Aviation Port Other: 1 year in port and public works

7) Experience: (Check ALL boxes that apply)

- Interior Renovation Mechanical Upgrades Electrical Upgrades Concrete Floor
- Medical Center Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work Other (Attach Additional Sheet)

8) **ATTACH RESUME** Yes

9) Licenses, Training, and Industry Recognized Certifications. List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications



EDUCATION

Florida International University 2011
Bachelor of Science, Construction Management

SEAN CASSIDY

OPERATIONS MANAGER

PROFILE

Florida Palm Construction is a full service remodeling company that handles Residential, Commercial, and Government Construction Projects from conception to buildout. Since 2014, Florida Palm has doubled in revenue and size every year. They currently have 14 Full-Time Employees and have completed over 400 renovation jobs in the last 5 years. Sean has served as Operations Manager since October of 2019, specializing in managing all job handoffs, Project Managers, job scope and budgets, and Client Relations. He leads the field teams in industry and knowledge expertise, ensures employee satisfaction, and is responsible for all divisions of Operations.

CONTACT

PHONE:

954-706-7816

954-536-6119

WEBSITE:

www.flpalmconstruction.com

EMAIL:

sean@flpalmconstruction.com

WORK EXPERIENCE

Verdex Construction, Assistant Project Manager

April 2018-October 2019

- Help manage a \$52 million construction project within project timelines
- Maintain the project schedule to ensure timely project completion
- Initiate and manage project documents – RFIs, drawing changes, change orders, shop drawings
- Research solutions for design issues
- Allocate necessary project resources including subcontractors and suppliers
- Process monthly pay applications to the owner
- Buy out subcontractors for multiple scopes of work
- Process change orders to the owner for additional scopes of work
- Work with the city to get permits for the project
- Document Control; track all expenditures and process for billing

Titus Construction Group, Senior Project Manager

April 2014-March 2018

- Senior Construction Project Manager for Cleveland Clinic Hospital, Weston, Florida
- Managed construction projects, from \$1 - \$12 million, within project timelines
- Involved in the building of a new medical wing and renovation of a majority of the hospital
- Managed a team of 20 superintendents who were responsible for approximately 250 workers
- Designed finished interior at Cleveland Clinic to meet Florida building codes
- Identified potential problems and provided viable solutions to mitigate risks
- Reviewed and prepared contracts, cost estimates and insurance CCIP documents
- Provided value engineering recommendations to achieve budget objectives
- Procured and evaluated engineering documents for all exterior structural framing
- Initiated, managed, and closed out documents – RFIs, drawing changes, change orders, shop drawings
- Allocated necessary project resources including subcontractors, suppliers and company labor
- Oversaw cost plus projects and document control; track all expenditures and process for billing
- Corporate trainer tasked with training assistant project managers to become project managers

ATTACHMENT B
KEY PERSONNEL

GENERAL SUPERINTENDENT

1) Firm's Name: Florida Palm Construction

2) General Superintendent's Name : Brian Fay

3) Type of Key Personnel: Primary Assigned to the Contract Full Time Additional Staff on As-Needed Basis

4) # of Years with the Firm: 5 years

5) # of Years Experience with Job Order Contracting: 10 years

6) Client Type Experience & # of Years Experience: Years 10

Public Works Aviation Port Other: general construction/renovations

7) Experience: (Check ALL boxes that apply)

- Interior Renovation Mechanical Upgrades Electrical Upgrades Concrete Floor
- Medical Center Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work Other (Attach Additional Sheet)

8) **ATTACH RESUME** Yes

9) Licenses, Training, and Industry Recognized Certifications. List any and all State and County Licenses, Specialty Training, and Industry Recognized Certifications

CBC1260339

Building contractor

CFC1430420

Plumbing contractor

Q-17-71251

Lead safe renovator

ATTACHMENT C
COMPARABLE CONSTRUCTION EXPERIENCE
PROJECTS EQUAL TO OR LESS THAN \$50,000

1) Firm's Name: _____

2) Agency/Client Name: _____

3) Project Name: _____

4) Project Number: _____ 5) Project Value: _____

6) **Achieved or Anticipated Final Acceptance after January 1, 2014** Yes No

7) Company Role: Sub Contractor Prime Contractor

8) Agency: County City Private Other: _____

9) Project Type: Public Works Aviation Port Other: _____

10) Percentage of Self Performed Work with the Company's Trades: _____%

11) Project Type: (Check ALL boxes that apply to the Scope of Work)

- Interior Renovation Mechanical Upgrades Electrical Upgrades Concrete Floor
- Medical Center Exterior / Interior painting Roofing Replacement/Repair Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Steel Erection Landscaping Fencing Earthwork / Site Work Other (Attach Additional Sheet)

12) Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Reference's	contact:	Name	_____	Title

Telephone: _____ Email Address: _____

13) Description of Any Problems or Major Issues Encountered During the Project (If Any) and What Was Done to Resolve: (Attach Additional Information As Necessary)

Seagull Environmental Management Company

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311 (954) 524-7208



This is to Certify that

Brian Fay

2180 sw 37th ave, Fort Lauderdale, FL 33312

has successfully completed an English

8 Hr. Lead-Safe Renovator Course

28-Feb-17 TO 28-Feb-17

Accepted as Individual Certification in EPA administered states.

Alabama Accreditation: Jan. 27,2011 Georgia Accredited: Chapter 391-3-24

Approved in Mississippi, Utah, and accepted in most authorized states.

Trainer(s): Samuel Orr

Training Address: 900 N.W. 5th AV., Fort Lauderdale, FL 33311

Passed an examination & hands-on skills assessment on: 28-Feb-17

Processed By:

Seagull

To Authenticate Certificate

www.seagulltraining.com

1-800-966-9933

UNDER CIVIL AND CRIMINAL PENALTIES UNDER CIVIL AND CRIMINAL PENALTIES OF LAW FOR MAKING OR SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 6515)

James F. Stump, Training Manager

Certificate Number: 171251

R-I-Subpart Q-17-71251

Course Number: SE1709

This Certificate Expires:

Federally Administered States	27-Feb-22
Most authorized states	28-Feb-20
Georgia	28-Feb-20

This certificate is only valid in conjunction with the appropriate firm certification. In addition, in some EPA authorized states, one must surrender this certificate to obtain a state certification for the individual. For additional certificates, contact Seagull at 1-800-966-9933.

12/5/2019 BidSync P-16



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FAY, BRIAN ANTHONY

INDIVIDUAL
422 STONEMONT DR
WESTON FL 33326

LICENSE NUMBER: CFC1430420

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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Broward County Board of
County Commissioners
PNC2119543R1



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

FAY, BRIAN ANTHONY

FLORIDA PALM CONSTRUCTION, INC.
6900 SW 21 COURT
SUITE 16
DAVIE FL 33317

LICENSE NUMBER: CBC1260339

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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BRIAN FAY

VICE PRESIDENT

PROFILE

Florida Palm Construction is a full service remodeling company that handles Residential, Commercial, and Government Construction Projects from conception to buildout. Since 2014, Florida Palm has doubled in revenue and size every year. They currently have 14 Full-Time Employees and have completed over 400 renovation jobs in the last 5 years. Brian has served in all aspects of the business, starting out as a hands on carpenter, growing to Project Manager (of both Commercial and Residential scale), and now as the VP Of Business Development. He leads the charge on ideas for growth and expansion, and manages the two divisions and the work that is done. In the company's goals for 2019, FPC is hoping to start working with the county and putting their CBE/SBE certifications to work.

CONTACT

PHONE:

954-706-7816

813-992-8803

WEBSITE:

www.flpalmconstruction.com

EMAIL:

Brianfay@flpalmconstruction.com

EDUCATION

Delaware County Community College 2007 - 2009

Associates in Business Administration

Certified Building Contractor 2014

CBC 1260339 - Licensed and Registered with the State of Florida DBPR

Certified Plumbing Contractor 2019

CFC 1430420 - Licensed and Registered with the State of Florida DBPR

Lead Safe Renovator - 2017

Completed 8-hr Lead Safe Renovator course to comply with federal Lead standards

WORK EXPERIENCE

Florida Palm Construction, Inc. (Project Manager 2014-2016, Estimator 2016-2018, Vice President 2018 - Current)

- Managed dozens of jobs at a time in the Residential Divisions, including permitting, material management, tradesmen, and subcontractors.
- Managed our largest Commercial job to date of 1.5 million dollars including design, subcontractor negotiations, scheduling, and estimating.
- Estimated 10 million dollars of work in Fiscal Year 2018, sold 2 million worth of work in 2018 ending in FPC's strongest year to date.
- Manages project managers and estimators to ensure successful completion of job duties and work flow. Maintains a positive customer experience throughout the entirety of the jobs.

Rossi Construction

January 2012-May 2013

- Carpenter for Tampa Bay's largest residential remodeling company.
- Worked on dozens of home renovations, including window installations, kitchen and bathroom remodels, and outdoor kitchens and patios.

PERSONAL

Brian and Ileana have been married since 2013, and have two children (Anaiah, 5, and Adrien, 3). They have a great passion and desire for the work that they do, and love being a locally run business. They take great pride not only in their carpentry work, but in the systems that they have created internally to help each job run effectively. Their goal is to be a business that is well known in the local community, that gives back generously, and that grows their employees to his/her full potential.

Special Instructions to Vendors
Solicitation Name: PNC2119543R1, Job Order Contract

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness:

1. Refer to **Submittal Bond, Performance and Payment Guaranties, and Qualifications of Surety Requirements (Two-Step)** for submittal requirements and forms. Vendor must submit an original **Submittal Bond** in the amount of **(see below chart)** at time of solicitation due date in order to be responsive to solicitation requirements. Failure to submit a Submittal Bond by solicitation due date and time, and in accordance with instructions will deem Vendor non-responsive.

Group	OESBD Designation	Submittal Bond Amount
A.	SBE Reserve	\$2,000
B.	CBE Reserve	\$5,000
C.	CBE Goals	\$5,000

2. Domestic Partnership Act Requirement
This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.

B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

1. Office of Economic and Small Business Development Program
This solicitation includes the following Office of Economic and Small Business Development Requirements:
 1. This solicitation includes contracts reserved for County Business Enterprise (CBE) firms certified by Broward County Office of Economic and Small Business Development. Refer to the **Office of Economic and Small Business Requirements: CBE Reserve** for further information.
 2. This solicitation includes contracts reserved for Small Business Enterprises (SBE) certified by Broward County Office of Economic and Small Business Development. Refer to the **Office of Economic and Small Business Requirements: Small Business Enterprises** for further information.
 3. This solicitation includes contracts with the following County Business Enterprise Goals: 30 % CBE Goals. Vendors must follow the instructions included in the **Office of Economic and Small Business Requirements: CBE Goal Participation** section and submit all required forms and information as instructed.
2. Workforce Investment Program

This solicitation requires the Vendor to comply with the Workforce Investment Program. Vendors must follow the instructions included in the **Workforce Investment Program Requirements** section and submit form as instructed.

3. Licensing – in order to be considered a responsible Vendor for the scope of work, the Vendor shall possess one of the following licenses (including any specified State registration, if applicable) at the time of submittal:

State: Certified General Contractor
OR
Certified Building Contractor

AND

County: General Building Contractor Class "A"
(Must be registered with the State)
OR
General Building Contractor Class "B"
(Must be registered with the State)

Any work performed not within the scope of the above contract must be performed by a licensed and insured subcontractor.

Proof of licensing should be furnished at the time of submittal or within three (3) business days after request by the Purchasing Agent. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the solicitation.

B. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation can be located at:

<http://www.broward.org/purchasing/documents/bcf170.pdf>

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

C. Demonstrations:

Not applicable to this solicitation.

D. Presentations:

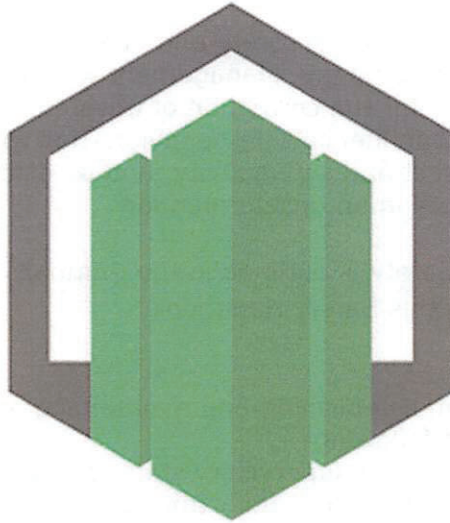
Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

E. Public Art and Design Program:

Not applicable to this solicitation.

F. Procurement Authority:

Health and Safety Plan



Florida Palm Construction
6900 SW 21st Court, Suite 16
Davie, FL 33317



Florida Palm Construction Management Safety Policy

The management of Florida Palm Construction is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by this company. Management will give true attention to and provide the financial resources for the correction of unsafe conditions. Management will promote and influence safe behavior. This will be accomplished by both positive reinforcement of correct and safe activity, and by disciplinary action for those who willfully or repeatedly work in an unsafe manner.

Disciplinary action based on Safety is outlined in the Company Handbook, which should be referred to simultaneously as this Safety Handbook.

Management will participate in establishing and maintaining an effective safety program. This will include the following:

- Holding all management and supervisory staff accountable for their safety responsibilities in their respective departments, jobs, crews or workplaces;
- Providing safety and health education and training as needed; and
- Reviewing and updating workplace safety policies, practices and performances.

This policy statement serves to express this company's commitment to and involvement in providing our employees a safe and healthy workplace. This workplace safety and health program will be incorporated as the standard of practice for this organization. Compliance with these safe practices and those of any regulatory agency will be required of all employees as a condition of continued employment.

RESPONSIBILITIES

All Employees

- Are to follow safe work practices, and if they are unsure of what is the correct/safe way to perform a task or a job, they are to ask their foreman, supervisor or manager
- Must immediately report all unsafe equipment or tools to their foreman, supervisor or manager. This includes reporting unsafe behavior of other workers, if these workers are approached and remain unwilling to correct their unsafe actions or conditions.
- Are to uphold the safe work practices this company has established
- If injured on the job, or become ill, immediately inform their supervisor, foreman or manager.

WORKSITE ANALYSIS

- All work areas, departments, and jobs need to be inspected on a regular basis to ensure safe work practices and safe and healthy conditions. For the most part, these inspections are to be conducted by the Supervisor/Superintendent or his/her qualified and designated worker. Each inspection may not be required to be formal (written) although regular written completed inspections will be expected.
- This includes the purchase of new equipment or tools, or the re-working or retrofitting of workstations or equipment so as to ensure that safety and health is considered.
- If approached by workers who appear to have a true concern regarding a safety or health issue, supervisors or managers need to act accordingly and give attention to the matter.
- All incidents (this includes property damage, equipment damage, incidents involving injury or illnesses, and near-miss type incidents) need to be investigated. In most cases, the department, job foreman or supervisor will complete this investigation. Managers will be involved as necessary or when requested.
- Incidents that involve injury and illnesses will be evaluated and analyzed for trends, common causes, and patterns so as to prevent further incidents.

SAFETY AND HEALTH TRAINING

Safety and Health Orientation

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee should have access to a copy of the written safety program, through his or her supervisor, for review and future reference, and will be given a personal copy of any safe work practices, policies, and procedures pertaining to his / her job.

Job-Specific Training

- Managers, Supervisors and Foremen should receive basic safety and health training as it relates to their positions
- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee any specific safe work practices, policies, and procedures that are applicable.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do

the work without supervision.

- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

Periodic Retraining of Employees

All employees will be retrained periodically on safe work practices, policies and procedures, and when changes are made to the written safety program.

If necessary, individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, or when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

FIRST AID AND MEDICAL ASSISTANCE

There will be adequate first aid supplies and /or an adequate first aid kit available at each workplace. Where required, or in the case of an emergency where the workplace is located in a remote location and emergency medical assistance cannot arrive within a few minutes, there will be a designated certified first aid (and possibly CPR) trained employee who can assist in first aid emergency cases. Employees who receive work related injuries or illnesses will be given immediate attention in regards to the nature of their injury or illness.

SUBSTANCE ABUSE

All employees and trade contractors are prohibited to use illegal drugs and or intoxicating beverages while on the job as outlined in the Company Handbook. Any person or persons found using illegal drugs or intoxicating beverages (Substance Abuse) while on the job or found in an impaired state caused by substance abuse or shows obvious signs of substance abuse will instantly be removed from the jobsite.

GENERAL SAFETY PROCEDURES

Lifting Procedures

1. Plan the move before lifting; remove obstructions from your chosen pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object with your hands and fingers. Use handles
10. Never lift anything if your hands are greasy or wet.
11. Wear protective gloves when lifting objects with sharp corners or jagged edges.
12. Hold objects as close to your body as possible.



13. Perform lifting movements smoothly and gradually; do not jerk the load.
14. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
15. Set down objects in the same manner as you picked them up, except in reverse.
16. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
17. Slide materials to the end of the tailgate before attempting to lift them off a pick-up truck. Do not lift over the walls or tailgate of the truck bed.

Stacking Material (Sheet rock, gypsum, foam boards, etc.)

1. When stacking panels by hand, position the panels sideways slightly in front of you, so you do not have to reach over your head or twist your body to lift these materials.
2. Position panels to lean flat against a wall and do not wobble or slide.
3. Push and slide panels along their edge or get assistance from a co-worker.

Ladder Usage

1. Do not use ladders that have loose rungs, cracked or split rails, missing rubber pads, or are otherwise visibly damaged.
2. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or oil.
3. Do not place ladder in a passageway or doorway without posting warning signs or cones that detour pedestrian traffic away from ladder. Lock the doorway that you are blocking and post the sign "Detour."
4. Allow only one person on the ladder at a time.
5. Face the ladder when climbing up or down.
6. Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down.
7. Do not stand on the top two rungs of any ladder.
8. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
9. Do not stand on a ladder that wobbles, or leans to the left or right.
10. When using an extension ladder, extend the top of the ladder at least 3 feet above the edge of the landing.
11. Secure the ladder in place by having another employee hold it.
12. Do not place ladders on boxes, concrete blocks, or other unstable bases.
13. Do not try to "walk" a ladder by rocking it. Climb down the ladder, and then move it.
14. Do not move a rolling ladder while someone is on it.

Personal Protective Equipment

1. Do not wear hard hats that are dented or cracked.
2. Wear safety glasses at all times.
3. Wear safety goggles when welding or soldering.
4. Do not continue to work if safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
5. Do not wear jewelry or coats with metal zippers to work.
6. Wear earplugs or earmuffs in areas posted "Hearing Protection Required."

Work Area Protection

1. Place signs (lights) well before the work area to permit oncoming motorists time to react.



2. Erect protective barriers or guards and warning signs prior to removing hole covers or making excavations where accessible by vehicular or pedestrian traffic.
3. Position the work vehicle to guard the work area while work is in progress.

Job Site Safety

1. Do not begin working until barricades, warning signs or other protective devices have been installed to isolate the work area from local traffic.
2. Flag workers must wear reflective warning vests when controlling vehicle traffic.
3. Do not walk under partially demolished walls or floors.
4. Stop working outdoors and seek shelter during lightning storms.

Electrical Safety

1. Do not use an electrical tool if its housing is cracked.
2. Do not use electrical tools while working from a metal ladder unless the ladder has rubber feet.
3. Turn the tool off before plugging or unplugging it.
4. Do not leave tools unattended that are "On."
5. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
6. Do not operate spark-inducing tools such as grinders, drills or saws near containers labeled "Flammable," or in an explosive atmosphere such as a paint spray booth.
7. Do not carry equipment or tools by the cord.

Electrical Powered Tools

1. Do not use power equipment or tools on which you have not been trained.
2. Keep power cords away from the path of drills, saws, vacuum cleaners, floor polishers, mowers, slicers, knives, grinders, irons and presses.
3. Do not use cords that have splices, exposed wires, or cracked or frayed ends.
4. Do not carry plugged-in equipment or tools with your finger on the switch.
5. Do not carry equipment or tools by the cord.
6. Disconnect the tool from the outlet by pulling on the plug, not the cord.
7. Turn the power switch of the tool to "Off" before plugging or unplugging it.
8. Do not leave tools that are "On" unattended.
9. Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
10. Do not operate spark-inducing tools such as grinders, drills or saws near containers labeled "Flammable" nor in an explosive atmosphere such as a paint spray booth.
11. Turn the power switch of electrical tools to "Off" and then unplug from the outlet before attempting repairs or service work. Tag the tool "Out of Service."
12. Do not use extension cords or other three pronged power cords that have a missing prong.
13. Do not remove the ground prong from electrical cords.
14. Do not use an adapter such as a cheater plug that eliminates the ground.
15. Do not plug multiple electrical cords into a single outlet.
16. Do not run extension cords through doorways, through holes in ceilings, walls or floors.
17. Do not drive over, drag, step on or place objects on a cord.
18. Do not stand in water or on wet surfaces when operating power hand tools, or portable electrical appliances.
19. Do not use a power hand tool to cut wet or water-soaked building materials or to

- repair pipe leaks.
- 20. Do not use a power hand tool while wearing wet cotton gloves or wet leather gloves.
- 21. Never operate electrical equipment barefooted. Wear rubber-soled or insulated work boots.
- 22. Do not operate a power hand tool or portable appliance that has a frayed, worn, cut, improperly spliced or damaged power cord.
- 23. Do not operate a power hand tool or portable appliance if a prong from the three-pronged power plug is missing or has been removed.
- 24. Do not operate a power hand tool or portable appliance that has a two-pronged adapter or a two-conductor extension cord.
- 25. Do not operate a power hand tool or portable appliance while holding a part of the metal casing or while holding the extension cord in your hand. Hold all portable power tools by the plastic handgrips or other nonconductive areas designed for gripping purposes.

Electrical Cords

- 1. Keep power cords away from path of drills and wire soldering and cutting equipment.
- 2. Do not use cords that have splices, exposed wires or cracked or frayed ends.
- 3. Do not remove the ground prong from electrical cords.
- 4. Do not use an adapter such as a cheater plug that eliminates the ground.
- 5. Do not plug multiple electrical cords into a single outlet.

Power Saws

- 1. Wear safety goggles, a dust mask and hearing protection when operating a power saw.
- 2. Do not wear loose clothing or jewelry.
- 3. Clean any residue from the blade or cutting head before making a new cut with the power saw.
- 4. Do not use a power saw that has cracked, broken or loose guards, or other visible damage.
- 5. Remove all nails from the stock before using the power saw to cut the stock.
- 6. Do not make measurements to the stock while the power saw is running. Make the measurements before turning the power switch to the "On" position.
- 7. Keep your hands away from the exposed blade.
- 8. Never let your hand, finger or thumb cross the cutting line.
- 9. When using the power saw, do not hold the work piece against your body when making the cut.
- 10. Operate the saw at full cutting speed.
- 11. Do not alter the anti-kickback device or blade guard.

Pneumatic Tools

- 1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
- 2. Do not use pneumatic tools that have handles with burrs or cracks.
- 3. Attach the pressure-reducing nozzle that is labeled "Reduces Pressure to 30 psi" to the air hose when using compressed air to clean.
- 4. Wear safety goggles when using compressed air to clean.
- 5. Do not allow air hoses to loop on the floor when using them.
- 6. Do not pass air-powered tools by the hose from one worker to another.
- 7. Disconnect the tool from the air line before making any adjustments or repairs to the tool.
- 8. Turn the tool to the "Off" position and let it come to a complete stop before leaving it unattended.
- 9. Disengage the hand piece from the air hose and coil up the air hose on the

- worktable or hose rack when it is not in use.
10. Do not use compressed air for comfort cooling.

Hand Tool Safety

1. Do not continue to work if your safety glasses become fogged. Stop work and clean the glasses until the lenses are clear and defogged.
2. Use tied-off containers to keep tools from falling off scaffolds and other elevated work platforms.
3. Carry all sharp tools in a sheath or holster.
4. Tag worn, damaged or defective tools “Out of Service” and do not use them.
5. Do not use a tool if its handle has splinters, burrs, cracks, splits or if the head of the tool is loose.
6. Do not use impact tools such as hammers, chisels, punches or steel stakes that have mushroomed heads.
7. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
8. When using knives, shears or other cutting tools, cut in a direction away from your body.
9. Do not chop at heights above your head when you are working with a hand axe.
10. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, aviation snips, scrapers, chisels or files in your pocket unless the tool or your pocket is sheathed.
11. Do not perform “make-shift” repairs to tools.
12. Do not use “cheaters” on load binders or “boomers.”
13. Do not carry tools in your hand when you are climbing. Carry tools in tool belts or hoist the tools to the work area using a hand line.
14. Do not throw tools from one location to another, from one employee to another, from scaffolds or other elevated platforms.
15. Transport hand tools only in toolboxes or tool belts. Do not carry tools in your clothing.

Files/Rasps

1. Do not use a file as a pry bar, hammer, screwdriver or chisel.
2. When using a file or rasp, grasp the handle in one hand and the toe of the file in the other.
3. Do not hammer on a file.

Hammers

1. Use a claw hammer for pulling nails.
2. Do not strike nails or other objects with the cheek of the hammer.
3. Do not strike one hammer against another hammer.
4. Do not use a hammer if your hands are oily, greasy or wet.
5. Do not use a hammer as a wedge or a pry bar.

Saws

1. Keep control of saws by releasing downward pressure at the end of the stroke.
2. Do not use an adjustable blade saw such as a hacksaw if the blade is not taut.
3. Do not use a saw that has a dull saw blade.
4. Keep hands and fingers away from the saw blade while using the saw.
5. Do not hold the work piece against your body while using the saw.
6. Do not carry a saw by the blade.
7. When using a hand saw, hold the work piece firmly against the work table.

Screwdrivers

1. Always match the size and type of screwdriver blade to fit the head of the screw.
2. Do not hold the work piece against your body while using a screwdriver.
3. Do not put your fingers near the blade of the screwdriver when tightening a screw.
4. Do not force a screwdriver by using a hammer or pliers on it.
5. Do not use a screwdriver as a punch, chisel, pry bar or nail puller.
6. Use a screwdriver that has an insulated handle for electrical work.
7. Use a drill, nail, or an awl to make a starting hole for screws.
8. Do not carry a screwdriver in your pocket.
9. Do not use a screwdriver if your hands are wet, oily or greasy.
10. When using the spiral ratchet screwdriver, push down firmly and slowly.
11. Do not use a screwdriver to test the charge of a circuit.

Wrenches

1. Use box or socket wrenches on hexagon nuts and bolts as a first choice, and open-end wrenches as a second choice.
2. Do not use wrenches that are bent, cracked, badly chipped or that have loose or broken handles.
3. When using an adjustable wrench, turn the wrench so that the fixed jaw, not the adjustable jaw, provides positive pressure in the item to be turned.
4. Do not slip a pipe over a single-head wrench handle for increased leverage.
5. Do not use a shim to make a wrench fit.
6. Size the adjustable wrench to fit the nut before turning.
7. Use a split box wrench on flare nuts.
8. Do not use a wrench with broken or battered points.

Pliers

1. Do not use pliers as a wrench or a hammer.
2. Do not slip a pipe over the handles of pliers to increase leverage.
3. Use pliers with an insulated handle for electrical work.
4. Do not use pliers that are cracked, broken or sprung.
5. When using diagonal cutting pliers, shield the loose pieces of cut material from flying into the air by using a cloth or your gloved hand.

Vises

1. When clamping a long work piece in a vise, support the far end of the work piece by using an adjustable pipe stand, sawhorse or box.
2. Position the work piece in the vise so that the entire face of the jaw supports the work piece.
3. Do not use a vise that has worn or broken jaw inserts, or has cracks or fractures in the body of the vise.
4. Do not slip a pipe over the handle of a vise to gain extra leverage.

Grinders

1. Do not use grinding wheels that have chips, cracks or grooves.
2. Do not use the grinding wheel if it wobbles. Tag it "Out of Service."
3. Do not try to stop the wheel with your hand, even if you are wearing gloves.
4. Do not use grinder if it is not firmly anchored to the workbench.
5. Prior to installing a new grinding wheel, inspect the wheel for cracks or other visible damage. Tap the wheel gently with a plastic screwdriver handle to detect cracks that

are not visible. If the wheel has a dead sound rather than a ringing sound, do not use the wheel.

6. Do not install a grinding wheel whose labeled RPM speed is lower than the rated speed of the grinder.
7. Do not grind on the side of an abrasive wheel labeled "Type 1."
8. Do not clamp a portable grinder in a vise to use it as a bench grinder.

Knives/Sharp Instruments

1. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
2. Cut in the direction away from your body when using knives.
3. Store knives in knife blocks or in sheaths after using them.
4. Use the knife that has been sharpened; do not use a knife that has a dull blade.
5. Do not use honing steels that do not have disc guards.
6. Do not attempt to catch a falling knife.
7. Use knives for the operation for which they are named.
8. When opening cartons use the safety box cutters. Do not cut with the blade extended beyond the guard.
9. Do not use knives that have broken or loose handles.
10. Do not use knives as screwdrivers, pry bars, can openers or ice picks.
11. Do not leave knives in sinks full of water.
12. Do not pick up knives by their blades.
13. Carry knives with their tips pointed toward the floor.
14. Do not carry knives, scissors or other sharp tools in your pockets or an apron unless they are first placed in their sheath or holder.
15. Follow this procedure before picking up any bags that have sharp objects protruding from them: Grab the top of the bag above the tie-off using two hands and hold the bag away from your body.
16. Do not submerge hot glass in cold water or submerge a cold glass in hot water.

Scaffolding

1. All rolling scaffold above 6' in height must have full guardrails installed.
2. All rolling scaffold above 10' in height must also use manufacturer approved outriggers.
3. Follow the manufacturer's instructions when erecting the scaffold.
4. Do not work on scaffolds outside during stormy or windy weather.
5. Do not climb on scaffolds that wobble or lean to one side.
6. Initially inspect the scaffold prior to mounting it. Do not use a scaffold if any pulley, block, hook or fitting is visibly worn, cracked, rusted or otherwise damaged. Do not use a scaffold if any rope is frayed, torn or visibly damaged.
7. Do not use any scaffold tagged "Out of Service."
8. Do not use unstable objects such as barrels, boxes, loose brick or concrete blocks to support scaffolds or planks.
9. Do not work on platforms or scaffolds unless they are fully planked.
10. Do not use a scaffold unless guardrails and all flooring are in place.
11. Level the scaffold after each move. Do not extend adjusting leg screws more than 12 inches.
12. Do not walk or work beneath a scaffold unless a wire mesh has been installed between the midrail and the toeboard or planking.
13. Use your safety belts and lanyards when working on scaffolding at a height of 10 feet or more above ground level. Attach the lanyard to a secure member of the

scaffold.

14. Do not climb the cross braces for access to the scaffold. Use the ladder.
15. Do not jump from, to, or between scaffolding.

16. Do not slide down cables, ropes or guys used for bracing.
17. Keep both feet on the decking. Do not sit or climb on the guardrails.
18. Do not lean out from the scaffold. Do not rock the scaffold.
19. Keep the scaffold free of scraps, loose tools, tangled lines and other obstructions.
20. Do not throw anything "overboard" unless a spotter is available. Use the debris chutes or lower things by hoist or by hand.
21. Do not move a mobile scaffold if anyone is on the scaffold.
22. Chock the wheels of the rolling scaffold, using the wheel blocks, and lock the wheels by using your foot to depress the wheel lock, before using the scaffold.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sihle Insurance Group, Inc. 1021 Douglas Avenue Altamonte Springs FL 32714	CONTACT NAME: Kymberly Group PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED Kymberly Group Payroll Solutions, Inc. 3218 E Colonial Drive, Suite F Orlando FL 32803	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : State National Insurance Company, Inc.</td> <td style="text-align: center;">12831</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State National Insurance Company, Inc.	12831	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1165361270** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TGW900096400	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Alternate Employer, Florida Palm Construction Inc is provided Workers Compensation coverage effective 1/26/19 only for employees leased from Kymberly Group Payroll Solutions, Inc. Pursuant to the client services agreement between Florida Palm Construction Inc and Kymberly Group Payroll Solutions, Inc.

CERTIFICATE HOLDER Broward County 115 South Andrews Avenue Ft. Lauderdale FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



NHC NIELSON, HOOVER & ASSOCIATES

November 14, 2019

RE: FLORIDA PALM CONSTRUCTION, INC.

To Whom It May Concern:

This is to advise you that our office provides suretyship for Florida Palm Construction, Inc since 2019. Their Surety is Old Republic Surety Company, which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of \$750,000 for single size projects and \$750,000 total aggregate. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Florida Palm Construction, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in them and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Sincerely,

NIELSON, HOOVER & ASSOCIATES

Jarrett Merlucci
Resident Agent

8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650

www.nielsonhoover.com

SMART UNCOMPROMISING TIMELY EFFECTIVE NIELSON, HOOVER & COMPANY, INC SURETY SOLUTIONS THAT MAKE A DIFFERENCE

PROPOSAL BOND

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

BY THIS BOND, we Florida Palm Construction, Inc., as Principal, hereinafter called VENDOR, and Philadelphia Indemnity Insurance Company, as Surety, are bound to the Board of County Commissioners of Broward County, Florida, as Obligee, hereinafter called County, in the Amount of Two Thousand Dollars and 00/100 (\$ 2000.00) for the payment whereof VENDOR and surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the County is seeking to contract with a firm (registered with the Florida Department of State, Division of Corporations) for the County agencies; and

WHEREAS, the County is utilizing a request for proposals (RFP) solicitation process for this project and VENDOR in response to Solicitation No. PNC2119543R1 agrees and is bound that:

The CONDITION OF THIS BOND is that if:

VENDOR submits a timely proposal in response to the County's solicitation process; THEN THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT UNTIL CONTRACT AWARD. If the VENDOR is awarded the Agreement, but fails to enter into the Agreement, (including providing a Performance and Payment Guaranty, evidence of insurance, and other requirements stated herein) then the VENDOR and surety, jointly and severally, shall be liable to the County for the full sum herein stated which shall be due and payable to the County immediately upon demand of the County, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said VENDOR; OTHERWISE THE BOND SHALL REMAIN IN FULL FORCE AND EFFECT.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein; and

In the event suit is brought upon this bond by the County, surety shall pay reasonable attorneys' fees and costs incurred by the County in such suit.

Signed and sealed this 20th day of November, 2019.

WITNESSES:



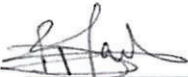
Secretary
(CORPORATE SEAL)

Florida Palm Construction, Inc.
(Name of Corporation)

By 
(Signature and Title)

Heana Fay / President
(Type Name and Title Signed Above)

IN THE PRESENCE OF:



Dania Banks

SURETY COMPANY:

Philadelphia Indemnity Insurance Company

By 
Agent and Attorney-in-Fact
Jarrett Merlucci



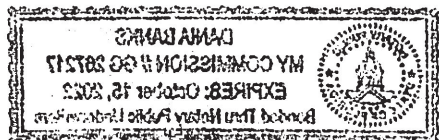
Address: One Bala Plaza East, Suite 100
(Street)

Bala Cynwyd, PA 19004 - 1403
(City/State/Zip Code)

Telephone No.: (610) 206-7836

[Faint, illegible text, possibly a list or agenda items]

[Handwritten signature]
[Faint, illegible text]



110

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Charles J. Nielson, David R. Hoover, Charles D. Nielson and Jarrett Merlucci of Nielson, Hoover & Company, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

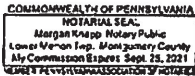
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

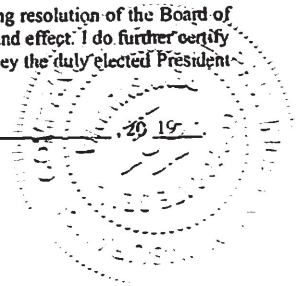
Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of November, 2017.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





Vendor Reference Verification Form

Broward County Solicitation No. and Title:

N/A

Reference for: Florida Palm Construction, Inc.

Organization/Firm Name providing reference:

Isn't This Great, LLC.

Contact Name: Solomon Schoonover Title: General Counsel Reference date: 11/13/2019

Contact Email: Solomon@itgcor.com Contact Phone: 954-243-8910

Name of Referenced Project: Isn't This Great Warehouse Remodel

Contract No.	Date Services Provided:	Project Amount:
18-038	11/15/2017 to 04/08/2019	\$1,115,127.00

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

30,000 sq. ft. warehouse remodel

Please rate your experience with the referenced Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a. Responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Vendor's Organization:				
a. Staff expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Timeliness of:				
a. Project	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Deliverables	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Project completed within budget	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Cooperation with:				
a. Your Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Subcontractor(s)/Subconsultant(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Regulatory Agency(ies)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

Would hire again!

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

N/A

Reference for: Florida Palm Construction, Inc.

Organization/Firm Name providing reference:

Matt Latimer

Contact Name: Matt Latimer

Title: Owner

Reference date: 11/13/2019

Contact Email: matt@konaflo.com

Contact Phone: (412) 353-3333

Name of Referenced Project: Latimer Residence Remodel

Contract No.

Date Services Provided:

Project Amount:

19-001

05/15/2018 to 05/13/2019

\$ 301,818.42

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

6,500 sq. ft. home remodel.

Please rate your experience with the referenced Vendor:

Needs Improvement Satisfactory Excellent Not Applicable

1. Vendor's Quality of Service

- a. Responsive
- b. Accuracy
- c. Deliverables

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Vendor's Organization:

- a. Staff expertise
- b. Professionalism
- c. Turnover

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Timeliness of:

- a. Project
- b. Deliverables

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Project completed within budget

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	-------------------------------------	--------------------------

5. Cooperation with:

- a. Your Firm
- b. Subcontractor(s)/Subconsultant(s)
- c. Regulatory Agency(ies)

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Comments: (provide on additional sheet if needed)

Currently using them again for additional remodel work in my home.

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

N/A

Reference for: Florida Palm Construction, Inc.

Organization/Firm Name providing reference:

Haut Dog Salon

Contact Name: Charles Cabrera

Title: Owner

Reference date: 11/13/2019

Contact Email: ccabrer2@gmail.com

Contact Phone: (954) 991-0802

Name of Referenced Project: 8964 Cleary Blvd. Remodel

Contract No.

Date Services Provided:

Project Amount:

18-042

08/04/2018 to 02/05/2019

\$ 33,563.59

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Business remodel.

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

a. Responsive

b. Accuracy

c. Deliverables

2. Vendor's Organization:

a. Staff expertise

b. Professionalism

c. Turnover

3. Timeliness of:

a. Project

b. Deliverables

4. Project completed within budget

5. Cooperation with:

a. Your Firm

b. Subcontractor(s)/Subconsultant(s)

c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

I would definitely hire FPC again! When I eventually expand, I will use them for everything.

THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.



FLORIDA PALM
CONSTRUCTION

Florida Palm Construction, Inc.
6900 SW 21st Court, #16
Davie FL 33317
(954) 706-7816
www.floridapalmconstruction.com

CONTRACTOR ASSURANCE STATEMENT

PROJECT DESCRIPTION: Bid #PNC2119543R1 - Request for Qualifications

I, Brian Fay, (Authorized Official/Agent) on behalf of Florida Palm Construction, Inc.

(Vendor) hereby agree to comply with the County Business Enterprise (CBE) requirements of the solicitation, between Broward County and Florida Palm Construction, Inc.

(Vendor) for Bid #PNC2119543R1 - Request for Qualifications (Project).

1. Affirm that your company will comply with the County's non-discrimination policy by providing a non-discrimination Statement and;
2. Acknowledge the CBE percentage goal established on the project and;
3. Agree to engage in good faith effort solicitation of approved Broward County Small Business Development Program firms to achieve the project goals as indicated in the solicitation.



Authorized Agent of Vendor

Brian Fay Vice President

Printed Name & Title

954-706-7816

Telephone Number

Date: 11/13/19

Summary Sheet – Vendor's Submittal

Solicitation Name: PNC2119543R1, Job Order Contract

Vendor should complete below form and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

Firm Name: Florida Palm Construction, Inc.

In accordance with RFQ No. PNC2119543R1, Job Order Contract, Broward County is seeking to shortlist qualified contractors for a Job Order Contract Program. A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the County.

This is Step One of a Two-Step procurement. In Step One, the County will qualify (shortlist) contractors by group. In Step Two, the County will issue bids to shortlisted contractors; recommended contractors for award will be based on low responsive, responsible bids by group, up to the recommended number of contracts by group. The County anticipates awarding separate contracts for Public Works, Aviation, and Port Everglades Departments.

Refer to solicitation for additional detail by group and any requirements.

Check below what areas your firm is submitting qualifications for Step One: (Vendor may select more than one based on submitted experience and certifications).

Aviation:

SBE CBE CBE Reserve Goals

Port Everglades:

SBE CBE CBE Reserve Goals

Public Works:

SBE CBE CBE Reserve Goals

Note – the Office of Economic and Small Business Development will verify certification status for SBE and CBE contracts (for responsibility requirements).

Supplier: **Florida Palm Construction, Inc.**

Standard Instructions to Vendors Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the [Purchasing Division website](#) or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of

a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal

in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.
- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a

submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. **Affiliated Entities of the Principal(s)**

- a. All Vendors are required to disclose the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor’s principals in its review and determination of responsibility.

5. **Insurance Requirements**

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. **Additional Information and Certifications**

The following forms and supporting information (if applicable) should be returned with Vendor’s submittal. If not provided with submittal, the Vendor must submit within three business days of County’s request. Failure to timely submit may affect Vendor’s evaluation.

1. **Vendor Questionnaire**

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. **Standard Certifications**

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. **Subcontractors/Subconsultants/Suppliers Requirement**

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.
5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Maximum Number of Points for Price}} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:

- i. Rank shortlisted firms; or
- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under [Committee Appointment](#).

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a

final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's [website](#) is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable.
2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of a Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.

9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

Supplier: Florida Palm Construction, Inc.

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:**Florida Palm Construction, Inc.**
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):**472259113**
4. Dun and Bradstreet No.:**6900 SW 21st Court Suite 16**
5. Website address (if applicable): **www.floridapalmconstruction.com**
6. Principal place of business address: **6900 SW 21st Court Suite 16
Davie, FL 33317**
7. Office location responsible for this project: **6900 SW 21st Court, Suite 16
Davie, FL 33317**
8. Telephone no.:**9547067816** Fax no.:
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation):**S Corp**
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County Filed In)
 - Other - Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name): **P14000092119**
11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **Ileana Lucos Fay**
 - b) **Brian Fay**
 - c)
 - d)
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Ileana Lucos Fay**

Title: **President**

E-mail: **ileana@floridapalmconstruction.com**

Telephone No.: **9546759893**

Name: **Brian Fay**

Title: **Vice President**

E-mail: **brian@floridapalmconstruction.com**

Telephone No.: **8139928803**

- 13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
- 14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No
- 15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
- 16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
- 17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
- 18. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
- 19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
- 20. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
- 21. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
Living Wage had an effect on the pricing. Yes No
 N/A
If yes, Living Wage increased the pricing by% or decreased the pricing by%.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning

upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.

- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward

County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

Brian Fay	Vice President	10/30/19
<hr/>	<hr/>	<hr/>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: **Florida Palm Construction, Inc.**

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

Supplier: Florida Palm Construction, Inc.

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Brian Fay Date: 10/30/19

Title: Vice President

Vendor Name: Florida Palm Construction, Inc.

Supplier: Florida Palm Construction, Inc.

Office of Economic and Small Business Requirements: Small Business Enterprises

- A. In accordance with the Broward County Business Opportunity Act of 2012, codified in Section 1-81 of the Broward County Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for Small Business Enterprises (SBE).
- B. Only Vendors that are currently certified as SBEs or obtain SBE certification prior to the solicitation due date will be eligible for award of this contract award. Vendors are SBE-certified to provide goods and/or services to the County based on the Vendors' demonstration to the Office of Economic and Small Business Development (OESBD) that they provide such goods and/or services during the normal course of their respective businesses. Brokers are not eligible for certification.
- C. An SBE-certified Vendor must provide a commercially useful function for a project. A SBE-certified Vendor that seeks to act as a broker or does not provide a commercially useful function on a project shall be subject to decertification by OESBD.
- D. It is the Vendor's responsibility to ensure it is compliant with the Business Opportunity Act related requirements and solicitation deadlines by contacting OESBD to verify the Vendor's current SBE status or to obtain the applicable SBE certification.
- E. For detailed information regarding SBEs or to find the application for certification, contact OESBD at (954) 357-6400 or visit the website at: www.broward.org/EconDev/SmallBusiness.

Supplier: Florida Palm Construction, Inc.

Office of Economic and Small Business Requirements: CBE Reserve

- A. In accordance with the Broward County Business Opportunity Act of 2012, Section 1-81, Code of Ordinances, as amended (the "Business Opportunity Act"), this solicitation is reserved for County Business Enterprise (CBE) firms (CBE Reserve).
- B. CBEs and nonCBEs may respond to the solicitation.
- C. The low, responsive and responsible, or the highest-ranked, responsive and responsible CBE, with capacity to perform, will be recommended for award, consistent with all applicable terms and conditions of Broward County's Procurement Code and subject to entering into an agreement acceptable to the County, as applicable. If no CBE is determined responsive and responsible, a non-CBE may be awarded the contract, with the establishment of at least a twenty-five percent (25%) CBE participation goal (unless the CBE goal is waived or otherwise modified by Board action), or the County may reject all responses submitted.
- D. It is the Vendor's responsibility to ensure compliance with the CBE requirements and adhere to solicitation deadlines. The Vendor must contact OESBD to verify current CBE status or to obtain CBE certification.
- E. The Work may only be performed by CBEs. The Vendor must perform one hundred percent (100%) of the Work as the prime Vendor or the prime Vendor may subcontract portions of Work to other CBEs. If the prime Vendor intends subcontract any portion of the Work, the Vendor must complete a Letter of Intent (refer to Section F below).
- F. CBE Program Requirements: Vendor should submit all required forms and information with its solicitation submittal as matter of responsibility. If the required forms and information are not provided with the Vendor's solicitation submittal, then Vendor must supply the required forms and information no later than three (3) business days after request by OESBD. Vendor may be deemed non-responsible for failure to fully comply with this solicitation and CBE Program Requirements within these stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier (LOI)** for each CBE the Vendor intends to use to achieve the assigned reserve or CBE participation goal. If the Vendor is a CBE performing 100% of the work, an LOI should be submitted stating that 100% of the work will be completed by the CBE.
- The form is available at the following link:
<http://www.broward.org/EconDev/Documents/CBELetterOfIntent.pdf>
2. If Vendor is unable to attain the CBE participation goal or reserve, Vendor should include in its solicitation submittal an **Application for Evaluation of Good Faith Efforts** and all of the required supporting information.
- The form is available at the following link:
<http://www.broward.org/EconDev/WhatWeDo/Documents/GoodFaithEffortEval.pdf>
- G. A certified firm must provide a commercially useful function for the Project and may not act as a broker. A certified firm that seeks to act as a broker, or that does not provide a commercially useful function for the Project shall be subject to decertification by OESBD.
- H. Vendors are encouraged to purchase materials from certified CBE firms whenever possible.

- I. A joint venture is only eligible for award if all members of the joint venture are certified CBE firms.
- J. OESBD maintains an online directory of CBE firms. The online directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.
- K. For detailed information regarding the CBE Program contact the OESBD at (954) 357-6400 or visit the office's website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. If awarded the contract, Vendor agrees to and shall comply with all applicable requirements of this solicitation, the Business Opportunity Act, and the CBE Program in the award and administration of the contract, including the following:
 - 1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 - 2. All entities that seek to conduct business with the County, including Vendor or any Prime Contractors, Subcontractors, and Bidders, shall conduct such business activities in a fair and reasonable manner, free from fraud, coercion, collusion, intimidation, or bad faith. Failure to do so may result in the cancellation of this solicitation, cessation of contract negotiations, revocation of CBE certification, and suspension or debarment from future contracts.
 - 3. If Vendor fails to meet or make Good Faith Efforts (as defined in the Business Opportunity Act) to meet the CBE participation commitment (the "Commitment"), including CBE reserve, then Vendor shall pay the County liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Vendor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount, excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances.
 - 4. Vendor shall comply with all applicable requirements of the Business Opportunity Act in the award of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of the contract, which shall permit the County to terminate this contract or to exercise any other remedy provided under this contract, the Broward County Code of Ordinances, the Broward County Administrative Code, or other applicable laws, with all such remedies being cumulative.
 - 5. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from the County, for all completed subcontracted work and supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from the County.
 - 6. Vendor understands that the County will monitor Vendor's compliance with the CBE Program requirements. All Vendors must provide OESBD with a Monthly Utilization Report (MUR) to confirm its compliance with the Commitment agreed to in the contract; timely submission of the MUR every month throughout the term of the contract, including amendment and extension terms, is a condition of the County's payment of Vendor under the contract.

This form is also available online at:

www.broward.org/econdev/SmallBusiness/Pages/compliance.aspx

Supplier: Florida Palm Construction, Inc.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
 Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No <input type="checkbox"/>
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: Email: brian@floridapalmconstruction.com Telephone Number:

Vendor Name: Florida Palm Construction, Inc.

Supplier: Florida Palm Construction, Inc.

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Brian Fay**

Title: **Vice President**

Vendor Name: **Florida Palm Construction, Inc.**

Date: **10/30/2019**

Supplier: Florida Palm Construction, Inc.

**DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND
TIEBREAKER)**

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

Brian Fay	Vice President	Florida Palm Construction, Inc.	10/31/19
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: Florida Palm Construction, Inc.

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change

Vendor Name: Florida Palm Construction, Inc.

Supplier: Florida Palm Construction, Inc.

RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" as indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved

interim contracts for the services provided under this contract; and

- 6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name: **Florida Palm Construction, Inc.**

Vendor's address listed in its submittal is:

**6900 SW 21st Court Suite 16
Davie, FL 33317**

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

Brian Fay	Vice President	Florida Palm Construction, Inc.	10/31/19
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: Florida Palm Construction, Inc.

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the Tie Break Criteria, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
 - a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. at a business address physically located within Broward County;
 - d. in an area zoned for such business;
 - e. provides services from this location on a day-to-day basis, and
 - f. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, a local business meeting the below requirements is eligible for Local Preference. To qualify for the Local Preference, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward and:
 - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the Broward County limits in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable): The Vendor is not a local Vendor in Broward County.

Brian Fay	Vice President	Florida Palm Construction, Inc.	10/31/19
AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

Supplier: Florida Palm Construction, Inc.

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Work will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	N/A					
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Work will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand
Total

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name: Florida Palm Construction

Brian Fay
Authorized Signature/Name

Vice President
Title

11/7/19
Date

Supplier: Florida Palm Construction, Inc.

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name: **Florida Palm Construction, Inc.**

Company Vehicle: Yes or No

If Common Carrier (indicate carrier): **AmGUARD Insurance Company**

Other: **brian@floridapalmconstruction.com**

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
 - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
 - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Supplier: **Florida Palm Construction, Inc.**

Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and

10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

Florida Palm Construction, Inc. (Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

Brian Fay

AUTHORIZED SIGNATURE/NAME

Vice President

TITLE

11/8/19

DATE