



Procurement Division
400 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Phone: (561) 822-2100
Fax: (561) 822-1564
June 24, 2011

"The Capital City of the Palm Beaches"

Request for Quotation
RFQ 10-11-Q033

Paver Cleaning and Adsil Sealant Application

The City of West Palm Beach and its entities is requesting quotations from qualified and responsible contractors to provide paver cleaning and sealants in the City of West Palm Beach on the area specified on the attached map. The contractor will be responsible for all labor, equipment, materials, and permits as required to complete scope of work. For additional information or to request a visit, please contact Darlene Snowball, at (561) 822-2100.

Scope of Work

Thoroughly clean and then seal all waterfront pavers with the proprietary product, Adsil (no other sealant will be acceptable) in the City Commons and Waterfront Promenade area. Paver square feet listed below are estimates only and each proposer is responsible for completing work based on actual square footage (SF).

- 1) Pavilion Terrace: 9,498 SF
- 2) Balance of paver area west of Flagler: 49,767 SF
- 3) East of Flagler (Catalfumo contract area including 2 overlook areas): 29,693 SF
- 4) Waterfront Promenade along seawall from the Crosswalk at Fern to South Cove Overlook area (Pre-existing or ManCon contract area -- Station 82+00 to 90+60): 12,300 SF

Materials: (Brand Name Only)

Paver Type

Hanson Paver Inc. / Shell Pavers
Colors: sandstone, coral and grey

About Adsil

MicroGuard® AD703 Concrete Clear Gloss Treatment is an ideal 'Wet Look Sealer' for use as an impregnator on decorative brick pavers or exterior concrete surfaces, such as sidewalks, driveways, patios, pool decks; anywhere mitigating mold growth or minimizing organic staining is important. When used as an impregnating sealer, a beautiful and subtle satin sheen is achieved and colors within the substrate are dramatically enhanced. (See spec sheet attached).

Primary benefits include:

Outstanding abrasion resistance (ASTM D-4060); Will not support mold growth (ASTM G21); Improved foot traction (ASTM D-2047); Minimizes 'dusting' & 'spalling' of surface; Extreme solvent & chemical resistance; Excellent stain resistance properties; Easier to clean & maintain surfaces.

Project Site:

Pavers in the City Commons and Waterfront Promenade are situated on the publicly owned property between Banyan Street on the north and the Royal Park Bridge on the south, west to Narcissus Avenue between North and South Clematis Streets (the City Commons) and east to the seawall. Pavers are also along the seawall from South Clematis Street south to the Royal Park Bridge at Okeechobee Blvd. between the seawall and the easternmost curb of Flagler Drive. See site plan below.



Pale pink indicates paver material. Pavers continue south along the Promenade to the Royal Park Bridge at Okeechobee Blvd.

Submittal of Quotation:

Quotations shall be provided on this Request for Quotation and must be received in the Procurement Division on or before **4:00 p.m. EST on Thursday, June 30, 2011**. Please fax quotation to 561-822-1564, or email to the above address. **For questions concerning the site, please contact Darlene Snowball, Purchasing Agent at 561-822-2100.**

Quotation must be received by 4:00 PM EST on Thursday, June 30, 2011.

I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same materials, supplies, or equipment and, in all respects, is fair and without collusion or fraud. I understand the collusive bidding is a violation of State and Federal law. I certify that I am authorized to sign this quote and that I have no pending judgments, liens, or outstanding payments or invoices over 60 days old to contractors or suppliers.

If you are a certified Small Business with Palm Beach County OR the City of West Palm Beach, please attach a copy of your certification letter.

1. Additional Terms and Conditions:

Upon receipt of a Notice of Intent to Award the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, (if warranted) and a Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

2. Insurance Requirements:

The awarded Proposer(s) shall obtain and maintain in force at all times during the term of the Agreement derived from this RFP, insurance coverage pertaining to Professional Liability, Property Damage and Workers Compensation in the following types and amounts:

- A. **LIABILITY INSURANCE:** Firm to supply the City of West Palm Beach and the City with certificates of insurance evidencing liability coverage as follows:
 - 1. Professional Liability – Minimum \$1,000,000.00 limit.
 - 2. Commercial General Liability - \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 - 3. Automobile Liability – Minimum \$1,000,000.00 limit.

The City of West Palm Beach and the City are to be named as "Additional Insured" with respect to General Liability.

- B. **WORKER'S COMPENSATION INSURANCE:** The firm shall furnish the City with certificates showing that all its employees connected with the management operations are protected under workers compensation insurance with statutory limits including employers' liability coverage.

During the life of the Agreement, the successful proposers shall procure and maintain all insurance listed above. Proof of insurance is required before the Agreement is signed. It shall be the responsibility of the successful proposers to ensure that all subcontractors comply with all of the insurance requirements.

3. LOBBYING PROHIBITED

As to any matter relating to this request for quotation, respondent or anyone representing a respondent are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this request for quotation. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subfirm or consultant of the team. All oral or written inquiries are to be directed to the Procurement Division. Any violation of this condition may result in rejection and/or disqualification of the respondent.

The "No Lobbying Condition" is in effect from the date of issuance and shall terminate at the time the City signs final award contract(s) for the request for quotation, rejects all quotations, or otherwise takes action which ends the solicitation process.

4. SUBMITTAL INFORMATION

Quotes shall be submitted to the Procurement Division at the time and date specified. Respondents are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Procurement Division. All quotations must be submitted on the provided "Price Schedule Form."

All RFQ's must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. SIGNATURES ARE REQUIRED WHERE INDICATED; FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF QUOTE.

Respondents shall not be allowed to modify their quotes after the opening time and date. Quote files may be examined during normal working hours, after quote opening, by appointment only.

Time is of the essence and any RFQ received after **4:00 p.m., Thursday, June 30, 2011**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division.

5. CLARIFICATION/INTERPRETATION AND ADDENDA

No interpretation or changes to the meaning of the request for quotation will be made to any respondent orally, except by written addendum. All questions regarding this request for quotation should be submitted in writing to:

City of West Palm Beach, Procurement Division
401 Clematis Street, 5th Floor, West Palm Beach, FL 33401
Fax: (561) 822-1564
Email: dsnowball@wpb.org

All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the request for quotation and shall modify and become part of the request for quotation document.

6. FEDERAL AND STATE TAX

The City is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful respondent. Vendors or firms doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Firm be authorized to use the City's tax exemption number in securing such materials.

7. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.

- a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded firm/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Request for Quotation.
- c. The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.
- d. This Request for Quotation shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, quotation document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

8. EEO STATEMENT

Equal Opportunity: The City believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

9. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All respondents must disclose with their quotation the name of any officer, director, or agent who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the respondent's firm or any of its branches.

10. NON-COLLUSION

Respondent certifies that their quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after delivery of material or provision of service. Any such violation may result in award cancellation, return of materials, and discontinuation of services, removal from vendor list, and/or disbarment or suspension from doing business with the City.

11. SELECTION OF RESPONDENT WITH WHOM TO CONTRACT

The selection of a respondent with whom to contract for a procurement solicitation shall be based on the best value to the City as provided in Section 66-71 of the City Code of Ordinances.

12. ACCEPTANCE/REJECTION OF QUOTATIONS - AWARD

The City reserves the right to accept or to reject any or all quotations and make the award to that respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the quotation of any respondent who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of respondents in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, reissue the solicitation. Nothing herein will prevent the City from making multiple awards.

The City reserves the right to require respondents to submit evidence of qualifications or any other information the City may deem necessary.

13. PROTEST PROCEDURE

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

14. QUOTE FORMS

All quotations must be submitted on the City's Price Schedule Form provided. Quotations submitted on respondent's quotation forms shall not be accepted.

15. RESPONDENTS RESPONSIBILITY

Each respondent is required, before submitting their quotation, to carefully examine the request for quotation specification and to completely familiarize themselves with all the terms and conditions that are contained within this quotation. Ignorance on the part of the respondent will

in no way relieve them of any of the obligation will be interpreted according to the laws of Florida.

16. RESPONDENTS PRICING

Respondent warrants by virtue of quoting that price shall remain firm for a period of ninety (90) days from the date of solicitation opening. **Quotations having erasures or corrections must be initialed in ink by the respondent.** Respondents may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost. Respondents should reflect any discounts to be considered in the unit prices quoted.

17. PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this request for quotations.

18. INVOICE & PAYMENT DOCUMENTATION

The City will make payment after services have been performed and commodities received, accepted and properly invoiced. Invoices must bear the purchase order number.

The invoice shall contain at a minimum the City's purchase order number, product and/or service description, unit price, quantity, location of work, name of City employee who authorized work.

Invoices shall be submitted to City of West Palm Beach, Accounts Payable, PO Box 3366, West Palm Beach, FL 33402.

19. FLORIDA PROMPT PAYMENT ACT

1. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a firm, vendor or other invoicing party shall consist of at least all of the following:

- a.** a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b.** the amount due, applicable discount(s), and the terms thereof;
- c.** the full name of the vendor, firm or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d.** the Purchase Order or Contract number as supplied by the City; and
- e.** an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of West Palm Beach, 401 Clematis Street, P.O. Box 3366, West Palm Beach, Florida, 33402.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, firm or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

2. Dispute Resolution

In the event a dispute occurs between a firm, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Purchasing and Materials Management Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

20. BANKRUPTCY/INSOLVENCY

At the time of submittal of quotation, respondent shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

21. INDEMNIFICATION

Respondent agrees to protect, defend reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Firm's performance under this Agreement, Respondent's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Firm an any breach of the terms of this Agreement; provided however, the Respondent shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Respondent can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Respondent's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Respondent; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any

claims or amounts arising or recovered under the firm under this contract; as is considered necessary by the City, may be retained for the use of the City, or in case no money is due, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the City.

22. INDEPENDENT FIRM RELATIONSHIP

The successful respondent(s) is and shall be, in the performance of all work, services and activities under the contract, and independent firm and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the respondent's sole direction, supervision and control.

23. PROCUREMENT OFFICIAL AS REFEREE

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

24. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the respondent to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscribers, publications, or other sources not connected with the City and the respondent should not rely on such sources for information regarding any solicitation made by the City.

STATE OF _____ }
 } SS:
 COUNTY OF _____ }

I am an officer of the Proposer firm, named below, submitting its qualifications under an RFQ and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subfirms that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. The following Officer, director or agent of Proposer is also an employee of the City of West Palm Beach: _____ (if none, write "None").
4. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Proposer firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
5. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
6. Proposer has not filed for bankruptcy in the past five (5) years.
7. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
8. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to quotation or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
9. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
10. I hereby depose and say that no portion of the sum to be paid in connection with the services under this RFQ will be paid to any employee of the City of West Palm Beach as a commission, kickback, reward or gift, directly or indirectly by me or any member of Proposer firm or by an officer of the corporation.

11. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

12. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above statements are true.

Proposer Firm: _____

Officer's Name: _____ Title:

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____,

2011

by _____ (name) as

_____ (title) of

_____ (Proposer firm), and who is personally

known to me or produced

as identification. _____

Notary Public

Notary Stamp: Print Name: _____

My commission expires: _____

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.

CERTIFICATION REGARDING LOBBYING

The undersigned Respondent certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Respondent, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

The Proposer certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subfirm, material supplier, or Proposer who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or nolo contendere to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondents Signature

Print Name

Date

AFFIDAVIT OF NON-COLLUSION AND PUBLIC ENTITY CRIME

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____ the (Title) (Name of Company) Consultant firm that has submitted a proposal in response to the above-referenced RFQ;
2. Such proposal is genuine and is not collusive or sham;
3. Neither the Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other respondent, firm or person to submit a collusive or sham proposal in connection with the contract for which the referenced RFQ has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, consultant, firm or person to fix the price or prices in the our proposal or of any other proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and
4. The following Officer, director or agent of Respondent is also an employee of the City of West Palm Beach: _____ (if none, write "None").
5. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Respondent firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
6. Neither the Consultant nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Consultant firm, or any affiliate or subsidiary of the firm has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any quotation or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Consultant's proposal.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Non-Collusion and Public Entity Crime was acknowledged before me this _____(*Date*)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as

identification

and who did /(did not) take an oath.

Notary Public (print & sign name)

Commission No. _____

LIST of REFERENCES

(This is for like or a similar work as listed in the scope of work above)

(1) Name of Company: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

(2) Name of Company: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

(3) Name of Company: _____

Address: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____

(4) Name of Company: _____

Address: _____

Contact: _____ Email _____

Phone: _____ Fax: _____

Project Name: _____ Award Amount: \$ _____