21-15R - Public Art Administrator Services

Opening Date: March 17, 2021 3:00 PM

Closing Date: April 5, 2021 3:00 PM

Vendor Details

Company Name:	Gadson & Ravtiz, LLC
	8834 NW 75th Court
Address:	Tamarac, Florida 33321
Contact:	George/Beth Gadson/Ravitz
Email:	gadsonravitz@gmail.com
Phone:	954-822-5425
HST#:	263377990

Submission Details

Created On:	Saturday March 20, 2021 11:08:22
Submitted On:	Monday April 05, 2021 10:54:02
Submitted By:	George/Beth Gadson/Ravitz
Email:	gadsonravitz@gmail.com
Transaction #:	b386bcd5-4954-407b-a1bd-42d8fa0b808c
Submitter's IP Address:	108.206.107.91

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

All funds are to be submitted in USD currency.

Cost Proposal Form

Line Item	Lump Sum Two (2) Year Cost (Not to Exceed price based on hourly rates and estimated number of hours per month): *		Estimated Number of Hours Per Month *	Estimated Reimbursable Expenses per month *	
1	\$100,000.0000	\$50.0000	83.33	\$50.0000	*

Bid Questions

Is your firm a Local Broward Certified Small Business Vendor? If so upload proof under Document Upload Is your firm a Local Tamarac Vendor? If so upload proof under Document Upload No

Specifications

Scrutinized Companies

I certify that my company will not:

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

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

1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

I Hereby Acknowledge the Scrutinized Companies -- 287.135 and 215.473 Information Below and Will Abide by Everything Outlined in this Section *

O No

By execution of this Agreement, Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has the Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract rem, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error. If the Contractor does not demonstrate that the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

VENDOR DRUG-FREE WORKPLACE

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

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

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- 1. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
- 4. Impose a section 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.
- 5. 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 form complies fully with the above requirements.

I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section *	
© Yes	*
C No	

PROPOSER'S QUALIFICATION STATEMENT - 1

	Proposor ls:	The Address of the Principal Place of Business Is: *	Under what former name(s) has your business operated? Also List former address(es) of that business (if any). *	suspended from doing business with any	Certified? If Yes, attach copy of Certification	Licensed? If Yes, attach copy of		lf Yes, explain: *	Are you a Sales Representati ve of the commodities /services bid upon? *	order from the City of
1	Gadson & Ravitz LLC	7860 West Commercial Boulevard Lauderhill, Fl 33351	8834 NW 75th Court Tamarac, Fl 33321 1831 Highland Place Coral Springs, Florida 33071	No	⊂ Yes € No	ି Yes ଜ No	ି Yes ଜ No	NA	None of the Above	© Yes ℃ No

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 2

Line Item	Date of Incorporation:	Presidents		· · · · · · · · · · · · · · · · · · ·	Treasurer's name	Name and address of Resident Agent:	If Offeror is an individual or a partnership - c) State whether general or limited partnership:	under a fictitious name, submit evidence of compliance with the Elorida	How many years has your organization been in business under its present business name	
1	9/2/2008	George Gadson Beth Ravitz	NA	NA		8834 NW 7th Court Tamarac, Fl 33321	LLC	NA	13	*

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 3

Line Item	are the subject of this RFP. Please attach	inspected the site of the proposed work?	complete set of documents,	the Pre- Proposal Conference if	complete any work awarded to you? If so, state when, where and	List the pertinent experience of the key individuals of your organization *	will have personal	State the name and address of attorney, if any, for the business of the Offeror: *	individuals who own an interest of more than five percent (5%) of the Offeror's business and indicate the	State the names, addresses and the type of business of all firms that are partially or wholly owned by Offeror:
1	Business Tax Receipts	Yes	C Yes	C Yes	No	With combined	George	NA	George Gadson	George

C No	î No	☞ No	careers of nearly 50	Gadson and Beth Ravitz	Court	Gadson Studios- 100%	
			years, the team of Gadson & Ravitz helped		Tamarac, Florida 33321 Beth Ravitz	Ravitz Studio- 100%	
			obtain public art ordinances,				
			wrote master plans, chaired public art				
			committees and consulted				
			for several cities, as well				
			as created over 50 public art projects.				
			Additionally, the team has				
			created several				
			integrated pieces in collaboration				
			with engineers, architects,				
			landscape architects and municipalities				
			and as part of a Master Plan				
			for Art in Public Places.				
			We have strategically				
			developed lasting				
			partnerships with communities,				
			businesses, developers,				
			local government,				
			influential designers and architectural				
			firms.				
			Our diversity reflects the communities				
			we serve and is expressed				
			in the art consulting provided.				
			We are knowledgeable				
			and have facilitated				
			artworks in public locations				
			including but not limited to				
			suspended ceiling sculptures, wall				
			murals, free standing				
			sculptures, floor designs,				
			911 memorials, Performing Art				
			Center, Veterans'				
			Parks, Library, Aquatic Centers, Fire				
			Stations, hotels, fences,				
			functional seating, floors, (both indoor				
			and outdoor), to name a				
			few.				
			HIGHLIGHTS				
			Art Master Planners				
			• Two Person				

		eam available at all times		
	s F a F C	Both Gadson & Ravitz are practicing public artists as well as public art consultants for major cities		
	a f i F	nnovative approaches to furthering Art n Public Places		
	F	Efficient blanners and collaborators		
	t t s c c c c t t t	Proven ability o work with out not limited to: government staff, commissioners, mayors, public art committees, stakeholders, public artists, he general public, and children		
	a s r F	Comprehensive knowledge and industry specific mastery of the public art process		
	2 + - - - - - - - - - - - - - - - - - -	As working artists, they have experience with both sides of the public art expertise; this enables them to identify any niccups or roadblocks in a public art project.		
		SIGNATURE SKILLS		
	F	Funding Strategies		
	t	Sculpture on he Avenue Programs		
	• F	Mural Programs		
	, F	Allied Artist Programs		
	(, Effective Community Outreach		
	- 	, Make "placema king" a priority		
	.	Artist Outreach		
		nnovative Kick- Off Workshops		

	1
1	• Information Gathering Methodology
	• Ability to ensure every project is "On Time, On Budget, and On Point"
,	GEORGE GADSON, MA www.georgegad sonstudios.com
	sonstudios.com Education: Duke University – 1975 BA University of Valencia, Spain – Spanish Studies -1974 Florida Atlantic University -Non-Profit Management Studies – 2002 University of Massachusetts Amherst – Arts Management – 2006 Brewer Christian College and Graduate School - The Kaleo Institute– Masters of Arts in Education -200 8 Consultancy City of Tamarac – Public Art Consultant- 2016 present City of North Lauderhill, FL: Public Art Consultant-
	Developed Master Plan for over 15 capital improvement projects including: parks, playgrounds,
	municipal buildings, a fire station and aquatic center. Performing Art Center project in progress. 2008-present Broward County Cultural Corridor
	Forject: Evaluated art deficiencies in 3 adjacent cities to determine community needs and feasibility for

Budget, and On Point"
GEORGE GADSON, MA www.georgegad sonstudios.com
Education: Duke University – 1975 BA University of Valencia,
Spain – Spanish Studies -1974 Florida Atlantic University -Non- Profit Management
Studies – 2002 University of Massachusetts Amherst – Arts
Management – 2006 Brewer Christian College and Graduate School - The
Kaleo Institute– Masters of Arts in Christian Education -200 8 Consultancy
City of Tamarac – Public Art Consultant- 2016- present
City of North Lauderdale – Public Art Consultant- 2020 to present
City of Lauderhill, FL: Public Art Consultant- Developed Master Plan for over 15
capital improvement projects including: parks, playgrounds,
municipal buildings, a fire station and aquatic center. Performing Art
Center project in progress. 2008-present Broward County Cultural Corridor Project:
Evaluated art deficiencies in 3 adjacent cities to determine community
needs and feasibility for

visual and performing att programs2009 Liberia Economic and Social Development- Henry Graham Park Design Art Plan – 2008 Dania Beach, FL. – Art and Antique District Design Plan - 2006 Wilton Manor, FL – Jayece Park Design Plan Consultant - 2006 City of Lauderdale Lakes, "Lauder dale Lakes Blueways" Design Plan - 2005 Selected Public Art Commissions Samuel Brown Monument – City of Lauderdale Lakes, FL – 2018 Sankofa Monument – City of Fort Lauderdale Lakes, FL – 2018 Sankofa Monument – City of Fort Lauderdale Lakes, FL – 2016 Dr. Kathleen Cooper Wright – Broward County, Fort Lauderdale, FL – 2016 'Equality", 'Urban League of Broward County, Fort Lauderdale, FL – 2012 ''Common Unity", Urban League of Broward County, Fort Lauderdale, FL – 2012 ''Common Unity", Urban League of Broward County, Fort Lauderdale, FL – 2012 ''Common Unity", Urban League of Broward County, Fort Lauderdale, FL – 2012 ''Yesterday, Community Redevelopment Agency, City of Boynton Beach, FL – 2011 ''Yesterday, Comy Libraries, Lauderdale, FL – 2012 ''Yesterday, Tomorow', Broward County Libraries, Lauderdale Lakes, FL – 2009 Laudertill, FL – "Imaginary Animals",		
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	Renaissance Park – 2008
	"Romancing
	the Stones" - Lauderhill, FL.
	llene
	Lieberman Botanical
	Gardens
	"In Celebration of Children
	and Families",
	Children's Services
	Council., Boynton, FL –
	2007
	"Lift Every Voice", Florida
	Memorial
	University, Miami, FL -
	2006
	"Family Roots",
	Pompano
	Beach, FL - 2005
	"Egreta Thula",
	Tamarac, FL., Tamarac
	Commons Park – 2005
	Pineapple
	Grove ArtWalk-
	Delray Beach,
	FL- 2003:The Cultural
	Loop – Delray
	Beach, FL - 2003
	"The Bridge",
	African American
	Research
	Library and Cultural Ctr.,
	Ft. Lauderdale,
	FL- 2002
	BETH RAVTIZ
	Selected PUBLIC ART
	COMMISSIONS
	AND GRANTS Selected
	Concrete—
	Powder Coated
	Aluminum— Metal
	 Global
	Wellness Center,
	Coconut
	Creek, FL.Metropolitan
	Apartment
	Complex, Wilton Manors,
	FL.
	 Congress Avenue Park,
	Boynton Beach, FL,
	polished
	stainless-steel wall
	 American
	Cancer Society- Relay for Life,
	Tacoma, WA,
	free-standing sculpture
	 Brookland Middle School,
	Washington,
	DC, banners and sidewalk
	way finders,
	 Congress Avenue Park,
	Boynton
	Beach, FL, integrated
	screen panels
	 Volunteer Park,

Plantation, FL, 3 free-standing
park sculptures
 North County
Homeless
Assistance
Center,
Pompano, FL,
functional
sculpture
 Animal Care
Facility, Davie,
Facility, Davie,
FL, design in
progress
 Veterans
Park,
Tamarac, FL,
commemorative
aluminum
sculpturesBroward
Animal Care,
Pompano, FL,
way-finding
entry feature
Selected
Selected
Stained—Fused
-Slumped
Glass
 University of
Central
Clarida
Florida,
Orlando, FL, 2
story glass
panels above
stairs
Renaissance
Community
Senior Center,
Orlando, FL, 8
glass
clerestory
windows
Selected
Terrazzo—
Aggregate—
Granite
 Performing
Art Center,
Lauderhill, FL
,
terrazzo lobby
floor,
 J. Mullin
Community
Pool,
Lauderhill, FL,
Lauderhill, FL,
Lauderhill, FL, lithocrete pool
Lauderhill, FL, lithocrete pool deck floor
Lauderhill, FL, lithocrete pool deck floor • Fire Station
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57,
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL.
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL.
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin
Lauderhill, FL, lithocrete pool deck floor * Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community
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Lauderhill, FL, lithocrete pool deck floor * Fire Station #57, Lauderhill, FL, memorial for 9/11 victims * J. Mullin Community Pool, Lauderhill, FL, lobby floor City Hall,
Lauderhill, FL, lithocrete pool deck floor * Fire Station #57, Lauderhill, FL, memorial for 9/11 victims * J. Mullin Community Pool, Lauderhill, FL, lobby floor * City Hall, Lauderhill, FL,
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Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, terrazzo foyer floor design
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, terrazzo foyer floor design • Sadkin
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, Lauderhill, FL, terrazzo foyer floor design • Sadkin Community
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, terrazzo foyer floor design • Sadkin Community Center,
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, Lauderhill, FL, terrazzo foyer floor design • Sadkin Community
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Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, terrazzo foyer floor design • Sadkin Community Center, Lauderhill, FL, rustic terrazzo
Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, terrazzo foyer floor design • Sadkin Community Center, Lauderhill, FL, rustic terrazzo courtyard
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Lauderhill, FL, lithocrete pool deck floor • Fire Station #57, Lauderhill, FL, memorial for 9/11 victims • J. Mullin Community Pool, Lauderhill, FL, lobby floor • City Hall, Lauderhill, FL, terrazzo foyer floor design • Sadkin Community Center, Lauderhill, FL, rustic terrazzo courtyard Selected Painted Mural
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Community Arts in Education Grant • Best Public Art in Florida at the FAPAP Year in Review • FASLA Award: FL			Grant 2-time	
Arts in Education Grant • Best Public Art in Florida at the FAPAP Year in Review • FASLA Award: FL				
Education Grant • Best Public Art in Florida at the FAPAP Year in Review • FASLA Award: FL			Community	
• Best Public Art in Florida at the FAPAP Year in Review • FASLA Award: FL				
• Best Public Art in Florida at the FAPAP Year in Review • FASLA Award: FL			Education Grant	
Art in Florida at the FAPAP Year in Review • FASLA Award: FL			Best Public	
at the FAPAP Year in Review • FASLA Award: FL			Art in Florida	
Year in Review • FASLA Award: FL			at the FAPAP	
FASLA Award: FL				
Award: FL			• FASLA	
Chapter				
Chapter			Chapter	
			Unapter	

PROPOSER'S QUALIFICATION STATEMENT - CONTINUED 4

Line Item			State the name of the firm preparing the financial statement and date thereof:	Is this financial statement for the identical organization named on page one? *	If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent- subsidiary).	
1	NA	Wells Fargo 120 N. Dixie Highway Lake Worth, Florida 33480 Jean Joseph	Streimer and Flusberg 12/31/2020	€ Yes ⊂ No	NA	*

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Indicate which type of organization *	Company Name *	Address *	Telephone *	City *	State *	ZIP *		Federal Tax ID	Email address for above signer *
	LLC	7860 West Commercial Blvd.	9548225425	Lauderhill	Florida	33351	NA		gadsonravitz@g mail.com

VENDOR OWNERSHIP

Li Ite	Does your firm employ more than 50 persons (including full-time and part- time employees) *	Is your firm a construction firm? *	average annual gross revenue for your firm for	following best describes the gender of your firm's primary owner (at least 51%	following best describes the gender of your firm's primary owner (at least 51%	Which of following best describes the primary owner's veteran status (at least 51% ownership): *	If your firm has been certified as a Small Business (SBE), a Women Owned Business (WBE), a Minority Owned Business (MBE) or a Veteran Owned Business (MBE) or a Veteran Owned Business (VBE), please indicate the agency or agencies that have granted the certification to your firm. (If you choose "other" please indicate the name or names of the certifying agency(ies)): *
1	⊂ Yes	C Yes € No	C No	Equally-owned (Female and Male)	Not Applicable / Prefer Not to Say	Non-Veteran	Not Applicable / Prefer Not to Say

Local, Veteran and CBE Information

		which of following best describes the primary	Is your firm a Certified Business Enterprise (CBE) Certified by Broward County? (*NOTE Proof of Certification must be included in Document Upload Section) *	
1	⊂ Yes ● No	Not Applicable	C Yes ● No	*

Firm's Primary Ownership

Line Item	of your firm's primary	describes the ethnicity of your firm's	holds: (*NOTE Proof of Certification must be	Indicate the agency or agencies that have granted the certification to your	If Other Please Enter Information Here: (If NONE Enter the word "NONE")
1	Equally-owned (Female and Male)	Other (not listed above)	None	Other	NONE

References

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *	
1	City of Tamarac		Maxine Calloway City of Tamarac	954- 357-3542	Maxine.calloway@tamarac.org	*
2	- 5	5581 W. Oakland Park Blvd. Lauderhill, Fl		954-730-3004 954-336-1551	dgiles@lauderhill-fl.gov	*
3		701 SW 71st Avenue North Lauderdale, Fl 33068	Tammy Reed-Holguin	954-597-4737	tholguin@nlauderdale.org	*
4		701 SW 71stAvenue North Lauderdale, Fl 33068	Katherine Randall	954-597-4739	krandall@nlauderdale.org	*
5	Margoles Consulting	1371 NW 113 Terrace Coral Springs, Fl 33071	Kathleen Margoles	954-328-1420	kathiemargoles@bellsouth.net	*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- NON-COLLUSIVE AFFIDAVIT Non Collusive.pdf Tuesday March 30, 2021 23:27:30
 Certified Resolution CERTIFIED RESOLUTION.pdf Tuesday March 30, 2021 22:09:50
- <u>W9</u> W9.pdf Friday April 02, 2021 09:09:20
- <u>Certificate of Insurance (COI)</u> Tamarac Certificate of Insurance.pdf Thursday April 01, 2021 09:48:44
 Proof that Proposer is a Local Broward Certified Small Business Vendor (optional)

- Proof that Proposer is a Local Tamarac Vendor (optional)
 Proposal Information Requested GADSON & RAVITZ, LLC 12-31-2020 FS.PDF Friday April 02, 2021 12:50:26

STANDARD TERMS AND CONDITIONS

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

When specific weighted criteria are included in the City's proposal document, the weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use a best value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations provided by the short-listed firms. When there is an absence of weighted criteria, the Evaluation Committee will utilize a best value ranking process.

When specific weighted criteria are included in the City's proposal document, the weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use a best value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations provided by the short-listed firms. When there is an absence of weighted criteria, the Evaluation Committee will utilize a best value ranking process.

1. STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions, shall have precedence over these Standard Terms and Conditions. If no changes or deletions to the Standard Terms and Conditions are made in the Special Conditions, then the Standard Terms and Conditions shall prevail in their entirety.

2. INSURANCE

2.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

2.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement.

2.3 Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.

2.4 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.

2.5 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Insurance Requirements	Limit	s
Line of Business Coverage	Occurrence	Aggregate
Commercial General Liability Including:		
<u>Premises / Operations</u> Contractual Liability		
Personal & Advertising injury Bodily Injury	\$1,000,000	\$1,000,000
Independent Contractors Explosion, Collapse and Underground Hazard		
Products / Completed Operation Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		

Limits: \$1,000,000 Per Occurrence/ Aggregate
Workers Compensation & Employer's Liability

Statutory

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Statutory
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The City reserves the right to require higher limits or additional coverages depending upon the Statement of Work under this Agreement.

2.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

2.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

2.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

2.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.

2.10 If the Offeror is required to provide professional services under this Agreement, the evidence of Professional Liability insurance coverage with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate must be provided. "Claims-Made" forms are acceptable only for Professional Liability.

2.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

3. INDEMNIFICATION

3.1 <u>GENERAL INDEMNIFICATION:</u> Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or

b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or

c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor

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

3.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

3.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

3.5 Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INDEPENDENT CONTRACTOR

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

5. TERM / SCHEDULE

5.1 **Contract Term:** The City may require a final term Agreement which shall be in place for a specified timeframe, and may additionally provide for one or more renewal options. Such information shall be provided in the Statement of Work herein. When the City utilizes a term Agreement, the successful contractor will be responsible to successfully perform in accordance with the requirements of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed three (3) months, or until a new contract is put in place, whichever period is shorter.

5.2 **Project Schedule**: When submitting a proposal for a single project, which will be accepted upon final completion of work, Proposer shall provide City with an estimated number of days and hours anticipated to complete the project. The City reserves the right to consider the acceptability or unacceptability of the Proposer's schedule based upon the needs of the City for the individual project. The City shall be sole judge of the acceptability of a proposed project schedule.

6. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in

the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

7. WARRANTIES

7.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

7.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

7.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

7.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

8. CONDITIONS OF MATERIAL

8.1 All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

8.2 Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

9. COPYRIGHTS OR PATENT RIGHTS

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

10. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

11. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

13. TAXES

- 13.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.
- 13.2 The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

14. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

15. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

16. TERMINATION OF AGREEMENT

16.1 TERMINATION FOR CAUSE AND DEFAULT

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

16.2 TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the

Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

16.3 FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

17. RECORDS / AUDITS

17.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

17.1.1 Keep and maintain public records required by the City in order to perform the service;

17.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

17.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

17.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

17.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

18. ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

19. EMPLOYEES

19.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

19.2 <u>Unauthorized Immigrants:</u> The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any subcontractors used by the Contractor as well.

20. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

21. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Proposer must certify that the company is not participating in a boycott of Israel. Proposer must also certify that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer must acknowledge the question regarding the certification herein, that is attached to this proposal document.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the successful Contractor (Contractor) of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. E-VERIFY COMPLIANCE

Definitions:

"Agency" or "Public Employer" for purposes of this section shall mean the City of Tamarac, a Municipal Corporation which is a political subdivision of the State of Florida.

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 1. a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor
 acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of
 Tamarac.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontractor must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

23. PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request of Quotation. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Quotation - George Beth Gadson Ravitz, Partners, Gadson & Ravitz, LLC The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		