

**Bid Tabulation Packet  
for  
Solicitation F-4506-16-RD**

**Purchase and Turnkey Installation of a Double Wide  
Trailer**

**Bid Designation: Public**



**City of Hollywood, Florida**

## Bid #F-4506-16-RD - Purchase and Turnkey Installation of a Double Wide Trailer

Creation Date **Feb 22, 2016**

End Date **Apr 21, 2016 3:00:00 PM EDT**

Start Date **Apr 5, 2016 1:04:01 PM EDT**

Awarded Date **Not Yet Awarded**

### F-4506-16-RD--01-01 New Double Wide Trailer

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Advanced Modular Structures, Inc. [Ad]	First Offer - \$108,920.00	1 / each	\$108,920.00	Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Number of Calendar Days A.R.O. Required for Delivery: 45			

### Supplier Totals

<b>Advanced Modular Structures, Inc. [Ad]</b>		<b>\$108,920.00</b>
Bid Contact <b>Patti Willis</b> <b>pwillis@advancedmodular.com</b> <b>Ph 954-960-1550</b> <b>Fax 954-960-0747</b>	Address <b>1911 NW 15th Street</b> <b>Pompano Beach, FL 33069-1601</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>

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## Advanced Modular Structures, Inc.

Bid Contact **Patti Willis**  
**pwillis@advancedmodular.com**  
**Ph 954-960-1550**  
**Fax 954-960-0747**

Address **1911 NW 15th Street**  
**Pompano Beach, FL 33069-1601**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
F-4506-16-RD--01-01	New Double Wide Trailer	Supplier Product Code: Number of Calendar Days A.R.O. Required for Delivery: 45	First Offer - \$108,920.00	1 / each \$108,920.00	Y	Y

Supplier Total **\$108,920.00**

**Advanced Modular Structures, Inc.**

Item: **New Double Wide Trailer**

**Attachments**

AMS Site Visit Acknowledgement.pdf

City of Hollywood Specification and Scope of Work Submittal.pdf

Company Resume and Relative Project Experience Updated 4-21-16.pdf

225 SH Customer spec sheet.pdf

Armstrong VCT.pdf

AS Daybar frame.pdf

BARD 1.5 TON TO 5 TON WALL MT..pdf

Daybars LS Series Doors.htm

EPDM System.pdf

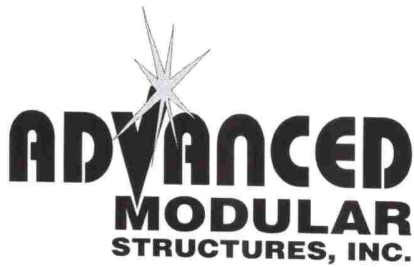
Mohawk\_Comm\_Series\_Stnd\_HolCore\_Veneer.pdf

Redi Frames.pdf

Universal Stair Specifications.pdf

Aluminum Ramp Specifications.pdf

Carpet.pdf



1911 N.W. 15th Street  
Pompano Beach, FL 33069  
CGC057488

Phone: 954-960-1550  
Fax: 954-960-0747  
ECA001954

April 20, 2016

City of Hollywood  
Procurement Services Division  
2600 Hollywood Blvd., Room 303  
Hollywood, FL 33020

RE: Purchase and Turnkey Installation of a Double Wide Trailer – Solicitation #F-4506-16-RD

To Whom it May Concern,

Advanced Modular Structures, Inc. performed a site visit and inspection on April 12, 2016. The person who performed the site visit is Martin Madura.

If you have any questions, please contact me at (954) 960-1550.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patricia Willis', is written over a horizontal line.

Patricia A. Willis  
Treasurer

Visit us at [www.advancedmodular.com](http://www.advancedmodular.com)



1911 N.W. 15th Street  
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Phone: 954-960-1550  
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April 21, 2016

Advanced Modular Structures, Inc. proposes to construct and provide the following **NEW** modular building.

**Building Code:** FBC 2014 edition, 170 MPH Wind Load, Broward County, Business use.

**Building Size:** (1) 24'x 60' (Nominal Size)

**Floor structure:** Outrigger steel frame and 2"x 6" joists @ 16" O.C. with 5/8" Tongue and Groove Plywood Floor Decking

**Floor finish:** 20 Oz. Commercial grade carpet in offices and commercial vinyl composite tile in the balance of the areas with 4" Vinyl Cove Base.

**Exterior walls:** The exterior walls will be constructed with wood studs, sheathing as required, and finished on the outside with stucco embossed concrete board (Hardi Panel)

**Exterior Trim:** Hardi Panel

**Exterior Mansard:** Hardi Panel False Mansard with 1 1/2" Projection

**Windows:** 24"x 54" Vertical Slide Windows and (1) 30"x 27" @ Cabinet Area

**Doors:** 36"x 80" Steel/Steel Impact rated with View Block Exterior doors. Interior Doors to be Hollow Core Prefinished Imperial Oak Doors with Steel Frame.

**Roof:** EPDM Roof

**HVAC:** The system will consist of [2] 3 Ton wall hung air conditioning units with fiber glass supply ducts and ducted return air. Programmable thermostat(s), supply diffusers and return grills are manufacturer's standard.

**Interior walls:** The interior walls will be constructed with wood studs, insulated and finished with vinyl covered gypsum and standard trim package.

—**Ceiling:** Prefinished ceiling finished @ 8' above finished floor.

**Electric:** Diffused Fluorescent lighting, outlets located approximately 12' O.C. on all walls and up to 10 empty J boxes are included. J boxes will be stubbed thru the floor unless otherwise instructed. Customer must mark the J box locations on the shop drawing prior to manufacturing. Dedicated 110 V, 20 Amp outlet for customer supplied refrigerator.

**Plumbing:** Building to be provided with [2] - Single Handicap Bathrooms to consist of [1] - Handicap Commode, [1] - Wall Mount Lavatory, [1] - Mirror, [1] - Toilet Paper Holders. Building to be provided with (2) locker rooms with fixtures as shown on drawing and [1] 80 gallon Light Duty Commercial water heater. [1] Hi-Lo Water Cooler and [1] Recessed ice maker valve box.

**Installation:** The building will be installed on a dry-stack block foundation utilizing above grade pads and hurricane ground anchors to comply with the Florida Building Code. Foundation design assumes 2500 PSF soil bearing capacity. Finished Floor Approximately 36" Above Finished Grade.

**Cabinets:** Up to 10 LF of Base Cabinets with Double Stainless Steel Sink/Gooseneck Faucet and 13 LF of Overhead Cabinets. Up to 35 12"x 18"x 72" ASI Plastic Lockers, or equal will be provided. Layout as shown on floor plan.

**Skirting:** Vinyl skirting with perforated panels for ventilation on all four sides. Colors to be selected from manufacturer's standard color selection.

### **Site Scope of Work:**

#### Electrical

1. Provide and connect two sub-feeds up to 150A each from the customer supplied Main Distribution Panel and sub-breakers located within 10' of the northeast corner of the modular building. All piping to be exposed schedule 80 PVC.

#### Plumbing

1. Manifold the modular building fixtures to a single point and connect to customer supplied sewer line located within 10' of the northeast corner of the modular building.
2. Provide a 1" water line from the modular building to the customer supplied 1" water line located within 10' of the northeast corner of the modular building.

#### Steps/Ramps

1. Provide and install (1) aluminum switchback handicap ramp up to 36' long. Provide and install (1) aluminum step with landing up 35" tall.

#### Permitting

1. We will obtain permits for the modular, site work, plumbing, and electrical. Permit fees/impact fees paid by AMS are to be reimbursed by the City of Hollywood at cost.

### **Options:**

- |   |            |
|---|------------|
| 1) Upgrade to impact windows                                      | \$2,589.00 |
| 2) 120 Gallon Light Duty Commercial water heater ilo of 80 gallon | \$ 825.00  |
| 3) Solid Core Interior Doors ilo of Hollow Core                   | \$ 650.00  |
| 4) FRP in both locker rooms ilo Vinyl Covered Gypsum              | \$2,825.00 |

**Clarifications:**

- Building is new and comes with a 12 mo. manufacturer's warranty.
- Prices quoted are valid for 30 days.
- Please allow 4-6 weeks for delivery after receipt of signed shop drawing and color selections.
- Site work or site preparation is not included. Site to be accessible by truck. Any heavy equipment required to move the building on site will be reimbursed .at cost plus 15% gross profit margin.
- No communication equipment, wiring, terminations, jacks, etc... are included.
- If applicable, Fire rating below the floor or above the ceiling is not included.
- Sealed building drawings, foundation plans and any other drawings required for permitting that is in AMS's scope of work, will be provided for permitting at no additional cost. Shop drawings for customer review will be delivered within 48 hours signed contract. State approved modular building plans will be delivered approximately two weeks after receipt of customer approved shop drawings.
- Building permits, impact fees and any other governmental charges are not included.
- Wind load: 170 MPH
- Due to the short time required to assemble this building, Builder's Risk insurance is not included. The owner should contact his agent and arrange coverage upon delivery. Buildings are typically tied down within four days of arriving on site.
- Advanced Modular is not responsible for unforeseen conditions such as muck or debris buried underground.
- Any item not specifically listed in this proposal is not included.





1911 N.W. 15th Street  
Pompano Beach, FL 33069  
CGC057488

Phone: 954-960-1550  
Fax: 954-960-0747  
ECA001954

## **COMPANY INFORMATION:**

Advanced Modular Structures, Inc.  
dba Advanced Modular Systems  
General Contractor License Number: CGC 057488  
State Electrical Contractor: ECA 001954  
Cage code: 1KC54  
Dunn's number: 602527640

## **Our History:**

Advanced Modular was founded in 1988 by Sidney Dworkin, formerly CEO of Revco Drug Stores. During 1990 Gary Willis became president of the company and has remained so ever since. During 2001 the management team acquired most of the assets of the Advanced Modular from the estate of Sidney Dworkin.

## **Our Specialty:**

Advanced Modular Structures is a locally owned and operated company specializing in prefabricated construction. We perform many economical turn-key modular projects for the government, private businesses, churches and private schools each year.

## **Our Project Team:**

**Gary M. Willis** - President/Secretary

Education:

Bachelor's Degree John Carroll University Cleveland, OH

Experience:

President of Advanced Modular Systems since 1990. Gary has sold and supervised numerous modular building projects. He has also developed several innovations in the modular building industry. Some of his most notable innovations include hinged roofs for elevated ceilings and concrete floors that many thought could not be done. Many of his ideas are designed around making a more durable, attractive and cost effective buildings. Gary frequently visits modular building factories to observe construction and recommended improvements. Gary also has extensive experience as a project manager in the field.

Modular Building projects Completed Include:

- Jesus People Ministries - Modular Church and Administrative Offices  
(Largest modular building in Florida when completed in 1994)
- Academy at Davie - Classrooms
- Temple Kol Ami - Daycare Facility
- Pizza Place - Modular Pizza Restaurants
- Department of State - Modular Offices
- Bahamas Electricity - Modular Building for Export
- Boca Resort - Various buildings including Golf School, Club Storage Rooms and Commercial Offices
- Tropical Shipping - Various Commercial Modular Offices
- Department of Juvenile Justice - Modular Prison Complex (Three separate projects)
- Assisted Living Facility - Two story 72,000 Sq. Ft. Modular Building

**Patricia A. Willis - Treasurer**

**Education:**

Hospitality Management Southeastern Academy Kissimmee, FL

**Experience:**

Advanced Modular Systems: Office Manager and Project Sales. Developed company policy and procedural manual. Completed all accounting tasks including tax returns and financial statements. Designed company brochure and website. Sold modular building projects from \$18,000 to \$1,200,000.

Patti also operated a modular lease fleet for twelve years, thus becoming experienced with long term quality problems. She helped develop a program to build high end “stock” buildings based on maintenance experience. Patti created innovations to increase longevity and reduce ownership costs of modular buildings for lease fleet operations.

**Modular Building Projects Completed Include:**

- Broward County Board of Commissioners - Several Commercial Office Buildings
- Engle Homes - Commercial Office Buildings
- Florida International University - Commercial Office Buildings
- Air Force Special Operations Command - Commercial Office Building
- URS/O’Brien Kreitzberg - 10,000 Sq. Ft. Commercial Modular Building
- Florida International University – 6,000 Sq. Ft. Commercial Modular Building
- Church of the Kingdom of God – 5,000 Sq. Ft. Church Facility
- New Christian Life Church – 8,000 Sq. Ft. Church Facility

**Frank Cardinale - Electrical Contractor/Project Manager**

**Experience:**

Advanced Modular Systems: Licensed Electrician in the State of Florida. Project Manager responsible for managing various projects of varying sizes and types ranging from \$8,000 to \$350,000.

**Project Manager for the following Completed Projects:**

- Broward County Board of County Commissioners
- City of Tamarac
- Boca Resort
- American Heritage
- Boca Christian School
- West Minister Academy
- Tropical Shipping
- Custom Construction

Cardinale Electric: Licensed Electrician in the State of Florida. Owned and operated his own company from 1976 until united with Advanced Modular Systems in 1999.

**Martin Madura - General Contractor/Project Manager**

General Contactor license number: CGC 057488

**Education:**

Red Vector Inc. - General Contracting Continuing education every 2 years and reported to the State of Florida Department of Business and Professional Regulation

**Experience:**

Marty brings more than thirty years of construction experience to the table. He reviews specifications and drawing for code compliance. Marty coordinates all project scheduling, supervises the installation and all of the project site development. During project completion, he promptly resolves any punch out issues. Most importantly he maintains records and files for each project, so that accurate information is available to our customers long after project completion.

Project Manager for the following Completed Projects:

- Jesus People Ministries - Modular Church and Administrative Offices
- Academy at Davie - Classrooms
- Temple Kol Ami - Daycare Facility
- Department of Juvenile Justice - Modular Prison Complex
- Boca Resort - Various Buildings
- Tropical Shipping
- American Heritage Schools - Classrooms
- Miami Fusion - Buildings for Major League Soccer Stadium
- Florida International University - Commercial Office Building
- URS/O'Brien Kreitzberg - 10,000 Sq. Ft. Modular Office Building
- Assisted Living Facility - Two story 72,000 Sq. Ft. Modular Building
- Church of the Kingdom of God – 5,000 Sq. Ft. Church Facility

**CUSTOMER REFERENCES:**

Seminole Indian Casino – Hollywood

Roseann Khowessa or Herb Vasquez

4150 N. State Road 7

Hollywood, FL 33021

Phone: 954-961-3220      Fax: 954-961-8221

Email: roseannkhowessa@semtribe.com or herbert.vasquez@stofgaming.com

Town of Davie Public Works

Bill Peele

7351 SW 30 Street

Davie, FL 33314

Phone 954-327-3743      Fax: 954-327-3752

Email: Bill\_Peele@davie-fl.gov

Berkley Vacation Resorts, Inc.

Mr. Matt Crigler

3015 N. Ocean Blvd., Ste 121

Ft. Lauderdale, FL 33308

Phone: (954) 563-2444      Fax: (954) 566-5011

Email: MattC@TheBerkleyGroupInc.com

Temple Beth Emet  
Rabbi Greenspon  
4807 S. Flamingo Road  
Cooper City, FL 33330  
Phone: (954) 680-1882 Fax: (954) 252-6634  
Email: [rabbi@templebethemet.org](mailto:rabbi@templebethemet.org)

Tropical Shipping  
Tony Zerante  
821 Avenue E  
Riviera Beach, FL 33404  
Phone: (561) 840-2577 Fax: (561) 881-3959  
Email: [TZerante@tropical.com](mailto:TZerante@tropical.com)

ARFA Consultants Inc.  
Carl Arfa, *ASID*  
10280 Spyglass Way  
Boca Raton, FL 33498  
Phone: (561) 487-9960 Fax: (561) 487-9967  
Email: [CA1924@aol.com](mailto:CA1924@aol.com)

Royal Caribbean  
Felicia Lewis-Turner  
1050 Caribbean Way  
Miami, FL 33132  
Phone: (305) 982-2241 Fax: (305) 603-0042  
Email: [Flewis-Turner@rccl.com](mailto:Flewis-Turner@rccl.com)

Miami-Dade County Internal Services Department  
Frank Suarez  
111 NW 1<sup>st</sup> Street, Suite 2410  
Miami, FL 33128-1909  
Phone: (305) 375-1112 Fax: (305) 375-1125  
Email: [fsuarez@miamidade.gov](mailto:fsuarez@miamidade.gov)

**Key Points:**

**Stability-** AMS has same management team since 1990.

**Experience-** AMS completes many turn-key projects including churches, schools, daycares and offices.

**Integrity-** AMS has an excellent reputation for delivering on promises.

**Loyalty-** AMS stays in touch with customers assisting in routine maintenance long after project completion.



PO Box 480  
Monett, MO 65708

Ph: 417-235-7821  
Fax: 417-737-7140

## WinTech 225 Single Hung Spec Sheet

The **WinTech Series 225** is a 2 ¼" aluminum window family of horizontal slider, single hung (vertical slide) and fixed windows designed specifically for modular office applications. A continuous, integral nail fin with factory punched mounting holes simplifies installation and sealing. Both insulated glass and single glazing options are available. Extremely narrow metal side lines maximize the glass day lite opening and sash ventilation.

**Frame Depth:** 2.25"  
**Wall Thickness:** .050"  
**Insulated Glass Thickness:** 5/8"  
**Nail Fin Width:** 1"  
**Fin Setback** ¾"

**Daylight Opening:** Window width -3.3125" X Window Height – 5"/2

**Screen Size:** Window width – 5/8" X Window Height / 2 + 7/16"

**Rough Opening:** Window width + .25" X Window Height + .25"

**Wind Load Structural Performance:** +50/-50 Design Pressure (DP) rating  
Uniform Structural Load per ASTM E 330  
FL# 15029

**Product Performance:** ANSI/AAMA 101/I.S.2/A440-05 SH-LC25

Air Infiltration @ 75Pa (1.57 psf) 0.5 L/s/m<sup>2</sup> (0.11 cfm/ft<sup>2</sup>)  
Water Penetration: 180 Pa (3.76 psf)

**Thermal Performance:** NFRC Certified (NFRC report CDP# WNT-A-6)

Insulated Glass type	U-Factor	SHGC	VLT
Clear/Clear	.638	.69	.70
Clear/Low E*	.49	.24	.41
Bronze/Clear	.65	.55	.52
Bronze/Low E*	.50	.36	.47
Low E*/Low E*	.48	.21	.24

\*Low E results using Guarding 55/27 Low E Glass

# Standard EXCELON®

Imperial® Texture • Imperial Texture Rave® • MultiColor™

## Vinyl Composition Tile (VCT)



COMMERCIAL FLOORING

Market-leading performance, quality and durability in VCT products all from Armstrong, the industry leader in VCT for decades. Composed of 85% North American limestone and manufactured in three US locations, Armstrong® Imperial Texture is a responsible choice. Rave provides bold, eye-catching colors while MultiColor offers three base colors with four accent colors that coordinate with Imperial Texture. All three products are true through-pattern construction.

PRODUCT INFORMATION				
Construction		Vinyl Composition Tile		
Product Line		Imperial Texture, Imperial Texture Rave, MultiColor		
International Product Specifications		ASTM F 1066 Class 2 – Through Pattern, ISO 10595, Type II		
Overall Thickness		1/8 in. (3.2 mm); 3/32 in. (2.4 mm) – Imperial Texture only		
Wear Layer Thickness		1/8 in. (3.2 mm); 3/32 in. (2.4 mm) – Imperial Texture only		
Finish		Fast Start Factory Finish		
Installation		Full Spread Adhesives –S-515 High-Moisture, S-525 High-Moisture, S-700 Thin Spread, S-750 Premium		
Maintenance Options		Polish		
PACKAGING				
Tile Sizes		12 in. x 12 in. (305 mm x 305 mm)		
Tiles Per Carton		45 – 45 sq. ft.		
Shipping Weight		63 lbs. (28.6 kg) per carton		
PERFORMANCE		TEST METHOD	MINIMUM REQUIREMENT	PERFORMANCE VS. REQUIREMENT
ASTM F 1066	Thickness	ASTM F 386	Nominal ± 0.005 in.	Meets
	Size	ASTM F 2055	± 0.016 in. per linear foot	Exceeds
	Squareness	ASTM F 2055	0.010 in. max	Exceeds
	Indentation – One Minute	ASTM F 1914	≥ 0.006 in. to ≤0.015 in.	Meets
	Indentation at 115° F	ASTM F 1914	< 0.032 in.	Exceeds
	Impact	ASTM F 1265	No cracks beyond limit	Exceeds
	Deflection	ASTM F 1304	1.0 in. minimum	Exceeds
	Dimensional Stability	ASTM F 2199	≤ 0.024 in. per linear foot	Exceeds
	Chemical Resistance	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets or Exceeds
	Resistance to Heat	ASTM F 1514	ΔE ≤ 8	Exceeds
Supplementary	Static Load Limit	ASTM F 970	≤ 0.005 in.	125 psi
	Fire Test Data – Flame Spread	ASTM E 648	0.45 watt/cm² or more Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Regional Materials	LEED® MR5.0	Meets Guidelines	Meets
	Recycled Content	LEED MR4.0	Meets Guidelines	Meets
	Certified Low Emitting Product	LEED EQ4.3	Meets Guidelines	Meets
	Certified Low Emitting Adhesive	LEED EQ4.1	Meets Guidelines	Meets
	Indoor Air Quality	FloorScore™	Meets Certification Guidelines	Certified
	Indoor Air Quality	CHPS 01350	Meets Certification Guidelines	Certified
	NSF/ANSI 332	Sustainability Assessment	Meets Certification Guidelines	Gold Level Certified
WARRANTY				
5-Year Commercial Warranty when installed in accordance with Armstrong's Guaranteed Installation Systems manual, F-5061.				
LINKS				
Installation Instructions – <a href="http://www.armstrong.com/pdbupimages/200839.pdf">www.armstrong.com/pdbupimages/200839.pdf</a>				
Maintenance Information – <a href="http://www.armstrong.com/pdbupimages/197969.pdf">www.armstrong.com/pdbupimages/197969.pdf</a>				
View the full line – <a href="http://www.armstrong.com/commflooringna/products/vct">www.armstrong.com/commflooringna/products/vct</a>				
Email Techline – <a href="http://www.armstrong.com/commflooringna/contact_techline.jsp">www.armstrong.com/commflooringna/contact_techline.jsp</a>				

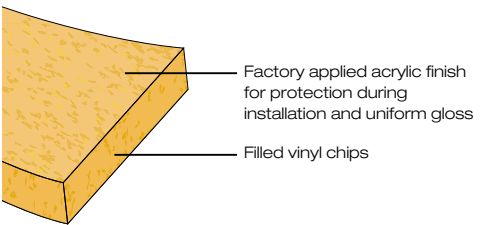
# Standard EXCELRON®

Imperial® Texture • Imperial Texture Rave® • MultiColor™  
Vinyl Composition Tile (VCT)



## Sustainability Facts

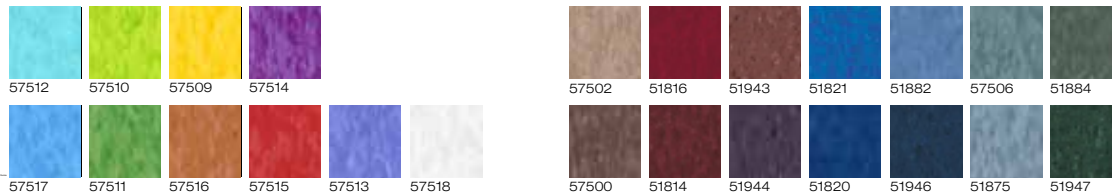
Serving	As Served
Imperial Texture	
Certified to meet LEED® EQ Credit: Low Emitting Interiors	✓
Pre-Consumer Recycled Content	18%
Regional Materials*	Kankakee, IL Southgate, CA Jackson, MS
Adhesives	
Certified to meet LEED® EQ Credit: Low Emitting Interiors	✓
FloorScore™ Certified to CDPH Standard	
Method V1.1-2010	✓
Collaborative for High Performance Schools	
CHPS-IEQ2.2 & LABS-21 IEQ4.3	✓
U.S. Green Building Council Member	✓
Canada Green Building Council Member	✓
NSF/ANSI 332 Gold Level Certified	✓



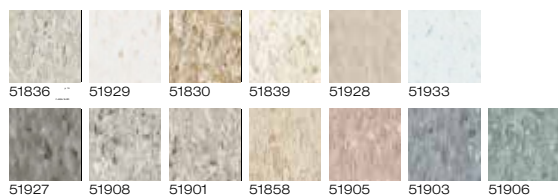
## Imperial Texture



## Imperial Texture Rave



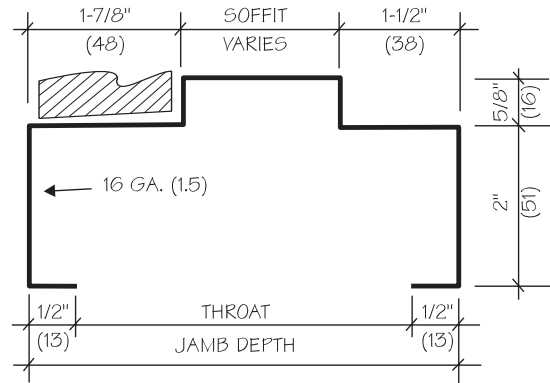
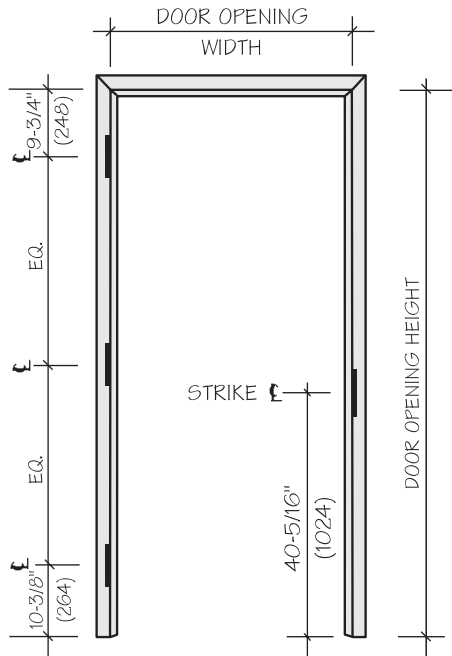
## Imperial Texture Classics



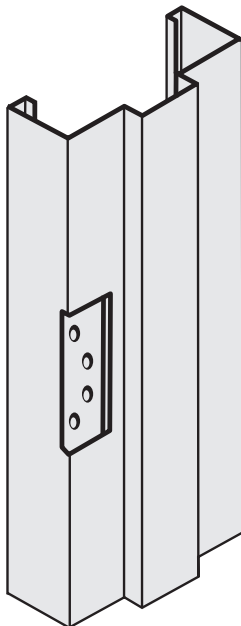
## MultiColor



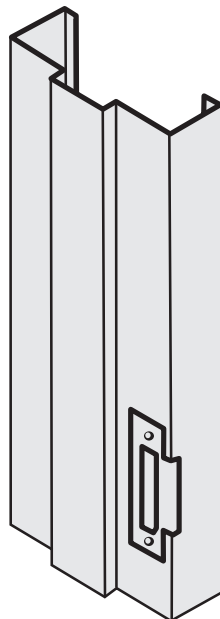
**“AS” SERIES STANDARD & ENGINEERED FRAMES**



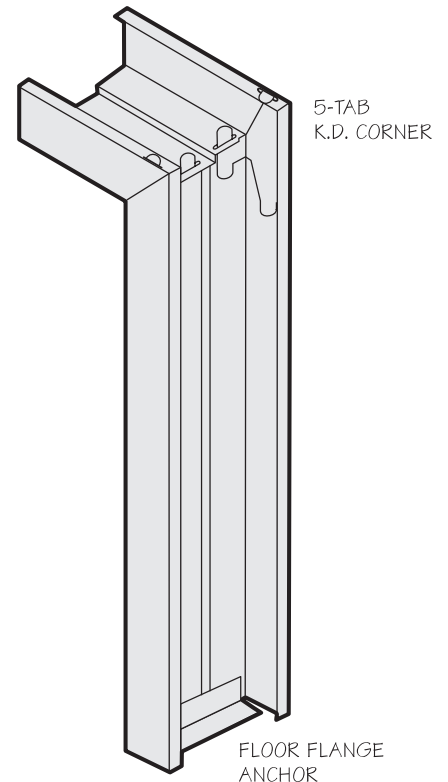
	MODEL	JAMB DEPTH	THROAT	SOFFIT
STD.	AS 4-3/4"	4-3/4" (121)	3-3/4" (95)	1-3/8" (35)
	AS 5-3/4"	5-3/4" (146)	4-3/4" (121)	2-3/8" (60)
	AS 6-3/4"	6-3/4" (172)	5-3/4" (146)	3-3/8" (86)
	AS 8-3/4"	8-3/4" (222)	7-3/4" (196)	5-3/8" (136)
ENG.	MINIMUM	4-1/2" (114)	3-1/2" (89)	1-1/8" (28)
	MAXIMUM	12-1/4" (311)	11-1/4" (286)	8-7/8" (225)



4-1/2" (114) HINGE  
PREPARATION—  
8 GA. (4.3) REINF.  
WITH DUST BOX



4-7/8" (124) STRIKE  
PREPARATION  
[ANSI A115.1]  
14 GA. (2.0) REINF.  
WITH DUST BOX.



PRINTED IN CANADA

**PROJECT:**

**DATE:**

**SH: OF**

☒ LH ☐

**SWING KEY**

☐ RH ☒



# THE WALL-MOUNT™ AIR CONDITIONERS - 9.0 EER, (60HZ)

**Models W17A to W60A**  
**1.5 to 5 Ton (16,400 to 55,000 Btuh)**  
**Right Side Control Panel 60Hz**

**GREEN REFRIGERANT**  
**R-410A**

The Bard Wall-Mount Air Conditioner is a self contained energy efficient system, which is designed to offer maximum indoor comfort at a minimal cost without using valuable indoor floor space or outside ground space. This unit is the ideal product for versatile applications such as: new construction, modular offices, school modernization, telecommunication structures, portable structures or correctional facilities. Factory or field installed accessories are available to meet specific job requirements.

## Engineered Features

### Aluminum Finned Copper Coils:

Grooved tubing and enhanced louvered fin for maximum heat transfer and energy efficiency.

### Twin Blowers:

Move air quietly. Most models feature multispeed blower motors providing airflow adjustment for high and low static operation. Motor overload protection is standard on all models.

### Air Conditioner Compressor:

Scroll Compressors eliminate need for crankcase heater. Standard on 1½ to 5 ton.

### R-410A Refrigerant:

Designed with R-410A (HFC) non-ozone depleting refrigerant in compliance with the Montreal protocol and 2010 EPA requirements.

### Phase Rotation Monitor:

Standard on all 3 phase scroll compressors. Protects against reverse rotation if power supply is not properly connected.

### Galvanized 20 Gauge Zinc Coated Steel Cabinet:

Cleaned, rinsed, sealed and dried before the polyurethane primer is applied. The cabinet is handsomely finished with a baked on textured enamel, which allows it to withstand 1000 hours of salt spray tests per ASTM B117-03.

### Foil Faced Insulation:

Standard on all units.

### Full Length Mounting Brackets:

Built into cabinet for improved appearance and easy installation. NOTE: Bottom mounting bracket included to assist in installation.

### Electrical Components:

Are easily accessible for routine inspection and maintenance through a right side, service panel opening. Features a lockable, hinged access cover to the circuit breaker or toggle disconnect switch.

### Electric Heat Strips:

Features an automatic limit and thermal cut-off safety control. Heater packages can be factory or field installed for all 1½ through 5 ton models.

### Filter Service Door:

Separate service door provides easy access for filter change.

### One Inch, Disposable Air Filters:

Are standard equipment. Optional one inch washable filters available and filter racks permit the addition of 2" pleated filter. Factory or field installed.

### Condenser Fan and Motor

#### Shroud Assembly:

Slides out for easy access.

### Barometric Fresh Air Damper:

Standard on all units. Allows up to 25% outside fresh air. Optional ventilation packages available.

### Built-in Circuit Breakers:

Standard on all electric heat versions of single (230/208 volt) and three phase (230/208 volt) equipment. Toggle disconnects are standard on all electric heat versions of three phase (460 volt) equipment.

### Slope Top:

Standard feature for water run-off.

### Top Rain Flashing:

Standard feature on all models.

### Liquid Line Filter Drier:

Standard on all units. Protects system against moisture.

### Compressor Control Module:

Standard on all units. Built-in off-delay timer adjustable from 30 seconds to 5 minutes. 2-minute on-delay if power interrupt. 120-second bypass for low pressure control, and both soft and manual lockouts for high and low pressure controls. Alarm output for alarm relay.

### High & Low Pressure Switches are Auto-Reset:

Standard on all units. Built-in lockout circuit resets from the room thermostat. Provides commercial quality protection to the compressor.

- Complies with efficiency requirements of ASHRAE/IESNA 90.1-2010.
- Certified to ANSI/ARI Standard 390-2003 for SPVU (Single Package Vertical Units).
- Intertek ETL Listed to Standard for Safety Heating and Cooling Equipment ANSI/UL 1995/CSA 22.2 No. 236-05, Third Edition.
- Commercial Product - Not intended for Residential application.



## Capacity and Efficiency Ratings

MODELS	W17A1 / W18A1	W24A1	W30A1	W36A1	W42A1	W48A1	W60A1
Cooling Capacity BTUH ①	16,400	24,000	29,600	35,400	41,000	47,000	55,000
EER ②	9.20	9.00	9.00	9.00	9.20	9.00	9.00

① Capacity is certified in accordance with ANSI/ARI Standard 390-2003.

② EER = Energy Efficiency Ratio and is certified in accordance with ANSI/ARI Standard 390-2003.

All ratings based on fresh air intake being 100% closed (no outside air introduction).

## Specifications 1-1/2 Ton through 3 Ton

MODELS	W17A1-A W18A1-A	W24A1-A	W24A1-B	W24A1-C	W30A1-A	W30A1-B	W30A1-C	W36A1-A	W36A1-B	W36A1-C
<b>Electrical Rating--60 Hz</b>	230/208 - 1	230/208 - 1	230/208 - 3	460 - 3	230/208 - 1	230/208 - 3	460 - 3	230/208 - 1	230/208 - 3	460 - 3
Operating Voltage Range	197-253	197-253	197-253	414-506	197-253	197-253	414-506	197-253	197-253	414-506
<b>Compressor--Circuit A</b>										
Voltage	230/208	230/208	230/208	460	230/208	230/208	460	230/208	230/208	460
Rated Load Amps	6.5/7.2	11.1/12.4	7.2/8.1	5.0	11.7/13.3	7.5/8.5	5.3	15.9/17.7	11.8/13.1	6.0
Branch Circuit Selection Current	9.0	12.9	8.4	5.2	14.2	9.0	5.7	18	13.3	6.0
Lock Rotor Amps	48/48	64/64	58/58	28	78/78	71/71	38	112/112	88/88	44
Compressor Type	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll
<b>Fan Motor &amp; Condenser</b>										
Fan Motor--HP--RPM	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075	1/5 - 1075
Fan Motor--Amps	1.2	1.2	1.2	1.4	1.5	1.5	1.4	1.5	1.5	1.4
Fan--DIA/CFM	18" - 1600	18" - 1600	18" - 1600	18" - 1600	20" - 2100	20" - 2100	20" - 2100	20" - 1900	20" - 1900	20" - 1900
<b>Blower Motor &amp; Evap.</b>										
Blower Motor--HP-RPM-SPD	1/6-1100-2	1/6-1100-1	1/6-1100-1	1/3-1100-2	1/3-1100-2	1/3-1100-2	1/3-1100-2	1/3-1100-2	1/3-1100-2	1/3-1100-2
Blower Motor--Amps	1.0	1.0	1.0	1.1	2.2	2.2	1.1	2.2	2.2	1.1
CFM Cooling & E.S.P. w/Filter (Rated-Wet Coil)	600 - .20	800 - .20	800 - .20	800 - .20	1000 - .40	1000 - .40	1000 - .40	1100 - .30	1100 - .30	1100 - .30
Filter Sizes (inches) STD.	16x25x1	16x25x1	16x25x1	16x25x1	16x30x1	16x30x1	16x30x1	16x30x1	16x30x1	16x30x1
<b>Shipping Weight --LBS.</b>	335	335	335	335	375	375	375	375	375	375

## Specifications 3-1/2 Ton through 5 Ton

MODELS	W42A1-A	W42A1-B	W42A1-C	W48A1-A	W48A1-B	W48A1-C	W60A1-A	W60A1-B	W60A1-C
<b>Electrical Rating--60 Hz</b>	230/208-1	230/208-3	460-3	230/208-1	230/208-3	460-3	230/208-1	230/208-3	460-3
Operating Voltage Range	197-253	197-253	414-506	197-253	197-253	414-506	197-253	197-253	414-506
<b>Compressor--Circuit A</b>									
Voltage	230/208	230/208	460	230/208	230/208	460	230/208	230/208	460
Rated Load Amps	16.7/18.9	11/12.5	5.8	20/21.9	13.9/15.2	6.8	22.6/25.5	13.5/15.2	7.6
Branch Circuit Selection Current	19.9	13.2	6.1	23.1	16.1	7.1	26.3	15.7	7.8
Lock Rotor Amps	109/109	83.1/83.1	41	134/134	91/91	46	134/134	110/110	52
Compressor Type	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll	Scroll
<b>Fan Motor &amp; Condenser</b>									
Fan Motor--HP-RPM-SPD	1/3-825-2	1/3-825-2	1/3-825-1	1/3-825-2	1/3-825-2	1/3-825-1	1/3-825-2	1/3-825-2	1/3-825-1
Fan Motor--Amps	2.5	2.5	1.3	2.5	2.5	1.3	2.5	2.5	1.3
Fan--DIA/CFM	24" - 2600	24" - 2600	24" - 2600	24" - 2600	24" - 2600	24" - 2600	24" - 2600	24" - 2600	24" - 2600
<b>Blower Motor &amp; Evap.</b>									
Blower Motor--HP-RPM-SPD	1/2-1070-2	1/2-1070-2	1/2-1070-2	1/2-1070-2	1/2-1070-2	1/2-1070-2	1/2-1070-2	1/2-1070-2	1/2-1070-2
Blower Motor--Amps	3.3	3.3	1.9	3.3	3.3	1.9	3.3	3.3	1.9
CFM Cooling & E.S.P. w/Filter (Rated-Wet Coil)	1400 - .30	1400 - .30	1400 - .30	1550 - .20	1550 - .20	1550 - .20	1700 - .30	1700 - .30	1700 - .30
Filter Sizes (inches) STD.	20x30x1	20x30x1	20x30x1	20x30x1	20x30x1	20x30x1	20x30x1	20x30x1	20x30x1
<b>Shipping Weight --LBS.</b>	525	525	525	525	525	525	525	525	525

## Ventilation System Packages

Bard Wall-Mounts are designed to provide optional ventilation packages to meet all of your ventilation and indoor air quality requirements. All units are equipped with a barometric fresh air damper as the standard ventilation package. All ventilation packages can be built-in at the factory or field-installed at a later date.

### BAROMETRIC FRESH AIR DAMPER - BFAD

### STANDARD

The barometric fresh air damper is a standard feature on all models. It is installed on the inside of the service door and allows outside ventilation air, up to 25% of the total airflow rating of the unit, to be introduced through the air inlet openings and to be mixed with the conditioned air. The damper opens during blower operation and closes when the blower is off. Adjustable blade stops allow different amounts of outside air to be introduced into the building and can be easily locked closed if required.

### Barometric Fresh Air Damper

### BLANK OFF PLATE - BOP

### OPTIONAL

A blank off plate is installed on the inside of the service door. It covers the air inlet openings, which restricts any outside air from entering the unit. The blank off plate should be utilized in applications where outside air is not required to be mixed with the conditioned air.

### MOTORIZED FRESH AIR DAMPER - MFAD

### OPTIONAL

The motorized fresh air damper is internally mounted behind the service door and allows outside ventilation air, up to 25% of the total airflow rating of the unit, to be introduced through the air inlet openings and to be mixed with the conditioned air. The two position damper can be fully open or closed. The damper blade is powered open by a 24VAC motor with spring return on power loss. The damper can be controlled by indoor blower operation or can be field connected to be managed based on building occupancy.

### Motorized Fresh Air Damper

**NOTE:** The above vent systems are intake only without built-in exhaust capability. Building will likely require separate field installed barometric relief or mechanical exhaust elsewhere within the conditioned space. Balancing dampers in the return air grille may be required to achieve specified amount of outdoor air intake.

### COMMERCIAL ROOM VENTILATOR - CRV

### OPTIONAL

The built-in commercial room ventilator is internally mounted behind the service door and allows outside ventilation air, up to 50% of the total airflow rating of the unit, to be introduced through the air inlet openings. It includes a built-in exhaust air damper.

### Commercial Room Ventilator

The commercial room ventilator (CRV) is a simple and innovative approach to improving the indoor air quality by providing fresh air intake and exhaust capability through the CRV. The damper can be easily adjusted to control the amount of fresh air supplied into the building. The CRV can be controlled by indoor blower operation or field controlled based on room occupancy. Two versions available (except on 1.5 and 2-Ton models). The CRV and CRVS are power open - spring return on power loss, and CRVP is power open and power close. Complies with ANSI/ASHRAE Standard 62.1 "Ventilation for Acceptable Indoor Air Quality".

### ECONOMIZER - EIFM

### OPTIONAL

The built-in economizer system is internally mounted behind the service door and allows outdoor air to be introduced through the air inlet openings. The amount of outdoor air varies in response to the system controls and settings defined by the end user. It includes a built-in exhaust air damper. The economizer is designed to provide "free cooling" when outside air conditions are cool and dry enough to satisfy cooling requirements without running the compressor. This in turn provides lower operating costs, while extending the life of the compressor.

### Economizer

#### Standard Features:

- One Piece Construction - Easy to install with no mechanical linkage adjustment required.
- Exhaust Air Damper - Built in with positive closed position. Provides exhaust air capability to prevent pressurization of tight buildings.
- Actuator Motor - 24 volt, power open, spring return with built in torque limiting switch.
- Proportioning Type Control - for maximum "free cooling" economy and comfort.
- Moisture Eliminator & Prefilter - permanent, washable aluminum construction.
- Enthalpy Control - adjustable to monitor outdoor temperature and humidity.
- Minimum Position Potentiometer - adjustable to control minimum damper blade position for ventilation purposes.
- Mixed Air Sensor - to monitor outside and return air to automatically modulate damper position.

### WALL-MOUNT ENERGY RECOVERY VENTILATOR - ERV

### OPTIONAL

The wall-mount energy recovery ventilator (ERV) is a highly innovative approach to meeting indoor air quality ventilation requirements as established by ANSI/ASHRAE Standard 62.1. The ERV allows from 200 to 450 CFM (depending upon model) of fresh air and exhaust through the unit while maintaining superior indoor comfort and humidity levels. In most cases this can be accomplished without increasing equipment sizing or operating costs. Heat transfer efficiency is up to 67% during summer and 75% during winter conditions.

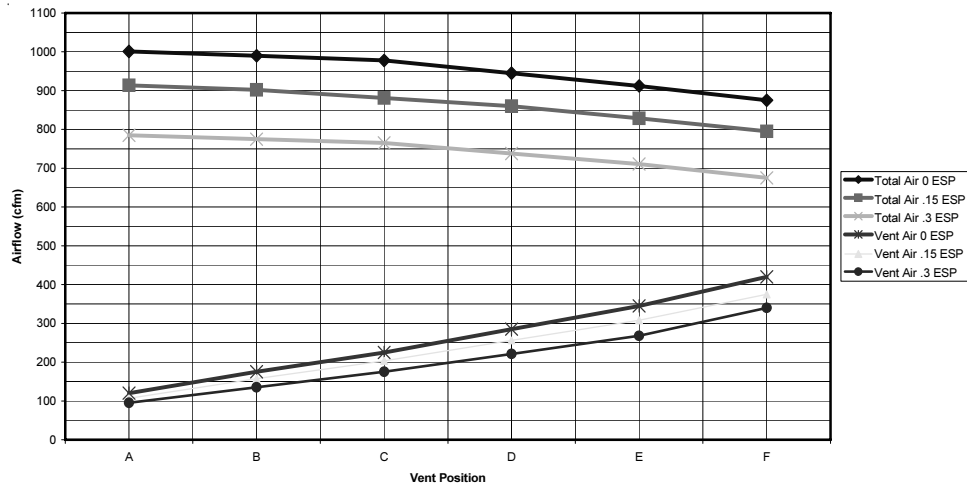
### Energy Recovery Ventilator

The ERV consists of a unique "rotary energy recovery cassette" that provides effective sensible and latent heat transfer capabilities during summer and winter conditions. Various control schemes are addressed including limiting ventilation during building occupancy only.

The ERV is designed to be internally mounted behind the service door in the W\*\*A, W\*\*H or W\*\*L model wall-mount units. It can be built-in at the factory or field installed as an option. ERVF-\*3 and ERVF-\*5 can be independently adjusted for intake and exhaust rates.

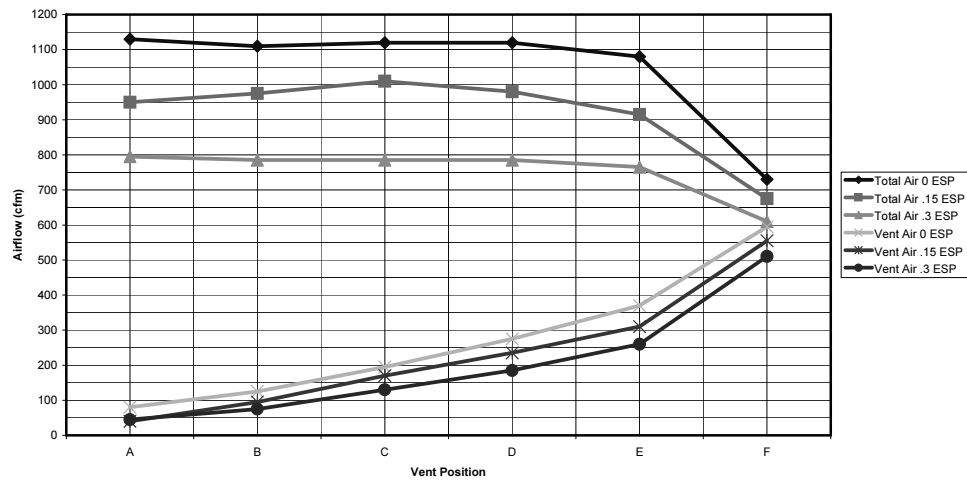
## Commercial Room Ventilator Performance Data - CRV-2

### W17A/W18A & W24A TOTAL AND VENTILATION AIRFLOW

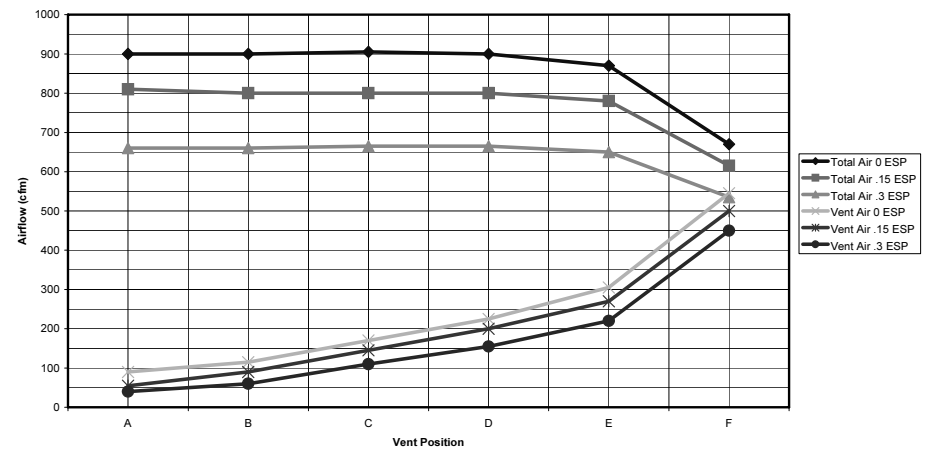


## Commercial Room Ventilator Performance Data - CRVS-3 and CRVP-3

### W30A & W36A HIGH SPEED TOTAL AND VENTILATION AIRFLOW

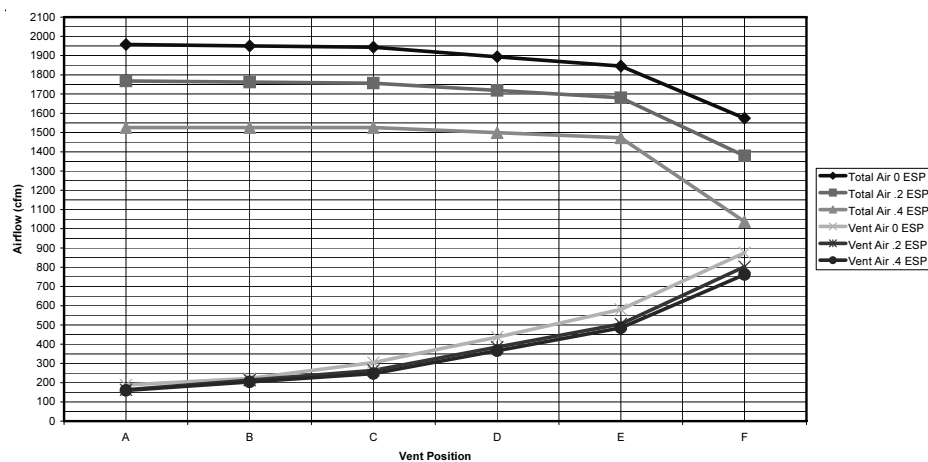


### W30A & W36A LOW SPEED TOTAL AND VENTILATION AIRFLOW



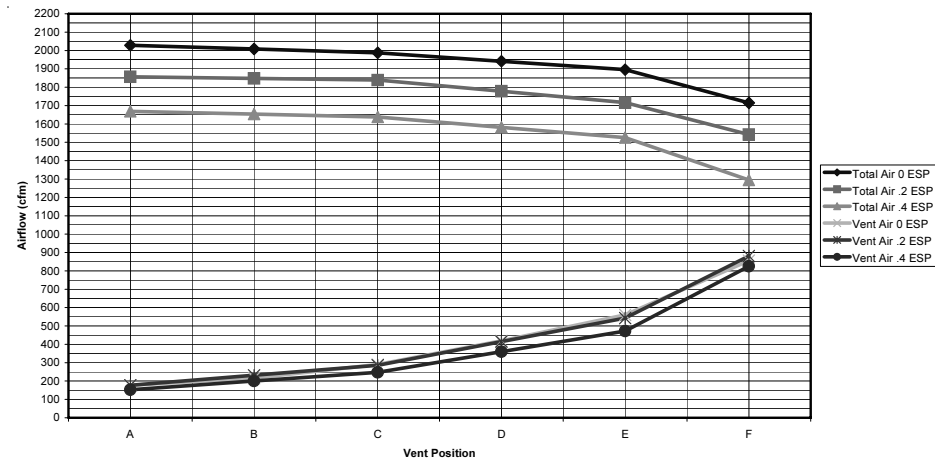
## Commercial Room Ventilator Performance Data - CRVS-5 and CRVP-5

### W42A & W48A HIGH SPEED TOTAL AND VENTILATION AIRFLOW

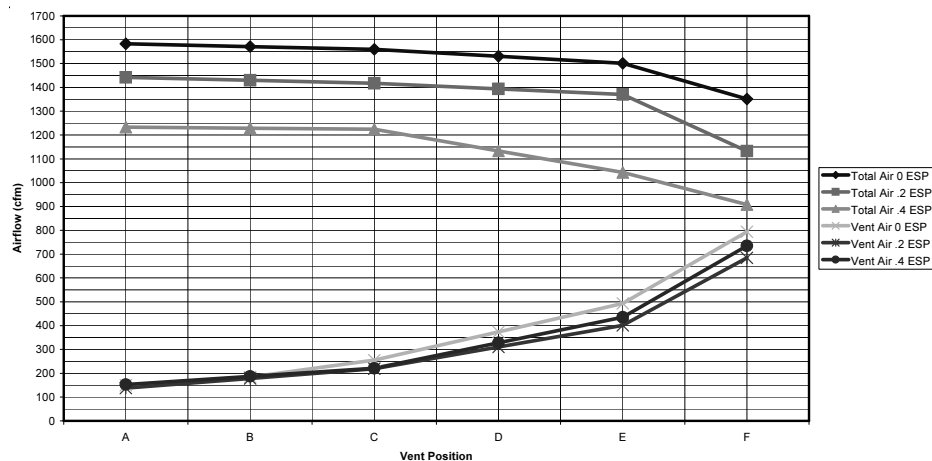


## Commercial Room Ventilator Performance Data - CRVS-5 and CRVP-5

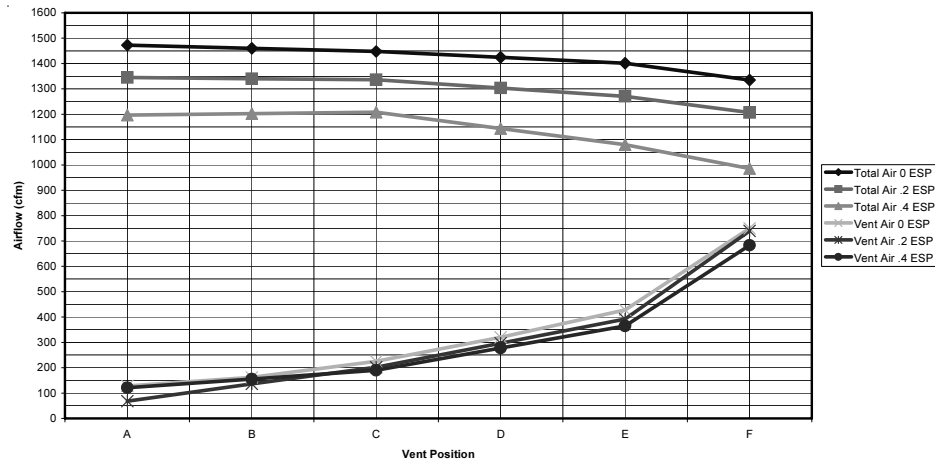
### W60A HIGH SPEED TOTAL AND VENTILATION AIRFLOW



### W42A & W48A LOW SPEED TOTAL AND VENTILATION AIRFLOW



### W60A LOW SPEED TOTAL AND VENTILATION AIRFLOW



## Performance and Application Data- ERVF-A2

### SUMMER COOLING PERFORMANCE (INDOOR DESIGN CONDITIONS 75 °DB/62 °WB)

Ambient O.D.		VENTILATION RATE -- 250 CFM 62% EFFICIENCY						VENTILATION RATE -- 225 CFM 63% EFFICIENCY						VENTILATION RATE -- 200 CFM 63% EFFICIENCY					
DB/ WB	F	VLT	VLS	VLL	HRT	HRS	HRL	VLT	VLS	VLL	HRT	HRS	HRL	VLT	VLS	VLL	HRT	HRS	HRL
105	75	11925	8100	1325	7394	5022	822	10727	7287	3441	6758	4591	2168	9540	6480	3060	6010	4082	1928
	70	8100	8100	0	5022	5022	0	7287	7287	0	4591	4591	0	6480	6480	0	4082	4082	0
	65	8100	8100	0	5022	5022	0	7287	7287	0	4591	4591	0	6480	6480	0	4082	4082	0
100	80	17550	6750	10800	10881	4185	6696	15788	6072	9716	9946	3826	6121	14040	5400	8640	8845	3402	5443
	75	11925	6750	5175	7394	4185	3209	10727	6072	4655	6758	3826	2933	9540	5400	4140	6010	3402	2608
	70	6863	6750	113	4255	4185	70	6173	6072	101	3889	3826	64	5490	5400	90	3458	3402	56
	65	6750	6750	0	4185	4185	0	6072	6072	0	3826	3826	0	5400	5400	0	3402	3402	0
	60	6750	6750	0	4185	4185	0	6072	6072	0	3826	3826	0	5400	5400	0	3402	3402	0
95	80	17550	5400	12150	10881	3348	7533	15788	4858	10930	9946	3060	6886	14040	4320	9720	8845	2722	6124
	75	11925	5400	6525	7394	3348	4046	10727	4858	5870	6758	3060	3698	9540	4320	5220	6010	2722	3289
	70	6863	5400	1463	4255	3348	907	6173	4858	1315	3889	3060	829	5490	4320	1170	3458	2722	737
	65	5400	5400	0	3348	3348	0	4858	4858	0	3060	3060	0	4320	4320	0	2722	2722	0
	60	5400	5400	0	3348	3348	0	4858	4858	0	3060	3060	0	4320	4320	0	2722	2722	0
90	80	17550	4050	13500	10881	2511	8370	15788	3643	12145	9946	2295	7651	14040	3240	10800	8845	2041	6804
	75	11925	4050	7875	7394	2511	4883	10727	3643	7084	6758	2295	4463	9540	3240	6300	6010	2041	3969
	70	6863	4050	2813	4255	2511	1744	6173	3643	2530	3889	2295	1594	5490	3240	2250	3458	2041	1417
	65	4050	4050	0	2511	2511	0	3643	3643	0	2295	2295	0	3240	3240	0	2041	2041	0
	60	4050	4050	0	2511	2511	0	3643	3643	0	2295	2295	0	3240	3240	0	2041	2041	0
85	80	17550	2700	14850	10881	1674	9207	15788	2429	13359	9946	1530	8416	14040	2160	11880	8845	1361	7484
	75	11925	2700	9225	7394	1674	5720	10727	2429	8298	6758	1530	5228	9540	2160	7380	6010	1361	4649
	70	6863	2700	4163	4255	1674	2581	6173	2429	3744	3889	1530	2359	5490	2160	3300	3458	1361	2098
	65	2700	2700	0	1674	1674	0	2429	2429	0	1530	1530	0	2160	2160	0	1361	1361	0
	60	2700	2700	0	1674	1674	0	2429	2429	0	1530	1530	0	2160	2160	0	1361	1361	0
80	75	11925	1350	10575	7394	837	6557	10727	1214	9513	6758	765	5993	9540	1080	8460	6010	680	5330
	70	6863	1350	5513	4255	837	3418	6173	1214	4959	3889	765	3124	5490	1080	4410	3458	680	2778
	65	2363	1350	1013	1465	837	628	2125	1214	911	1339	765	547	1890	1080	810	1190	680	510
	60	1350	1350	0	837	837	0	1214	1214	0	765	765	0	1080	1080	0	680	680	0
75	70	6863	0	6863	4255	0	4255	6173	0	6173	6889	0	3889	5490	0	5490	3458	0	3458
	65	2363	0	2363	1465	0	1465	2125	0	2125	1339	0	1339	1890	0	1890	1190	0	1190
	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

### ERVF-A2 WINTER HEATING PERFORMANCE (INDOOR DESIGN CONDITIONS 70 °F DB)

Ambient O.D.	VENTILATION RATE					
	250 CFM 74% EFF.		225 CFM 75% EFF.		200 CFM 75% EFF.	
DB/°F	WVL	WHR	WVL	WHR	WVL	WHR
65	1350	999	1214	911	1080	810
60	2700	1998	2429	1822	2160	1620
55	4050	2997	3643	2733	3240	2430
50	5400	3996	4858	3643	4320	3240
45	6750	4995	6072	4554	5400	4050
40	8100	5994	7287	5465	6480	4860
35	9450	6993	8501	6376	7560	5670
30	10800	7992	9716	7287	8640	6480
25	12150	8991	10930	8198	9720	7290
20	13500	9990	12145	9108	10800	8100
15	14850	10989	13359	10019	11880	8910

NOTE: Sensible performance only is shown for winter application.

#### LEGEND:

VLT = Ventilation Load - Total  
 VLS = Ventilation Load - Sensible  
 VLL = Ventilation Load - Latent  
 HRT = Heat Recovery - Total  
 HRS = Heat Recovery - Sensible  
 HRL = Heat Recovery - Latent  
 WVL = Winter Ventilation Load  
 WHR = Winter Heat Recovery

## Performance and Application Data- ERVF-\*3

SUMMER COOLING PERFORMANCE  
(INDOOR DESIGN CONDITIONS 75 °DB/62 °WB)

Ambient O.D.		VENTILATION RATE -- 400CFM 63% EFFICIENCY						VENTILATION RATE -- 325 CFM 64% EFFICIENCY						VENTILATION RATE -- 250 CFM 65% EFFICIENCY					
DB/ WB	F	VLT	VLS	VLL	HRT	HRS	HRL	VLT	VLS	VLL	HRT	HRS	HRL	VLT	VLS	VLL	HRT	HRS	HRL
105	75	19080	12960	6120	12020	8164	3855	15502	10530	4972	9921	6739	3182	11925	8100	3825	7751	5265	2486
	70	12960	12960	0	8164	8164	0	10530	10530	0	6739	6739	0	8100	8100	0	5265	5265	0
	65	12960	12960	0	8164	8164	0	10530	10530	0	6739	6739	0	8100	8100	0	5265	5265	0
100	80	28080	10800	17280	17690	6804	10886	22815	8775	14040	14601	5616	8985	17550	6750	10800	11407	4387	7019
	75	19080	10800	8280	12020	6804	5216	15502	8775	6727	9921	5616	4305	11925	6750	5175	7751	4387	3363
	70	10980	10800	180	6717	6804	113	8921	8775	146	5709	5616	93	6862	6750	112	4460	4387	73
	65	10800	10800	0	6804	6804	0	8775	8775	0	5616	5616	0	6750	6750	0	4387	4387	0
95	60	10800	10800	0	6804	6804	0	8775	8775	0	5616	5616	0	6750	6750	0	4387	4387	0
	80	28080	8640	19440	17690	5443	12247	22815	7020	15795	14601	4492	10108	17550	5400	12150	11407	3510	7897
	75	19080	8640	10440	12020	5443	6577	15502	7020	8482	9921	4492	5428	11925	5400	6525	7751	3510	4241
	70	10980	8640	2340	6917	5443	1474	8921	7020	1901	5709	4492	1216	6862	5400	1462	4460	3510	950
90	65	8640	8640	0	5443	5443	0	7020	7020	0	4492	4492	0	5400	5400	0	3510	3510	0
	60	8640	8640	0	5443	5443	0	7020	7020	0	4492	4492	0	5400	5400	0	3510	3510	0
	80	28080	6480	21600	17690	4082	13608	22815	5265	17550	14601	3369	11232	17550	4050	13500	11407	2632	8774
	75	19080	6480	12600	12020	4082	7938	15502	5265	10237	9921	3369	6552	11925	4050	7875	7751	2632	5118
85	70	10980	6480	4500	6917	4082	2835	8921	5265	3656	5709	3369	2340	6862	4050	2812	4460	2632	1828
	65	6480	6480	0	4082	4082	0	5265	5265	0	3369	3369	0	4050	4050	0	2632	2632	0
	60	6480	6480	0	4082	4082	0	5265	5265	0	3369	3369	0	4050	4050	0	2632	2632	0
	80	28080	4320	23760	17690	2721	14968	22815	3510	19305	14601	2246	12355	17550	2700	14850	11407	1755	9652
80	75	19080	4320	14760	12020	2721	9298	15502	3510	11992	9921	2246	7675	11925	2700	9225	7751	1755	5996
	70	10980	4320	6660	6917	2721	4195	8921	3510	5411	5709	2246	3463	6862	2700	4162	4460	1755	2705
	65	4320	4320	0	2721	2721	0	3510	3510	0	2246	2246	0	2700	2700	0	1755	1755	0
	60	4320	4320	0	2721	2721	0	3510	3510	0	2246	2246	0	2700	2700	0	1755	1755	0
75	75	19080	2160	16920	12020	1360	10659	15502	1755	13747	9921	1123	8798	11925	1350	10575	7751	877	6873
	70	10980	2160	8820	6917	1360	5556	8921	1755	7166	5709	1123	4586	6862	1350	5512	4460	877	3583
	65	3780	2160	1620	2381	1360	1020	3071	1755	1316	1965	1123	842	2362	1350	1012	1535	877	658
	60	2160	2160	0	1360	1360	0	1755	1755	0	1163	1123	0	1350	1350	0	877	877	0
70	70	10980	0	10980	6917	0	6917	8921	0	8921	5709	0	5709	6862	0	6862	4460	0	4460
	65	3780	0	3780	2381	0	2380	3071	0	3071	1965	0	1965	2362	0	2362	1535	0	1535
	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

### ERVF-\*3 WINTER HEATING PERFORMANCE (INDOOR DESIGN CONDITIONS 70 °F DB)

Ambient O.D.	VENTILATION RATE					
	400 CFM 75% EFFICIENCY		325 CFM 76% EFFICIENCY		250 CFM 77% EFFICIENCY	
DB/ °F	WVL	WHR	WVL	WHR	WVL	WHR
65	2160	1620	1755	1333	1350	1039
60	4320	3240	3510	2667	2700	2079
55	6480	4860	5265	4001	4050	3118
50	8640	6480	7020	5335	5400	4158
45	10800	8100	8775	6669	6750	5197
40	12960	9720	10530	8002	8100	6237
35	15120	11340	12285	9336	9450	7276
30	17280	12960	14040	10670	10800	8316
25	19440	14580	15795	12004	12150	9355
20	21600	16200	17550	13338	13500	10395
15	23760	17820	19305	14671	14850	11434

NOTE: Sensible performance only is shown for winter application.

#### LEGEND:

VLT = Ventilation Load - Total  
VLS = Ventilation Load - Sensible  
VLL = Ventilation Load - Latent  
HRT = Heat Recovery - Total  
HRS = Heat Recovery - Sensible  
HRL = Heat Recovery - Latent  
WVL = Winter Ventilation Load  
WHR = Winter Heat Recovery

## Performance and Application Data- ERVF-\*5

SUMMER COOLING PERFORMANCE  
(INDOOR DESIGN CONDITIONS 75 °DB/62 °WB)

Ambient O.D.	VENTILATION RATE 450 CFM 65% EFFICIENCY						VENTILATION RATE 375 CFM 66% EFFICIENCY						VENTILATION RATE 300 CFM 67% EFFICIENCY						
DB/ WB	F	VLT	VLS	VLL	HRT	HRS	HRL	VLT	VLS	VLL	HRT	HRS	HRL	VLT	VLS	VLL	HRT	HRS	HRL
105	75	21465	14580	6884	13952	9477	4475	17887	12150	5737	11805	8018	3786	14310	9720	4590	9587	6512	3075
	70	14580	14580	0	9477	9477	0	12150	12150	0	8018	8018	0	9720	9720	0	6512	6512	0
	65	14580	14580	0	9477	9477	0	12150	12150	0	8018	8018	0	9720	9720	0	6512	6512	0
100	80	31590	12150	19440	20533	7897	12635	26325	10125	16200	17374	6682	10692	21060	8100	12960	14110	5427	8683
	75	21465	12150	9314	13952	7897	6054	17887	10125	7762	11805	6682	5123	14310	8100	6210	9587	5427	4160
	70	12352	12150	202	8029	7897	131	10293	10125	168	6793	6682	111	8235	8100	135	5517	5427	90
	65	12150	12150	0	7897	7897	0	10125	10125	0	6682	6682	0	8100	8100	0	5427	5427	0
95	60	12150	12150	0	7897	7897	0	10125	10125	0	6682	6682	0	8100	8100	0	5427	5427	0
	80	31590	9720	21870	20533	6318	14215	26325	8100	18225	17374	5345	12028	21060	6480	14580	14110	4341	9768
	75	21465	9720	11744	13952	6318	7634	17887	8100	9787	11805	5345	6459	14310	6480	7830	9587	4341	5246
	70	12352	9720	2632	8029	6318	1711	10293	8100	2193	6793	5345	1447	8235	6480	1755	5517	4341	1175
	65	9720	9720	0	6318	6318	0	8100	8100	0	5345	5345	0	6480	6480	0	4341	4341	0
90	60	9720	9720	0	6318	6318	0	8100	8100	0	5345	5345	0	6480	6480	0	4341	4341	0
	80	31590	7290	24300	20533	4738	15794	26325	6075	20250	17374	4009	13365	21060	4860	16200	14110	3256	10854
	75	21465	7290	14175	13952	4738	9213	17887	6075	11812	11805	4009	7796	14310	4860	9450	9587	3256	6331
	70	12352	7290	5062	8029	4738	3290	10293	6075	4218	6793	4009	2784	8235	4860	3375	5517	3256	2261
	65	7290	7290	0	4738	4738	0	6075	6075	0	4009	4009	0	4860	4860	0	3256	3256	0
85	60	7290	7290	0	4738	4738	0	6075	6075	0	4009	4009	0	4860	4860	0	3256	3256	0
	80	31590	4860	26730	20533	3159	17374	26325	4050	22275	17374	2672	14701	21060	3240	17820	14110	2170	11939
	75	21465	4860	16605	13952	3159	10793	17887	4050	13837	11805	2672	9132	14310	3240	11070	9587	2170	7416
	70	12352	4860	7492	8029	3159	4870	10293	4050	6243	6793	2672	4120	8235	3240	4995	5517	2170	3346
	65	4860	4860	0	3159	3159	0	4050	4050	0	2672	2672	0	3240	3240	0	2170	2170	0
80	60	4860	4860	0	3159	3159	0	4050	4050	0	2672	2672	0	3240	3240	0	2170	2170	0
	75	21465	2430	19035	13952	1579	12372	17887	2025	15862	11805	1336	10469	14310	1620	12690	9587	1085	8502
	70	12352	2430	9922	8029	1579	6449	10293	2025	8268	6793	1336	5457	8235	1620	6615	5517	1085	4432
	65	4252	2430	1822	2764	1579	1184	3543	2025	1518	2338	1336	1002	2835	1620	1215	1899	1085	814
75	60	2430	2430	0	1579	1579	0	2025	2025	0	1336	1336	0	1620	1620	0	1085	1085	0
	70	12352	0	12352	8029	0	8029	10293	0	10293	6793	0	6793	8235	0	8235	5517	0	5517
	65	4252	0	4252	2764	0	2764	3543	0	3543	2338	0	2338	2835	0	2835	1899	0	1899
60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	



# Electrical Specifications

Model	Rated Volts and Phase	No. Field Power Circuits	Single Circuit				Dual Circuit							
			③ Minimum Circuit Ampacity	① Maximum External Fuse or Ckt. Brkr.	② Field Power Wire Size	② Ground Wire	③ Minimum Circuit Ampacity		① Maximum External Fuse or Ckt. Brkr.		② Field Power Wire Size		② Ground Wire Size	
							Ckt. A	Ckt. B	Ckt. A	Ckt. B	Ckt. A	Ckt. B	Ckt. A	Ckt. B
W17A1/W18A1 - A00, A0Z	230/208-1	1	16	20	12	12								
A05		1	30	30	10	10								
A08		1	46	50	8	10								
A10		1	56	60	6	10								
W24A1 - A00, A0Z	230/208-1	1	21	30	10	10								
A04		1	25	30	10	10								
A05		1	30	30	10	10								
A08		1	46	50	8	10								
A10		1	56	60	6	10								
W24A1 - B00, B0Z	230/208-3	1	15	20	14	14								
B06		1	22	25	10	10								
W24A1 - C00, C0Z	460-3	1	10	15	14	14								
C06		1	12	15	14	14								
W30A1 - A00*, A0Z*	230/208-1	1	24	35	8	10								
A05*		1	32	35	8	10								
A08		1	48	50	8	10								
A10*		1	58	60	6	10								
A15		1 or 2	84	90	4	8	58	26	60	30	6	10	10	10
W30A1 - B00*, B0Z*	230/208-3	1	18	20	12	12								
B06		1	24	25	10	10								
B09*		1	33	35	8	10								
B15		1	51	60	8	10								
W30A1 - C00*, C0Z*	460-3	1	11	15	14	14								
C06		1	12	15	14	14								
C09*		1	17	20	12	12								
C15		1	26	30	10	10								
W36A1 - A00*, A0Z*	230/208-1	1	29	35	8	10								
A05*		1	32	35	8	10								
A08		1	48	50	8	10								
A10*		1	58	60	6	10								
A15		1 or 2	84	90	4	8	58	26	60	30	6	10	10	10
W36A1 - B00*, B0Z*	230/208-3	1	23	30	10	10								
B06		1	24	30	10	10								
B09*		1	33	35	8	10								
B15		1	51	60	6	10								
W36A1 - C00*, C0Z*	460-3	1	12	15	14	14								
C06		1	12	15	14	14								
C09*		1	17	20	10	10								
C15		1	26	30	10	10								
W42A1 - A00, A0Z ④	230/208-1	1	33	50	8	10								
A05 ④		1	33	50	8	10								
A10 ④		1	59	60	6	10								
A15		1 or 2	85	90	4	8	59	26	60	30	6	10	10	10
A20		1 or 2	111	125	2	6	59	52	60	60	6	6	10	10
W42A1 - B00, B0Z ④	230/208-3	1	25	35	8	10								
B09 ④		1	34	35	8	10								
B15		1	53	60	6	10								
B18 ④		2	N/A	N/A	N/A	N/A	34	28	35	30	8	10	10	10
W42A1 - C00, C0Z ④	460-3	1	13	15	14	14								
C09 ④		1	18	20	12	12								
C15		1	27	30	10	10								
W48A1 - A00, A0Z ④	230/208-1	1	37	50	8	10								
A05 ④		1	37	50	8	10								
A10 ④		1	59	60	6	10								
A15		1 or 2	85	90	4	8	59	26	60	30	6	10	10	10
A20		1 or 2	111	125	2	6	59	52	60	60	6	6	10	10
W48A1 - B00, B0Z ④	230/208-3	1	29	40	8	10								
B09 ④		1	34	40	8	10								
B15		1	53	60	6	10								
B18 ④		2	N/A	N/A	N/A	N/A	34	28	40	30	8	10	10	10
W48A1 - C00, C0Z ④	460-3	1	14	20	12	12								
C09 ④		1	18	20	12	12								
C15		1	27	30	10	10								
W60A1 - A00, A0Z ④	230/208-1	1	41	60	8	10								
A05 ④		1	41	60	8	10								
A10 ④		1	59	60	6	10								
A15		1 or 2	85	90	4	8	59	26	60	30	6	10	10	10
A20		1 or 2	111	125	2	6	59	52	60	60	6	6	10	10
W60A1 - B00, B0Z ④	230/208-3	1	29	40	8	10								
B09 ④		1	34	40	8	10								
B15 ④		1	53	60	6	10								
B18 ④		2	N/A	N/A	N/A	N/A	34	28	40	30	8	10	10	10
W60A1 - C00, C0Z ④	460-3	1	15	20	12	12								
C09 ④		1	18	20	12	12								
C15		1	27	30	10	10								

① Maximum size of the time delay fuse or HACR type circuit breaker for protection of field wiring conductors.

② Based on 75C copper wire. All wiring must conform to the National Electrical Code and all local codes.

③ These "Minimum Circuit Ampacity" values are to be used for sizing the field power conductors. Refer to the National Electrical code (latest version), Article 310 for power conductor sizing.

④ These models are available with dehumidification with hot gas reheat.

**Caution:** When more than one field power circuit is run through one conduit, the conductors must be derated. Pay special attention to note 8 of Table 310 regarding Ampacity Adjustment Factors when more than three (3) current carrying conductors are in a raceway.

\* Top outlet supply option is available only factory installed and only on the selected models.

**IMPORTANT:** While this electrical data is presented as a guide, it is important to electrically connect properly sized fuses & conductor wires in accordance with the National Electrical Code & all local codes.

Form No. S3397-312

Supersedes S3397-511

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## Indoor Blower Performance - CFM at Rated Volts

ESP in H <sub>2</sub> O	W17A1 W18A1		W24A1	W30A1 W36A1		W42A1 W48A1		W60A1	
	High Speed Dry/Wet Coil	Low Speed Dry/Wet Coil	Single Speed Dry/Wet Coil	High Speed Dry/Wet Coil	Low Speed Dry/Wet Coil	High Speed Dry/Wet Coil	Low Speed Dry/Wet Coil	High Speed Dry/Wet Coil	Low Speed Dry/Wet Coil
0	925/885	670/655	1020/975	1395/1315	950/935	1885/1800	1650/1600	2200/2000	1600/1450
.1	875/845	650/630	960/905	1340/1270	930/915	1770/1665	1550/1500	2100/1900	1525/1375
.2	825/795	625/600	865/800	1285/1190	910/885	1635/1550	1450/1400	2000/1800	1465/1200
.3	775/740	575/555	820/735	1205/1100	855/830	1500/1400	1350/1300	1875/1700	-/-
.4	710/670	525/500	735/650	1110/1000	800/755	1370/1285	1300/1175	1775/1600	-/-
.5	635/600	465/440	615/535	1005/870	-/-	1250/1150	-/-	1650/1475	-/-

Above data is with 1" standard throwaway filter and 1" washable filter.

For optional 2" pleated filter - reduce ESP by .15 in.

See installation instructions for maximum ESP information on various KW application.

Speeds marked "bold" above  
are **Factory Connected**.

## Electric Heat Table - Refer to Electrical Specifications for Availability by Unit Model

Nominal KW	At 240V (1)				At 208V (1)				At 480V (2)			At 460V (2)		
	Kw	1-Ph Amps	3-Ph Amps	Btuh	Kw	1-Ph Amps	3-Ph Amps	Btuh	Kw	3-Ph Amps	Btuh	Kw	3-Ph Amps	Btuh
5.0	5.0	20.8		17,065	3.75	18.0		12,799						
6.0	6.0		14.4	20,478	4.50		12.5	15,359	6.0	7.2	20,478	5.52	6.9	18,840
8.0	8.0	33.3		27,304	6.00	28.8		20,478						
9.0	9.0		21.7	30,717	6.75		18.7	23,038	9.0	10.8	30,717	8.28	10.4	28,260
10.0	10.0	41.7		34,130	7.50	36.1		25,598						
15.0	15.0	62.5	36.1	51,195	11.25	54.1	31.2	38,396	15.0	18.0	51,195	13.80	17.3	47,099
18.0	18.0		43.3	61,434	13.50		37.5	46,076	18.0	21.7	61,434	16.56	20.8	56,519
20.0	20.0	83.3		68,260	15.00	72.1		51,195						

(1) These electric heaters are available in 230/208V units only.

(2) These electric heaters are available in 480V units only.

## Heater Packages - Field Installed

- Designed for adding Electric Heat to 0 KW Units
- Circuit Breaker Standard on 230/208V Models

- ETL US & Canada Listed
- Toggle Disconnect Standard on 460V Models

Air Conditioner Models	-A00 Models 230/208-1		-B00 Models 230/208-3		-C00 Models 460-3	
	Heater Model #	KW	Heater Model #	KW	Heater Model #	KW
W17A1 W18A1	EHWA02-A05 EHWA02A-A08 EHWA02A-A10	5 8 10	N/A		N/A	
W24A1	EHWA02-A05 EHWA02A-A08 EHWA02A-A10	5 8 10	EHWA24-B06	6	EHWH24B-C06	6
W30A1	EHWA03-A05 EHWA03-A08 EHWA03-A10 EHWA03-A15	5 8 10 15	EHWA03-B06 EHWA03-B09 EHWA37-B15	6 9 15	EHWC03A-C06 EHWC03A-C09 EHWA03A-C15	6 9 15
W36A1	EHWA03-A05 EHWA03-A08 EHWA03-A10 EHWA03-A15	5 8 10 15	EHW36A-B06 EHWA03-B09 EHWA37-B15	6 9 15	EHWC03A-C06 EHWC03A-C09 EHWA03A-C15	6 9 15
W42A1 W48A1	EHWA05-A05 ① EHWA05-A10 ① EHWA05-A15 EHWA05-A20	5 10 15 20	EHWA05-B09 ① EHWA05-B15 EHWA05A-B18 ①	9 15 18	EHWA05A-C09 ① EHWA05A-C15	9 15
W60A1	EHWA60-A05 ① EHWA05-A10 ① EHWA05-A15 EHWA05-A20	5 10 15 20	EHW60A-B09 ① EHWA05-B15 ① EHWA05A-B18 ①	9 15 18	EHWA05A-C09 ① EHWA05A-C15	9 15

**NOTE:** Field installed Heater Packages are not approved for use with top supply opening models.

① These heater packages approved for use in dehumidification versions with hot gas reheat.

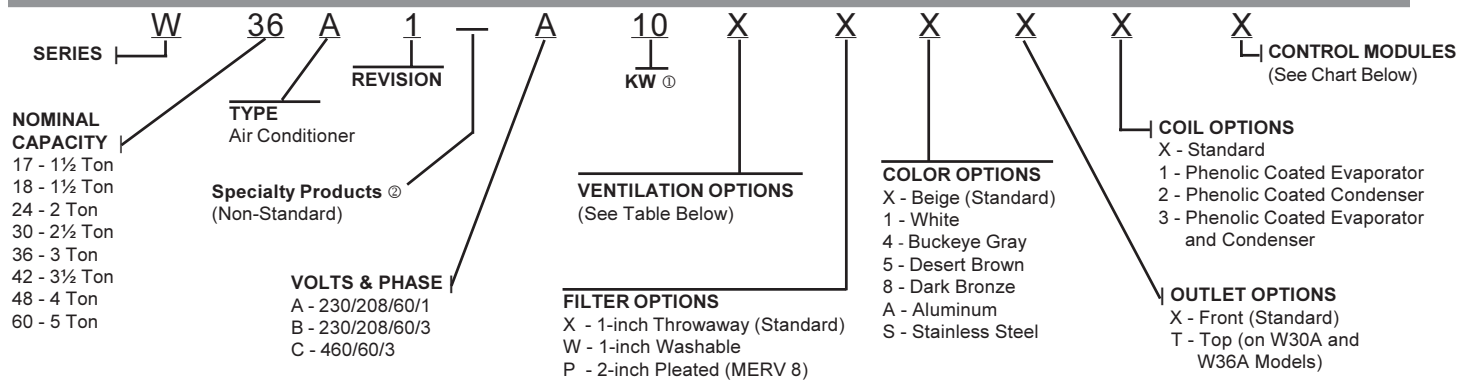
## Cooling Application Data - Outdoor Temperature ①

Model	D.B./W.B. ②	Cooling Capacity	75°F	80°F	85°F	90°F	95°F	100°F	105°F	110°F	115°F	120°F	
W17A1 W18A1	75/ 62	Total Cooling Sensible Cooling	17,500 13,900	16,700 13,500	15,900 13,200	15,100 12,800	14,300 12,500	13,600 12,200	12,900 11,800	12,200 11,500	11,600 11,100	10,800 10,700	
	80/ 67	Total Cooling Sensible Cooling	18,600 13,400	18,100 13,200	17,600 13,000	17,000 12,800	16,400 12,600	15,800 12,400	15,200 12,100	14,500 11,800	13,900 11,500	13,100 11,200	
	85/ 72	Total Cooling Sensible Cooling	22,200 13,800	21,200 13,400	20,200 13,100	19,200 12,800	18,300 12,400	17,300 12,000	16,400 11,600	15,500 11,100	14,600 10,600	13,700 10,200	
W24A1	75/ 62	Total Cooling Sensible Cooling	26,000 20,100	24,500 19,700	23,300 19,200	22,100 18,800	20,900 18,400	20,000 17,900	19,100 17,400	18,400 16,900	17,600 16,400	17,100 15,900	
	80/ 67	Total Cooling Sensible Cooling	27,700 19,500	26,700 19,300	25,800 19,000	24,900 18,800	24,000 18,500	23,300 18,200	22,500 17,800	21,900 17,400	21,200 17,000	20,700 16,600	
	85/ 72	Total Cooling Sensible Cooling	33,000 20,000	31,200 19,600	29,700 19,100	28,100 18,700	26,700 18,200	25,500 17,600	24,300 17,000	23,300 16,300	22,300 15,700	21,500 15,000	
W30A1	75/ 62	Total Cooling Sensible Cooling	31,100 24,500	29,700 24,000	28,300 23,500	27,000 22,900	25,800 22,400	24,700 21,800	23,700 21,300	22,700 20,700	21,700 20,100	20,900 19,500	
	80/ 67	Total Cooling Sensible Cooling	33,200 23,700	32,300 23,500	31,400 23,200	30,400 22,900	29,400 22,600	28,600 22,200	27,800 21,800	27,000 21,400	26,100 20,900	25,300 20,400	
	85/ 72	Total Cooling Sensible Cooling	39,600 24,300	37,800 23,900	36,100 23,300	34,500 22,800	32,900 22,200	31,500 21,500	30,100 20,800	28,800 20,100	27,500 19,300	26,300 18,500	
W36A1	75/ 62	Total Cooling Sensible Cooling	38,100 28,500	35,900 27,800	34,100 27,100	32,300 26,400	30,800 25,800	29,600 25,200	28,600 24,700	27,700 24,200	26,900 23,700	26,400 23,200	
	80/ 67	Total Cooling Sensible Cooling	40,600 27,600	39,100 27,200	37,800 26,800	36,500 26,400	35,400 26,000	34,500 25,600	33,700 25,300	33,000 25,000	32,400 24,600	32,000 24,300	
	85/ 72	Total Cooling Sensible Cooling	48,400 28,300	45,700 27,600	43,400 26,900	41,200 26,200	39,300 25,500	37,800 24,800	36,400 24,100	35,100 23,500	34,100 22,700	33,300 22,000	
W42A1	75/ 62	Total Cooling Sensible Cooling	43,600 35,500	41,500 34,500	39,600 33,600	37,600 32,700	35,700 31,800	33,900 31,000	32,100 30,100	30,400 29,200	28,700 28,400	27,000 27,000	
	80/ 67	Total Cooling Sensible Cooling	46,500 34,400	45,200 33,800	43,900 33,300	42,500 32,700	41,000 32,100	39,500 31,500	37,900 30,900	36,200 30,200	34,500 29,500	32,700 28,800	
	85/ 72	Total Cooling Sensible Cooling	55,400 35,200	52,900 34,300	50,400 33,500	48,000 32,500	45,600 31,500	43,200 30,500	40,900 29,500	38,500 28,300	36,300 27,200	34,000 26,000	
W48A1	75/ 62	Total Cooling Sensible Cooling	49,600 39,900	47,300 39,100	45,100 38,200	43,000 37,300	40,900 36,400	39,000 35,500	37,100 34,500	35,100 33,600	33,300 32,700	31,400 31,400	
	80/ 67	Total Cooling Sensible Cooling	52,900 38,700	51,500 38,300	50,100 37,800	48,600 37,300	47,000 36,700	45,400 36,100	43,700 35,400	41,900 34,700	40,000 34,000	38,100 33,100	
	85/ 72	Total Cooling Sensible Cooling	63,000 39,600	60,200 38,900	57,500 38,000	54,900 37,100	52,200 36,000	49,700 34,900	47,100 33,800	44,600 32,500	42,000 31,300	39,600 29,900	
W60A1	75/ 62	Total Cooling Sensible Cooling	59,200 45,200	56,200 43,800	53,300 42,300	50,500 41,000	47,900 39,700	45,400 38,500	43,100 37,300	40,800 36,100	38,600 35,000	36,600 33,900	
	80/ 67	Total Cooling Sensible Cooling	63,200 43,800	61,200 42,900	59,200 41,900	57,100 41,000	55,000 40,100	52,900 39,200	50,800 38,300	48,700 37,300	46,500 36,400	44,300 35,500	
	85/ 72	Total Cooling Sensible Cooling	75,300 44,900	71,600 43,600	68,000 42,100	64,500 40,700	61,100 39,300	57,900 37,900	54,800 36,500	51,800 35,000	48,900 33,500	46,000 32,100	
									Capacity Multiplier Factors				
									% of Rated Airflow		-10	Rated	+10
									Total BTUH Sensible BTUH		0.975 0.950	1.0 1.0	1.02 1.05

① Below 65°F (18.3C), unit requires a factory or field installed low ambient control.

② Return air temperature.

## Air Conditioning Wall-Mount Model Nomenclature



① For 0KW and circuit breakers (230/208 Volt) or toggle disconnects (460 Volt) applications, insert 0Z in the KW field of the model number. See Page 8 for available Factory Installed KW options and Page 9 for Field Installed Heater Packages.

② Insert "D" for dehumidification with hot gas reheat — Models W42 - 60 only. See Form 7960-572 for complete details.

## Ventilation Options

Models	W17A1, W18A1, W24A1		W30A1, W36A1		W42A1, W48A1, W60A1	
Description	Factory Installed Code No.	Field Installed Part No.	Factory Installed Code No.	Field Installed Part No.	Factory Installed Code No.	Field Installed Part No.
Barometric Fresh Air Damper - Standard	X	BFAD-2	X	BFAD-3	X	BFAD-5
Blank-Off Plate	B	BOP-2	B	BOP-3	B	BOP-5
Motorized Fresh Air Damper	M	MFAD-2	M	MFAD-3	M	MFAD-5
Commercial Ventilator - Spring Return w/Exhaust	V	CRV-2	V	CRVS-3	V	CRVS-5
Commercial Ventilator - Power Return w/Exhaust	---	---	P	CRVP-3	P	CRVP-5
Economizer - Fully Modulating ①	E	EIFM-2B	E	EIFM-3C	E	EIFM-5C
Economizer - Fully Modulating ①②	D	N/A	D	N/A	D	N/A
Energy Recovery Ventilator - 230 Volt *	R	ERVF-A2	R	ERVF-A3 ③	R	ERVF-A5 ③
Energy Recovery Ventilator - 460 Volt *	N/A	ERVF-C2 ④	R	ERVF-C3 ③	R	ERVF-C5 ③
Door Kit for ERVF (Required)	N/A	WMDK2-*	N/A	WMDK3-*	N/A	WMDK5-*

① Low ambient control is required with economizer for low temperature compressor operation.

② For use only with "V" Control Module and TCS24 Controller.

③ Intake and exhaust can be independently adjusted.

④ Model W24A1-C only.

\* WMDK Door Kit must be ordered in addition to ERVF Assembly and color matched to unit ("X" = Beige; "4" = Buckeye Gray; "8" = Dark Bronze)

## Air Conditioning Control Modules

Air Conditioning Control Modules									All Models Except As Noted		W17A1 Factory Only
HPC ①	LPC ②	CCM ③	LAC ④①	ALR ⑤	SK ⑥	SK ⑦	ODT ⑧	DDC ⑨	Factory Installed Code	Field Installed Part	
STD	STD	STD							X	N/A	N/A
STD	STD	STD	●						E ⑩	CMA-28	N/A
STD	STD	STD	●	●					J ⑪	Factory Only	J
STD	STD	STD	●		●				K ⑪	CMC-15 and CMA-28	N/A
STD	STD	STD	●	●	●				M ⑪	Factory Only	M
STD	STD	STD		●					N, W18A Only ⑫	N/A	N/A
STD	STD	STD			●				Field Installed Only	CMC-15	CMC-15
STD	STD	STD					●		Field Installed Only	CMA-14	N/A
STD	STD	STD	●	●				●	V ⑩⑪	Factory Only	N/A
STD	STD	STD						●	Field Installed Only	CMA-23 for W18-36A CMA-24 for W42-60A	N/A
STD	STD	STD				●			Field Installed Only	SK111	SK111

STD = Standard equipment for these specified models.

① HPC. High pressure control is auto reset. Always used with compressor control module (CCM) which is included. See note ③.

② LPC. Low pressure control is auto reset. Always used with compressor control module (CCM) which is included. See note ③.

③ CCM. Compressor control module has adjustable 30-second to 5-minute delay-on-break timer. On initial power-up, or any time the power is interrupted, the delay-on-make will be 2-minutes plus 10% of the delay-on-break setting. There is no delay-on-make during routine operation of the unit. The module also provides the lockout feature (with 1 retry) for high and/or low-pressure controls, and a 2-minute timed bypass for low-pressure control.

④ LAC. Low ambient control permits cooling operation down to 0°F. LAC is fan-cycling control for outdoor fan motor on all models except W17A1, which is modulating control.

⑤ ALR. The alarm relay has a set of normally open and normally closed dry contacts to provide the ability to signal a condition of shutdown on either high or low pressure controls.

⑥ SK. PTCR start kit can be used with all -A single phase models. Increases starting torque 2-3x. Not used for -B or -C three phase models. Do not use if SK111 is used.

⑦ SK. Start capacitor and potential relay start kit can be used with all -A single phase models. Increases starting torque 9x. Not used for -B or -C three phase models. Do not use if CMC-15 is used.

⑧ ODT. Outdoor thermostat is adjustable from 0 to 50°F. It is suitable for use as a compressor cut-off thermostat.

⑨ DDC. Incorporates 4 additional sensors: discharge air temperature, indoor blower airflow, compressor current, and dirty filter. These sensing devices function to input analog data such as temperature, as well as digital data such as airflow, compressor status or filter status.

⑩ "V" control module should be ordered in conjunction with direct digital controller (DDC) model TCS24. Refer to DDC specification sheet S3280 for more information.

⑪ Option not available for Model W18A.

⑫ Use option N for Alarm Relay on Model W18A only.

## Clearances Required for Service Access and Adequate Condenser Inlet Airflow

MODELS	LEFT SIDE	RIGHT SIDE
W17A, W18A, W24A, W30A, W36A	15"	20"
W42A, W48A, W60A	20"	20"

NOTE: For side by side installation of two (2) WA models there must be 20" between units. This can be reduced to 15" by using a WL model (left side compressor and controls) for the left unit and WA (right side compressor and controls) for right unit. See WL Specifications S3400.

## Minimum Clearances Required to Combustible Materials

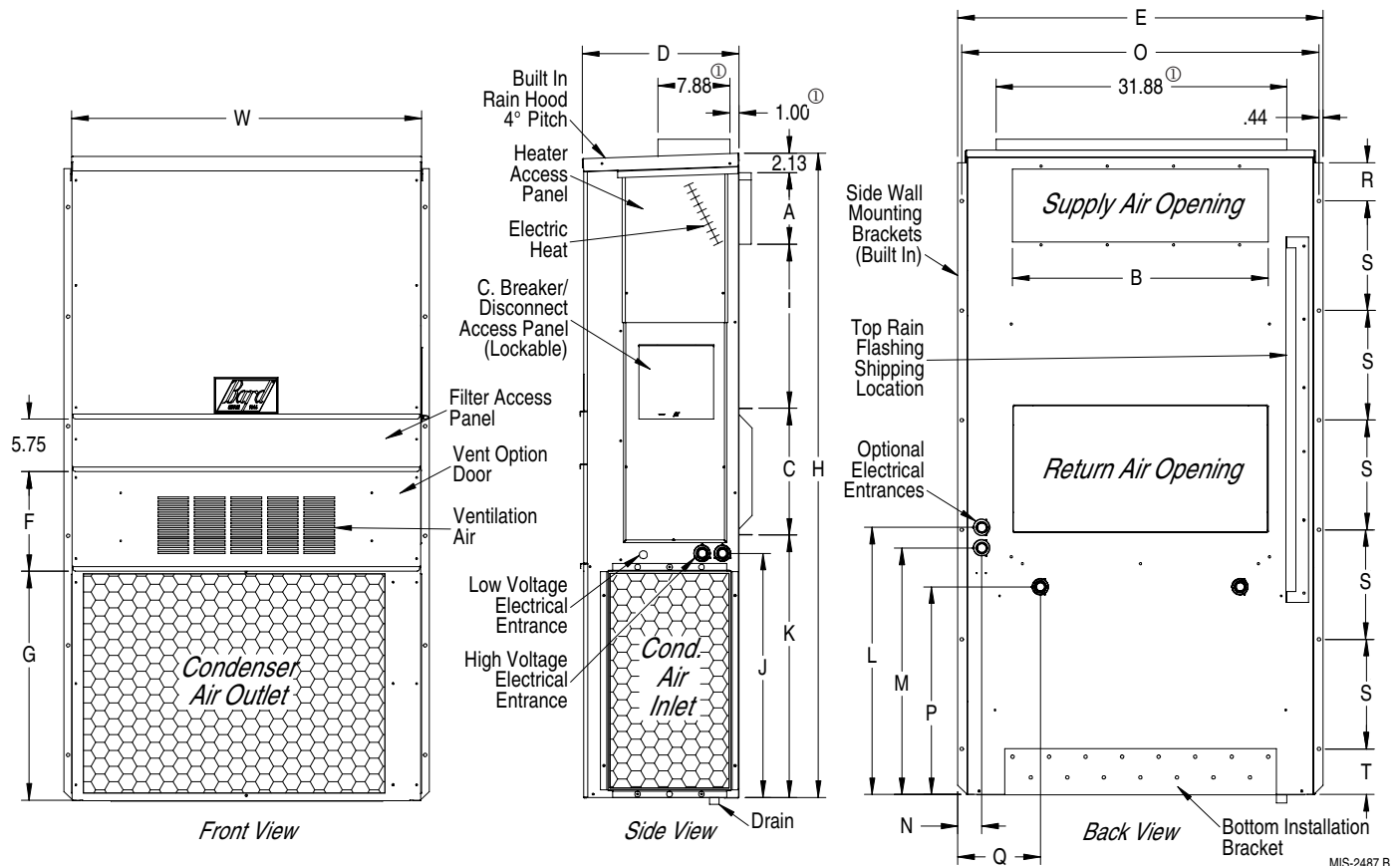
MODELS ①	SUPPLY AIR DUCT FIRST THREE FEET	CABINET
W17A, W18A, W24A	0"	0"
W30A, W36A	1/4"	0"
W42A, W48A, W60A	1/4"	0"

① Refer to the Installation Manual for more detailed information.

## Dimensions of Basic Unit for Architectural and Installation Requirements (Nominal)

MODEL	WIDTH (W)	DEPTH (D)	HEIGHT (H)	SUPPLY		RETURN																
				A	B	C	B	E	F	G	I	J	K	L	M	N	O	P	Q	R	S	T
W17A W18A W24A	33.300	17.125	70.563	7.88	19.88	11.88	19.88	35.00	10.88	25.75	20.56	26.75	28.06	29.25	27.00	2.63	34.13	22.06	10.55	4.19	12.00	5.00
W30A W36A	38.200	17.125	70.563	7.88	27.88	13.88	27.88	40.00	10.88	25.75	17.93	26.75	28.75	29.25	27.00	2.75	39.13	22.75	9.14	4.19	12.00	5.00
W42A W48A W60A	42.075	22.432	84.875	9.88	29.88	15.88	29.88	43.88	13.56	31.66	30.00	32.68	26.94	34.69	32.43	3.37	43.00	23.88	10.00	1.44	16.00	1.88

All dimensions are in inches. Dimensional drawings are not to scale.



① Optional top outlet (factory installed only) for W30A and W36A models only.

Bard Manufacturing Company, Inc.  
Bryan, Ohio 43506  
www.bardhvac.com

Since 1914 . . . Moving ahead, just as planned.

Due to our continuous product improvement policy, all specifications subject to change without notice.

Before purchasing this appliance, read important energy cost and efficiency information available from your retailer.

Form No.  
S3397  
March, 2012

Supersedes: S3397-511

Daybar's LS Series of doors combine many of the must have product features in an economical and cost effective package. These doors offer excellent value and are ideally suited for light commercial and industrial applications. All LS Series doors are manufactured to CSDMA, SDI and HMMA / NAAMM specifications.

Product Feature	LS Series Door
Design	<ul style="list-style-type: none"> <li>Lock Seam</li> <li>Bevelled Edge</li> </ul>
Base Material	A60 Galvanneal
Skin Gages Available	<ul style="list-style-type: none"> <li>20 Gage</li> <li>18 Gage</li> </ul>
Compliance	<ul style="list-style-type: none"> <li>SDI 100</li> <li>Warnock Hersey Fire Rated*</li> <li>Dade County</li> </ul>
Standard Core	1" Kraft Honeycomb Cell
Hinge Reinforcement	10 gage Galvanneal

\*Contact [Product Services](#) for full details



# EPDM

ROOFING SYSTEMS



*"The name trusted in roofing since 1906"*





## OUR PROMISE

### THROUGH ONGOING INTERCHANGE OF EXPERIENCES WITH CONTRACTORS, MULE-HIDE KEEPS ON TOP OF THE LATEST ROOFING REQUIREMENTS AND SOLUTIONS

Trusted in roofing since 1906, Mule-Hide is the right choice for all kinds of installations. Our time-tested and proven systems are affordable and easy to install, and they meet even the strictest demands of today's commercial, industrial, and institutional buildings — always with an eye on the future.

We can help you with everything from membrane selection to determining the best way to ensure a watertight roof. And because providing total roofing systems is our business, you can count on Mule-Hide to ensure the compatibility and performance of any and every component you choose.

## SYSTEM BENEFITS

### MULE-HIDE SYSTEMS MAXIMIZE LABOR SAVINGS & ROOF LIFE-CYCLE SO CONTRACTORS MAXIMIZE PROFITS BY SELLING VALUE NOT LOW PRICE

Mule-Hide EPDM membranes can boast years of proven performance, covering a wide range of lowslope roofing applications, with systems for ballasted, mechanically attached and fully adhered.

- The Fully Adhered System using Acrylic Water Base Bonding Adhesive for fast installation means maximized installed cost value
- Fully Adhered Systems are ideally suited for irregular building configurations as well as steeply sloped commercial roofs, using solvent-based adhesive
- Simple & versatile Mule-Hide Tape Products make installation faster and easier
- UL & FM listed assemblies available



## WARRANTY PROGRAM

Mule-Hide offers an extensive warranty program with several options for commercial projects, including Membrane Warranties, Standard System Warranties and Premium System Warranties. Complete information on the warranties can be found at our website: [www.mulehide.com](http://www.mulehide.com), under the Warranty Information tab.

A Mule-Hide representative inspects all commercial projects for which a Standard System Warranty or a Premium System Warranty is requested prior to the issuance of the warranty. To be eligible for a System Warranty (either Standard or Premium), the installing contractor must be a Mule-Hide Warranty Eligible contractor. More information on becoming a Mule-Hide Warranty Eligible Contractor can be found at our Web site: [www.mulehide.com](http://www.mulehide.com), under the Warranty Information tab.

Mule-Hide also offers a selection of Membrane Warranties that are available for residential (single family dwelling) projects.

## STRENGTH

EPDM is a high tensile strength, single-ply membrane ideal for long-term watertight integrity. EPDM is lightweight, making it ideal for new construction and retrofit systems without adding excessive weight to the roof deck. Meets or exceeds ASTM standards.

## FLEXIBILITY

The membrane remains flexible in hot and cold temperatures so it will not split or crack.

## LONG LIFECYCLE

It provides excellent resistance to ozone and UV and can handle the coldest winters or the desert heat.



## PRODUCT INFORMATION

### THE EPDM SYSTEMS YOU NEED FROM THE PEOPLE YOU TRUST

Mule-Hide membranes are manufactured under strict quality control and are available in a wide range of sheet sizes, lengths and membrane thicknesses through the largest nationwide distribution channel.

#### STANDARD BLACK EPDM MEMBRANE

- The most economical singly-ply membrane
- Ideal for ballasted and fully adhered systems

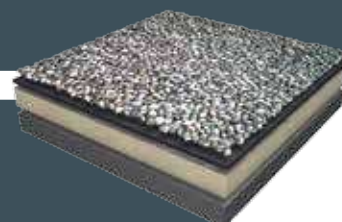
#### STANDARD REINFORCED EPDM MEMBRANE

- Reinforced with tough polyester fabric for superior fatigue, tear, & puncture resistance
- Ideal for mechanically attached systems

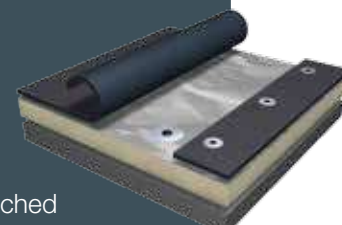
#### WHITE-ON-BLACK EPDM MEMBRANE

- Reflects the sunlight & cools the building interior leading to lower BTU usage and energy costs
- Fully adhered application is required
- Meets CA Title 24, CRRC® rated and ENERGY STAR® listed

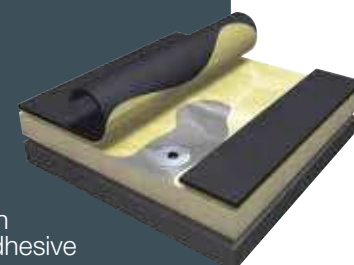
EPDM  
Ballasted



EPDM  
Mechanically-Attached



EPDM  
Fully-Adhered with  
Solvent-Based Adhesive



EPDM  
Fully-Adhered  
with Water Base  
Bonding Adhesive



MATERIAL	MATERIAL THICKNESS	STANDARD WIDTH	STANDARD LENGTH	AVAILABLE PRE-CLEANED	AVAILABLE WARRANTY
Standard Black EPDM Membrane	45 mil	7' - 50'	50' - 100'		10, 15 yr
	60 mil	10' - 40'	50' - 100'	Yes	10, 15, 20 yr
	90 mil	10'	50' - 100'	Yes	10, 15, 20, 30 yr
Standard Black EPDM Membrane (Pre-Taped)	45 mil	10'	100'		10, 15 yr
	60 mil	10'	100'		10, 15, 20 yr
Standard Reinforced EPDM Membrane	45 mil	8' - 10'	100'	Yes	10, 15 yr
	60 mil	8' - 10'	100'	Yes	10, 15, 20 yr
Standard Reinforced EPDM Membrane (Pre-Taped)	45 mil	10'	100'		10, 15 yr
	60 mil	10'	100'		10, 15 yr
White-On-Black EPDM Membrane	45 mil	20'	100'		10, 15 yr
	60 mil	10'	50' - 100'		10, 15, 20 yr
White-On-Black EPDM Membrane (Pre-Taped)	45 mil	20'	100'		10, 15 yr
	60 mil	10' - 20'	100'		10, 15, 20 yr
FR Reinforced EPDM Membrane	45 mil	8' - 10'	100'		10, 15 yr
	60 mil	8' - 10'	100'		10, 15 yr

This chart is used for a general guideline. Additional sizes may be available. Please contact Mule-Hide Customer Service at 800-786-1492 or go to our website at [www.mulehide.com](http://www.mulehide.com) for specific product information.



## PRE-TAPED EPDM

### FACTORY-CONTROLLED PRODUCTION ENSURES RELIABLE SEAMING WITH GREATER PEEL AND SHEAR STRENGTH AND NO ENTRAPPED AIR BUBBLES

- Ensures consistent placement of the tape to maximize the splice area by controlling the placement within +/- 1/8"
- Can improve seaming productivity by up to 75% to get from job to job fast and reduce labor
- Reduces materials to load on roof – plus less waste and disposal

### WIDE RANGE OF SIZES

- Available in sizes to meet the needs of various project requirements
- 2-Pack (2 sheets per core) means quicker roof loading and reduced waste – also ideal when narrow width sheeting is needed
- Wide-width dusted sheeting for large, wide-open projects.
- Both 3" and 6" tape widths



## ACRYLIC WATER-BASE BONDING ADHESIVE

### FULLY ADHERING EPDM WITH MULE-HIDE ACRYLIC WATER- BASE BONDING ADHESIVE REQUIRES FEWER WORKERS. EASIER SHEET POSITIONING MEANS FEWER CALLBACKS

- Faster roofs
- Labor savings
- Crew retention
- Fully adhered
- Mechanically attached & ballasted (only for FA-EPDM)



## WHITE-ON-BLACK EPDM MEMBRANE

- Reflects the sunlight & cools the building interior leading to lower BTU usage and energy costs
- Fully adhered application is required
- Meets CA Title 24, CRRC® rated and ENERGY STAR® listed



## WHY MULE-HIDE?

### WE HELP YOU GROW YOUR BUSINESS

When you choose Mule-Hide roofing materials for a project, you get more than just the best products from a company that's been helping contractors for over a century now. You also get individualized service designed to help you get the job done right the first time – so you can get on to the next job, and get that one done right, as well. Mule-Hide products are available through the nation's largest distribution channel, and we truly care about your success.



## EPDM ACCESSORIES



- Adhesives – Acrylic Water Base Bonding Adhesive (solvent based), Black Splice Adhesive, White Splice Adhesive, Single Seal Adhesive (black only)
- Seam Cleaners – black and clear
- Tapes & Tape Primer – seams are completed fast and easy with In-Seam Tape and Tape Primer
- Sealants & Caulks – Pourable Sealer, Lap Sealants (black & white), Water Cut-off Mastic
- Reinforced Membrane Strips – Standard 6" RMS, or fast and easy, 6" RMS with Tape – reduces installation time since no Splice Adhesive is needed
- Flashings – Uncured Flashing Tape, Uncured Flashing, and Cured Cover Tape
- Pipe Boots & pre-fabricated accessories – Premolded EPDM Pipe Boots, Premolded EPDM Pipe Boots with Tape for pipe flashings and penetrations – just prime peel, stick, and caulk edges. Pre-cut Corners (inside/outside) can also be used for t-joint patches. Pourable Sealer Pockets – allow easy field fabrication versus metal. Popular Walkway Pads.
- Fastener Accessories – Drill Point and Thread Point (for insulation only) HDP & EHD Fasteners, Insulated Plates and Seam Plates
- All Purpose Bar – use as anchor, batten, and termination bar
- Polyisocyanurate Insulation
- DensDeck®
- SECUROCK®



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*“The name trusted in roofing since 1906”*

**Customer Line: 800-786-1492 • [www.mulehide.com](http://www.mulehide.com)**

*Check our website monthly for the latest updates & technical bulletins.*

**National Support Center • 1195 Prince Hall Drive • Beloit, WI 53511 • tel. 608.365.3111 • fax. 608.365.7852**

The information herein should not be considered all-inclusive and should always be accompanied by a review of the Mule-Hide specifications and guidelines and good application practices.

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**Veneer Surface | Hollow Core Doors | Non-Rated**  
*Environmental*

Standard Models STD HC

Environmental Models: STD HC-NAUF

**Product Features and Specifications    Interior use only**
**Thickness** 1-3/4", 1-3/8"

**Maximum Size** 4 x 8 Singles 8 x 8 Pairs

**Minimum Size** 0-8" Minimum width 1-10' Minimum length

**Surface Material** Wood Veneer

**Crossbands** High Density Fiberboard

**Vertical Edges** Mill Option Softwood-Veneered edge available upon request

**Horizontal Edges** Mill Option Softwood

**Face & Core Assembly Adhesive** Type 1

**Core** Kraft Paper \*Lock blocks: (Two) Mill Option Lumber or SCL

**Lite Openings** Wood  
Metal Vision Frame

**Louvers** Wood

**Factory Finish Options** •Clear, Standard Stain, Custom Color. Meets WDMA TR-8 and AWS System 9.

**Warranty** 1 Year-Interior Use Only

**Security Ratings** N/A

**Acoustic Ratings** N/A

**Environmental Options & LEED Credit Contribution**  
**(Not all credits may be available with some constructions)**

- Recycled Content- all models
- Certified Wood-upon request (Contact Sales)
- Low-Emitting Materials- all NAUF models
- No Added Urea Formaldehyde Resins
- CARB Phase II Compliant

**Quality Standards** Aesthetic: WDMA I.S.1A Architectural Wood Flush Doors (Custom Grade Only)  
**(Quality Assurance/ Industry Standards)** Other association aesthetic standards upon request

Note: Mohawk Doors® are manufactured per the standards listed on this page.

– Specifications are subject to change without notice.

\*Note: Fire-Rated doors will be constructed per label service listing and may deviate from above.



Door Frames

#### 1. Product Name

Prefinished Steel Frames for Interior and Exterior Doors

#### 2. Manufacturer

Rediframe Door Frames  
a Division of Dunbarton Door & Entry Systems  
868 Murray Road  
Dothan, AL 36303  
(800) 633-7553  
(334) 794-0661  
Fax: (334) 793-3462  
E-mail: sales@dunbarton.com  
www.dunbarton.com

#### 3. Product Description

##### BASIC USE

Rediframe is a factory prefinished steel door frame delivered to the project in boxes for field assembly. Factory standard die-cut mitered steel casing is provided with the frames. Optional 2 1/4" (57 mm) aluminum casings or S56 Colonial steel is available. Frames can be ordered so that wood (supplied by others) trim can be installed. 18 and 20 gage frame profiles are roll formed or press broken to standard Rediframe and custom profiles. They are available in standard or kerf profiles and are suitable for interior and exterior openings. Rediframe is designed for commercial door frame openings, such as hotels, offices, assisted living and public housing, as well as light commercial and residential frame openings in multifamily housing and single family dwellings.

Double rabbet, single rabbet and cased opening jamb profiles are standard; frames can be manufactured to fit specified wall thicknesses from 2 5/8" - 13" (67 - 330 mm).

Rediframes are installed by sleeving the frame over the finish and placing screws through the face of the frame; then the casing is snapped in place to conceal the fasteners.

##### COMPOSITION & MATERIALS

- Frame members - Formed from commercial quality cold rolled steel to ASTM A366 or galvanized (A40) steel to ASTM A653



Harris McHaney Realtors, Rogers, AR

- Trim members - Formed from commercial quality cold rolled steel to ASTM A366 or galvanized (A40) steel to ASTM A653
- 18 and 20 gage frames - Prepared for 1 3/8" or 1 3/4" (35 or 44 mm) doors
- Hinge reinforcements - 10 gage or equivalent number of threads
- Lock strike - 14 gage or equivalent number of threads per SDI-107

##### TYPES

Conventional Rediframe types:

- Single swing
- Pair door
- Cased opening
- Communicating
- Dutch

Specialty Rediframes:

- Borrowed lites
- Sidelites
- Pocket
- Transom

##### HARDWARE PREPARATION

Hardware locations are per Rediframe standard locations with custom locations available.

- Frames for 1 3/4" (44 mm) door frames are embossed for standard template butt hinges from 4" x 4" (102 x 102 mm) to 4" x 5" (102 x 127 mm). 1 3/4" (44 mm) frames are embossed for

adjustable 4 7/8" (124 mm) ASA universal strike (patented) or for 2 3/4" (70 mm) adjustable T strike. Deadbolt and other special hardware preps are available

- Frames for 1 3/8" (35 mm) doors are embossed for 3 1/2" x 1/4" (89 x 6.4 mm) or 3 1/2" x 5/8" (89 x 15.9 mm) radius standard weight template hinges and 2 3/4" (70 mm) cylindrical lock strike
- 4" x 5/8" (102 x 15.9 mm) radius universal hinge is available for insulated steel entry doors with non-template or template hole patterns

##### COLORS, FINISHES

Finish paint or prime paint is baked-on enamel electrostatically applied over chemically treated, cold rolled or galvanized steel. Dry film thickness is  $\pm 1.0$  mil (0.025 mm). Prime finish is a suitable base for field painting.

Standard colors:

- Rediframe Brown
- Bright White
- Ivory
- Prime Grey

Premium colors:

- Mojave Brown
- Light Grey
- Tan
- Black
- Alusteel





JW Marriott Hotel, Grand Rapids, MI

### LIMITATIONS

Rediframe's responsibility does not include glass, glazing, installation of frames or protection of items furnished. Doors, accessories and builders' hardware are provided by others.

### 4. Technical Data

#### APPLICABLE STANDARDS

##### American National Standards Institute (ANSI)

- ANSI 115.1 Specifications for Steel Door and Frame Preparation for Hardware
- ANSI A224.1 Accelerated Physical Endurance Test Procedure for Steel Doors, Frames and Frame Anchors
- ANSI A250.5 Accelerated Physical Endurance Test Procedure for Steel Doors, Frames and Frame Anchors

##### ASTM International

- ASTM A366 Standard Specification for Commercial Steel (CS) Sheet, Carbon (0.15 Maximum Percent) Cold-Rolled
- ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus
- ASTM D1735 Standard Practice for Testing Water Resistance of Coatings Using Water Fog Apparatus
- ASTM D3363 Standard Test Method for Film Hardness by Pencil Test

##### National Fire Protection Association (NFPA)

- NFPA 80 Fire Doors and Windows

##### Steel Door Institute (SDI) - SDI-107 Hardware on Steel Doors (Reinforcement - Application)

##### Underwriters Laboratories, Inc. (UL)

- UL 10B Standard for Safety for Fire Tests of Door Assemblies
- UL 10C Standard for Positive Pressure Fire Tests of Door Assemblies

##### Underwriters' Laboratories of Canada Ltd. (ULC) - CAN 4-S104 Fire Tests of Door Assemblies

#### PERFORMANCE

- 18 and 20 gage Rediframes are of a type that has been tested for physical endurance in accordance with ANSI A250.5 for a Level A duration of 1,000,000 cycles
- Finish paint conforms to criteria set forth by ANSI A224.1, which includes conformance to ASTM humidity, impact, film adhesion and salt spray tests

#### FIRE RATINGS

All Warnock Hersey labeled fire door frames are of a type that has been tested in accordance with CAN 4-S104, CSFM 43.7, UL 10B and UL 10C for up to 90 minute rated assemblies. An embossed or physical label is affixed to the frame as evidence the frame assembly was manufactured in accordance with specific Warnock Hersey procedures.

### 5. Installation

#### PREPARATORY WORK

Store in a dry, well-ventilated shelter or building at a habitable constant temperature prior to installation.

#### METHODS

Rediframes must be installed by installers that have passed the Rediframe online certified installer course. Trained installers' names shall be listed on the Rediframe website.

### 6. Availability & Cost

#### AVAILABILITY

Conventional and specialty frames are manufactured in Dothan, AL. They are marketed through a nationwide network of distributors, and can be quickly fabricated and shipped throughout the U.S. from the factory or by a local Rediframe distributor. A network of factory approved MOD shops is available throughout the United States.



JW Marriott Hotel, Grand Rapids, MI

### 7. Warranty

Rediframe Door Frames warrants to the original consumer that its Rediframe Prefinished Steel Door Frame will be free from defects in material and workmanship for a period of 1 year from the date of purchase. Product must be installed in accordance with the recommended written installation instructions of Rediframe Door Frames with established building practices. At the option of Rediframe Door Frames, the defective product will be repaired, or replaced, or the purchase price refunded. Liability is limited to repair, replacement or refund and does not include labor, installation costs or indirect damages of any nature. See actual warranty for complete details of coverage.

### 8. Maintenance

Little or no maintenance is required beyond simple, routine cleaning. All coatings are designed for long wear and chip resistance.

### 9. Technical Services

Technical services are managed by Dunbarton Door and Entry Systems, Rediframe Door Frames, at its headquarters in Dothan, AL.

### 10. Filing Systems

- Reed First Source®
- MANU-SPEC®
- Additional product information is available from the manufacturer.





**Sapa Extrusions, LLC (REDD Team)**  
**PREFABRICATED GENERAL CODE ALUMINUM STAIR SYSTEM**  
**SPECIFICATIONS**

(PLACE AN "X" IN THE BOX ☐ NEXT TO ALL APPLICABLE ITEMS)

SCOPE OF WORK: PROVIDE PREFABRICATED ALUMINUM STAIR SYSTEMS

4, 5, 6, 7 Riser at 7" Rise

**PART 1 - SUBMITTALS**

- 1.1 Product literature with bid.
- 1.2 Warranty information with bid.
- 1.3 Drawings (if requested) upon receipt of purchase order.
- 1.4 Engineering: Provide sealed professional engineered drawings upon request.

**PART 2 - QUALITY ASSURANCE**

- 2.1 Manufacturer: Sapa Extrusions LLC (REDD Team), 125 Superior Drive Delhi, LA 71232. Call toll free: 1-800-779-5509. Fax 1-866-840-4566. Find our web site at <http://www.reddteam.com> or e-mail us at [AAR-ReddTeamCustomerService@sapagroup.com](mailto:AAR-ReddTeamCustomerService@sapagroup.com). Any alternate manufacturer must be approved prior to bid opening.
- 2.2 Stair and landing components shall be universal so that a stair system can be assembled for left, right, or perpendicular access.
- 2.3 Design of the aluminum members shall conform to the current edition of the Aluminum Association Specifications and Guidelines for Aluminum Structures.
- 2.4 Aluminum welding shall be in accordance with the ANSI/AWS D1.2-97 GMAW process shall be performed by experienced operators.
- 2.5 All exposed surfaces shall be smooth and free of sharp or jagged edges.
- 2.6 Warranty: Sapa Fabricated Products (REDD Team), warrants its products to be free from defects in material and workmanship for a period of (1) one year beginning at date of delivery of product. This warranty excludes any defects resulting from abnormal use in installation or service, accidental or intentional damage or any occurrences beyond the manufacturer's control.



**PART 3 - PRODUCTS**

- 3.1 **STAIRWAYS** (Always check local ordinances and building codes)
  - 3.1.1 Engineering
    - a. Stair treads and stringers shall be designed for a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds over an area of 4 square inches.
  - 3.1.2 Materials
    - a. Stair treads, stringers, and risers shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.
  - 3.1.3 Design
    - a. Stair treads shall be prefabricated in typical 4'-5" width. All treads have ADA compliant nosing.
    - b. Series 7" stairways shall be prefabricated to match a threshold height of:  
☐ 28"   ☐ 35"   ☐ 42"   ☐ 49"



### 3.2 **LANDINGS**

#### 3.2.1 Engineering

- a. Landings shall be designed for a uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

#### 3.2.2 Materials

- a. Landings shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

#### 3.2.3 Design

- a. Landings shall be prefabricated in typical 5'-1 1/2" X 5'-1 1/2" sections.  
(Customer shall be responsible for compliance with his or her local ordinances and building codes.)
- c. Landings will be designed for variable heights.

### 3.3 **LEGS**

#### 3.3.1 Engineering

- a. The legs shall be designed to support the stair and landing sections. (See Uniform Live Load Specification 3.1.1.a & 3.2.1.a)

#### 3.3.2 Materials

- a. Legs shall be constructed using 6061-T6 aluminum alloy.
- b. All bolt hardware shall be stainless steel grade 304.

#### 3.3.3 Design

- a. The legs shall telescope to allow for various height adjustments.
- b. All legs shall be thru bolted using stainless steel bolts grade 304.
- c. All legs shall have 1/4" X 5" X 8" pads.

### 3.4 **LANDING RAILS AND STAIR RAILS**

#### 3.4.1 Engineering

- a. Handrails shall be designed to resist a concentrated load of 200 pounds applied at any point and in any direction at the top of the rail.
- b. Handrails shall be designed to resist a load of 50 pounds per linear foot applied in any direction at the top of the rail..

#### 3.4.2 Materials

- a. All landing rails and stair rails shall be aluminum construction alloy 6061-T6 & 6063-T5.

#### 3.4.3 Design

- a. Stair rail gripping surface shall be smooth and continuous.
- b. Stair hand rail shall be 34" high from the nose of the tread to top of the rail (measured perpendicularly from the tread nose).
- c. Stair top rail shall be 1 1/4" Sch. 40 aluminum pipe with a barrier system of: 4 inch spaced vertical pickets.
- d. Landing rails shall form a 42" high protective barrier such that a 4" sphere cannot pass through any opening in the landing rail.

### 3.5 **FINISHING**

#### 3.5.1 Landing rails and stair rails shall be:

- a. Mill finish

### 3.6 **DECKING**

#### 3.6.1 Decking shall be:

- a. Slip resistant perforated extruded aluminum self-mating deck.

Rev 12/11/12



**Sapa Extrusions LLC  
(REDD Team)**

**UNIVERSAL RAMP SYSTEM SPECIFICATIONS**

(PLACE AN "X" IN THE BOX ☐ BY ALL APPLICABLE ITEMS)

**OVERVIEW**

SCOPE OF WORK: PROVIDE PREFABRICATED  
MODULAR ALUMINUM ACCESS RAMPS

**PART 1 - SUBMITTALS**

- 1.1 Product Literature must be submitted with bid.
- 1.2 Warranty must be submitted with bid.
- 1.3 Shop Drawings: Include detailed shop drawings upon receipt of purchase order.
- 1.4 Engineering: Provide sealed professional engineering drawings upon request.

**PART 2 - QUALITY ASSURANCE**

- 2.1 Manufacturer: Sapa Extrusions LLC (REDD Team), 125 Superior Drive Delhi, LA 71232. Call toll free: 1-800-779-5509. Fax 1-866-840-4566. Find our web site at <http://www.reddteam.com> or e-mail us at [AAR-ReddTeamCustomerService@sapagroup.com](mailto:AAR-ReddTeamCustomerService@sapagroup.com). Any alternate manufacturer must be approved prior to bid opening.
- 2.2 All components shall be universal so that a ramp system can be relocated and assembled into many different configurations.
- 2.3 Design of the aluminum members shall conform to the Current Edition of the Aluminum Association Specifications and Guidelines for Aluminum Structures.
- 2.4 Aluminum welding shall be in accordance with the ANSI/AWS D1.2-97 gas metal arc welding process and shall be performed by experienced operators.
- 2.5 All exposed surfaces shall be smooth and free of sharp or jagged edges.
- 2.6 Warranty: Sapa Extrusions LLC. (REDD Team), warrants its products to be free from defects in material and workmanship in the course of manufacturing for a period of one year beginning at date of delivery of product. This warranty excludes any defects resulting from abnormal use in installation, service, accidental or intentional damage or any occurrences beyond the manufacturer's control.

**PART 3 - PRODUCTS**

**3.1 RAMP SECTIONS**

**3.1.1 Engineering**

- a. Ramp Sections shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

**3.1.2 Materials**

**3.1.3 Design**

- a. Ramp sections shall be prefabricated in typical 6', 8' and 10' lengths. Custom lengths shall be fabricated as requested.
- b. All ramp sections shall be designed for variable heights and slopes.
- c. Ramp walking surface width shall be:  
☐ 36 inches ☐ 48 inches ☐ 60 inches ☐ Other
- d. The walking surface of the ramp shall be continuous, without gaps, and shall be 1 ½ inch X 6 inch and/or 1 ½ inch X 8 inch self mating aluminum deck with extruded slip resistant surface. Coefficient of friction shall be .93.
- e. All ramp sections shall have a 3" minimum curb or toe plate.

**3.2 LANDINGS**

**3.2.1 Engineering**

- a. Landings shall be designed for a minimum uniform live load of 100 pounds per square foot and a concentrated vertical load of 300 pounds distributed uniformly over an area of 1 square foot.

**3.2.2 Materials**

- a. Landings shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

**3.2.3 Design**

- a. Landings shall be prefabricated in typical 5'-4" X 5'-4" sections. Larger sizes will be fabricated as required by local codes and for specific applications as indicated on drawings.
- b. Landings shall be designed for variable heights.
- c. The walking surface of the landing shall be continuous, without gaps, and shall be 1 ½" X 6 inch and/or 1 ½" X 8" self mating aluminum deck with extruded slip resistant surface.

**3.3 LEGS**

**3.3.1 Engineering**

- a. The legs shall be designed to support the ramp and landing sections. (See sections 3.1.1.a & 3.2.1.a)

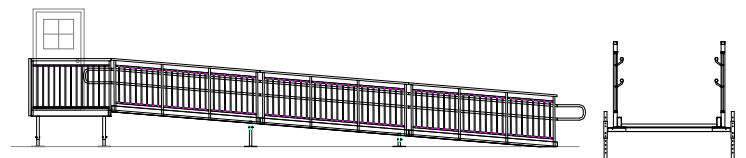
**3.3.2 Materials**

- a. Legs shall be all aluminum construction alloy 6061-T6.
- b. All fasteners shall be grade 304 stainless steel.

**3.3.3 Design**

- a. The legs shall telescope and allow for height and slope adjustments. The legs shall be designed so that they will be perpendicular to the ground and vertical loads are transmitted axially through them regardless of the slope.
- b. All legs shall be through bolted using stainless steel bolts grade 304.
- c. All legs shall have ¼" X 6" X 10" pads.

**☐ 3.4 42" TALL VERTICAL PICKET GUARDRAILS WITH 34" AND OPTIONAL 23" HANDRAILS**



- a. Ramp Sections shall be constructed using 6000 series aluminum alloy with 6061-T6 for primary structural components.

#### 3.4.1 Engineering

- a. Guardrails and handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail or handrail and to transfer this load through the supports to the structure.
- b. Guardrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guardrail height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guardrail.
- c. Guardrails shall be designed and constructed to resist a 200 pound concentrated horizontal load applied over a one square foot area at any point in the system. Note: The loading of 3.4.1.a, 3.4.1.b and 3.4.1.c shall not be applied simultaneously.
- d. Handrails shall be designed and constructed to resist a load of 50 lbs per linear foot applied in any direction. Note: The loading conditions of 3.4.1.a and 3.4.1.d shall not be applied simultaneously.

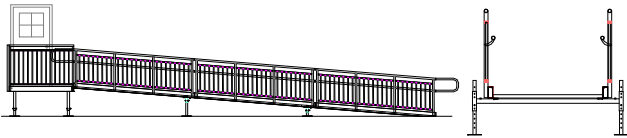
#### 3.4.2 Materials

- a. All handrail and guardrail shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

#### 3.4.3 Design

- a. Handrail gripping surface shall be smooth and continuous throughout ramp sections and landings.
- b. The upper handrail shall be 1 ¼" schedule 40 pipe. The top of the upper handrail shall be placed 34" above the walking surface.
- c. ☐ Optional lower handrail shall be 1 ¼" schedule 40 pipe. The top of the lower handrail shall be 23" above the walking surface.
- d. Guardrails shall form a protective barrier of a minimum of 42" high. Guardrails shall be designed such that a 4" sphere cannot pass through any opening.

### ☐ 3.5 34" OR 38" TALL VERTICAL PICKET HANDRAILS WITH OPTIONAL 26" HANDRAILS



#### 3.5.1 Engineering

- a. Guardrails and handrails shall be designed to resist a single concentrated load of 200 pounds applied at any point and in any direction at the top of the guardrail or handrail and to transfer this load through the supports to the structure.
- b. Guardrails shall be designed and constructed to resist a load of 50 pounds per linear foot applied horizontally at the required guardrail height and a simultaneous load of 100 pounds per linear foot applied vertically downward at the top of the guardrail.

- c. Guardrails shall be designed and constructed to resist a 200 pound concentrated horizontal load applied over a one square foot area at any point in the system. Note: The above loading shall not be applied simultaneously.

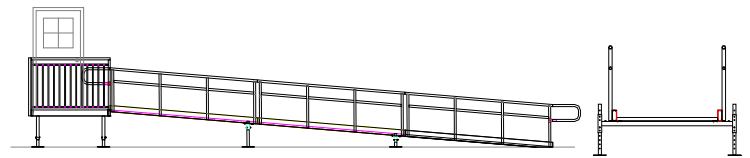
#### 3.5.2 Materials

- a. All Handrails and Guardrails shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

#### 3.5.3 Design

- a. Handrail gripping surface shall be smooth and continuous throughout ramp sections and landings.
- b. The upper handrail (top cap) shall be 1 ¼" schedule 40 pipe. The top of the upper handrail shall be placed 34" or 38" above the walking surface.
- c. ☐ Optional lower handrail shall be 1 ¼" schedule 40 pipe. The top of the lower handrail shall be 26" above the walking surface.
- d. Handrails shall form a protective barrier of a minimum of 34" or 38" high. Handrails shall be designed such that a 4" sphere cannot pass through any opening.

### ☐ 3.6 34" OR 38" TALL TWO LINE HANDRAILS



#### 3.6.1 Engineering

- a. Two Line Handrails shall be designed to resist a concentrated load of 200 pounds applied at any point and in any direction. Handrails shall also be designed to resist a load of 50 pounds per linear foot in any direction. Note: The above loadings shall not be applied simultaneously.

#### 3.6.2 Materials

- a. All Handrails shall be aluminum construction alloy 6061-T6, 6063-T5 or 6063-T6.

#### 3.6.3 Design

- a. Handrail gripping surface shall be smooth and continuous throughout ramp sections.
- b. Handrails shall be 1 ¼" schedule 40 pipe. The top of the handrail shall be placed 34" or 38" above the walking surface.

#### 3.7 FINISHING

- a. ☐ Handrails and Guardrails shall be mill finish.

Copyright Sapa Extrusions LLC. (REDD Team) Revised 12-11-12

**Sapa Extrusions LLC, (REDD Team)**

125 Superior Drive Delhi, LA 71232

CALL 1-800-779-5509 ♦ Fax: 1-866-840-4566



Neyland II 20

broadloom specifications

style name	neyland ii 20	
style number	50510	
construction	level loop	
fiber	90% permacolor polypropylene / 10% bcf nylon	
dye method	100% solution dyed	
	english	metric
	.....	
pattern repeat	none	
tufted weight	20.0	678.11 g/m²
gauge	1/10	39.37 per 10 cm
stitches per inch	11.0	43.31 per 10 cm
finished pile thickness	0.118	3.00 mm
total thickness	0.273	6.93 mm
average density	6102	11.36 kilotex
product size	12 foot	3.66 m
primary backing	synthetic	
secondary backing	classicbac®	
protective treatments		

testing

radiant panel	class II
nbs smoke	less than 450
electrostatic propensity	less than 3.5 kv

warranties

ten year commercial limited

installation method

direct glue

coordinating products



Specifications are subject to change without notice.  
Material supply and/or manufacturing processes may necessitate changes without notice.

[www.phillyqueencommercial.com](http://www.phillyqueencommercial.com) | 800-441-7429



Purchase and Turnkey Installation of a Double Wide  
Trailer  
Solicitation # F-4506-16-RD

Closing Date: Apr 21, 2016

Location: City Hall/Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

Supplier: **Advanced Modular Structures, Inc.**



## **ACKNOWLEDGMENT AND SIGNATURE PAGE**

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Advanced Modular Structures, Inc.** Federal Tax Identification Number: **65-1092574**

If Corporation - Date Incorporated/Organized: **3/13/01**

State Incorporated/Organized: **Florida**

Company Operating Address: **1911 NW 15 Street**

City **Pompano Beach** State **FL** Zip Code **33069**

Remittance Address (if different from ordering address):

City   State   Zip Code

Company Contact Person: **Patti Willis** Email Address: **buildings@advancedmodular.com**

Phone Number (include area code): **9549601550** Fax Number (include area code): **9549600747**

Company's Internet Web Address: **advancedmodular.com**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **Patricia A. Willis**      Date **4-11-16**

Type or Print Name: **Patricia A. Willis**

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



City of Hollywood, Florida  
Solicitation # F-4506-16-RD

Issue Date

**SUBMISSION**

Proposal Due Date: Apr 21, 2016 3:00:00 PM EDT

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

**Important Notice:**

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.



**Supplier: Advanced Modular Structures, Inc.**



## **CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

**Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer**

Issue Date

## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 INSTRUCTIONS TO BIDDERS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

### 1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

### 1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

### 1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for

the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

#### 1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

#### 1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

#### 1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

#### 1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

#### 1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### 1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

#### 1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

#### 1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the

proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

#### 1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Ralph Dierks  
City of Hollywood  
Attention: Ralph Dierks  
Phone: 954-921-3223  
Fax:  
E-mail: RDIERKS@hollywoodfl.org

and,

To the Contract Compliance Officer:  
Paul A. Bassar  
Office of the City Manager  
P.O. Box 229045  
Hollywood, FL 33022-9045  
Phone: (954) 921-3628 Fax: (954) 921-3086  
Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### 1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

#### 1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

#### 1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

#### 1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

#### 1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

## 1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

## 1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

## 1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

## 1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

## 1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

## 1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. 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).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### 1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### 1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

#### 1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

#### 1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive



and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

#### 1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

#### 1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

#### 1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### 1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

#### 1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation,

at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

#### 1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

#### 1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance

with applicable accounting and financial standards at no cost to the City.

#### 1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 954-921-3223.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to [RDIERKS@hollywoodfl.org](mailto:RDIERKS@hollywoodfl.org).

#### 1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

#### 1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

#### 1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: [www.hollywoodfl.org](http://www.hollywoodfl.org)

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

#### 1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

#### 1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

#### 1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

#### 1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

#### 1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

#### 1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

#### 1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

#### 1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

#### 1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

#### 1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

#### 1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally

necessary.

#### 1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

#### 1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

#### 1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

#### 1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

#### 1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

#### 1.61 PUBLIC ENTITY CRIMES

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

#### 1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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.

#### 1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the

bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

#### 1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

#### 1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

#### 1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: [www.hollywoodfl.org](http://www.hollywoodfl.org)

#### 1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

#### 1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the

results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

#### 1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

#### 1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### 1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with



such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

#### 1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

#### 1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

#### 1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### 1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

#### 1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### 1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### 1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days

of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### 1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### 1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate

documentation, and adequate procedures for determining the allowability and allocability of costs.

#### 1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### 1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

#### 1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn

therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### 1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### 1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

F. All compensation pursuant to this Article is subject to audit.

#### 1.88 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below;  
and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### 1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,



C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### 1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### 1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the

Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

#### 1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

#### 1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### 1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### 1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

#### 1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs

that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

#### 1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

#### 1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### 1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### 1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

#### 1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

**Owner:** The term Owner as used in this Contract shall mean the City of Hollywood.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

**Project:** The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the Work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

**The words "Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

**The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import** to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Advanced Modular Structures, Inc.**



## **HOLD HARMLESS AND INDEMNITY CLAUSE**

**Advanced Modular Structures, Inc.**

**(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

**Patricia A. Willis**

Signature

**Advanced Modular Structures, Inc.**

Name of Company

**Patricia A. Willis**

Printed Name

**Treasurer**

Title

Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



**NONCOLLUSION AFFIDAVIT**

**STATE OF:** Florida

**COUNTY OF:** **Borward**, being first duly sworn, deposes and says that:

- (1) He/she is **Treasurer** of **Advanced Modular Structures, Inc.**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding 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 Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Patricia A. Willis**  
Signature  
**Advanced Modular Structures, Inc.**  
Name of Company

**Patricia A. Willis**  
Printed Name  
**Treasurer**  
Title

Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer





## **SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to **City of Hollywood**

By **Patricia A Willis** for **Advanced Modular Structures, Inc.**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **1911 NW 15 Street, Pompano Beach, FL 33069**

and if applicable its Federal Employer Identification Number (FEIN) is **65-1092574** If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

**X**Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the

entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

**Patricia A Willis**  
Signature  
**Advanced Modular Structures, Inc.**  
Name of Company

**Patricia A Willis**  
Printed Name  
**Treasurer**  
Title

Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer

Supplier: **Advanced Modular Structures, Inc.**



## **CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, 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 governmental entity (Federal, State, or local) 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 application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

**Advanced Modular Structures, Inc.**  
**1911 NW 15 Street**  
**Pompano Beach, FL 33069**

Application Number and/or Project Name:

**Purchase and Turnkey Installation of a Double Wide Trailer – Solicitation #F-4506-16-RD**

Applicant IRS/Vendor Number: **65-1092574**

**Patricia A Willis**  
Signature  
**Advanced Modular Structures, Inc.**  
Name of Company

**Patricia A Willis**  
Printed Name  
**Treasurer**  
Title

Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

**Supplier: Advanced Modular Structures, Inc.**



## **DRUG-FREE WORKPLACE PROGRAM**

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 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 these requirements.

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

**Patricia A Willis**  
VENDOR'S SIGNATURE

**Patricia A Willis**  
PRINTED NAME

**Advanced Modular Structures, Inc.**  
NAME OF COMPANY

**Treasurer**  
TITLE

Bid/RFP/RFQ Number: F-4506-16-RD Title: Purchase and Turnkey Installation of a Double Wide Trailer

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

Supplier: **Advanced Modular Structures, Inc.**



## REFERENCES

F-4506-16-RD Purchase and Turnkey Installation of a Double Wide Trailer

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:	General Services Administration		
Address:	77 Forsyth St., Room T8		
City, State, ZIP:	Atlanta, GA 30303	Phone Number:	440-331-0221
Point of Contact:	Wes Zehms	Fax Number:	
Email:	wesley.zehms@gsa.gov		
Explain How This Referenced Work Is Similar To This Request: Designed, fabricated and installed turn-key (1) 5,160 SF modular office. Included all utility connections, ramps, decks, awnings, parking lot striping and signage. Project installed on existing asphalt.			
Date service was provided: May 2015			

Company Name:	Miami-Dade Internal Services Dept.		
Address:	111 NW 1st St., Ste 2410		
City, State, ZIP:	Miami, FL 33128-1909	Phone Number:	305-375-1112
Point of Contact:	Frank Suarez	Fax Number:	305-375-1125
Email:	fsuarez@miamidade.gov		
Explain How This Referenced Work Is Similar To This Request: Designed, fabricated and installed approx. 5,000 SF of modular office space and police training facility. Project was turn-key including all related site work. (Building pad, utilities, ramps, decks, awnings, sidewalks, etc...)			
Date service was provided: April 2016			

Company Name:	City of Miramar		
Address:	2300 Civic Center Place		
City, State, ZIP:	Miramar, FL 33025	Phone Number:	954-602-4985
Point of Contact:	Chief Scott Rector	Fax Number:	954-602-3740
Email:	ssrector@miramarfl.gov		
Explain How This Referenced Work Is Similar To This Request: Fabricated and installed turn-key (1) 2800 SF modular fire station. Project included all site utilities, ramps, decks, steps and sidewalks.			

Date service was provided: January 2016



**W-9**

(Rev. August 2013)  
Department of the Treasury Internal  
Revenue Service

**Request for Taxpayer  
Identification Number and  
Certification**

**Give to the  
requester. Do  
not send to the  
IRS.**

Print or type  
See Specific  
Instructions  
on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

**Advanced Modular Structures, Inc.**

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \*

☐ Other (see instructions)

Exemptions (see  
instructions):

Exempt payee code (if any)

Exemption from FATCA  
reporting code (if any)

Address (number, street, and apt. or suite no.)

**1911 NW 15 Street**

City, state, and ZIP code

**Pompano Beach, FL 33069**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I**

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**Employer identification  
number**

**65-1092574**

**Part II**

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other

**Sign Here**

Signature of  
U.S. person \*

Patricia A Willis

Date

**4-20-16**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

legislation enacted after we release it) will be posted on that page.

## Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

### 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

### 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester****For this type of account:****Give name and SSN of:**

- |   |  |
|---|--|
| 1. Individual   | The individual   |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor 2  |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1<br>The actual owner 1  |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner 3  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))                                   | The grantor*   |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit *IRS.gov* to learn more about identity theft and how to reduce your risk.

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### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

HOEKSTRA, DONALD PHILIP  
DON'S PLUMBING  
526 N.E. 33RD STREET  
OAKLAND PARK FL 33334

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD	
<b>LICENSE NUMBER</b>	CFC048287
The PLUMBING CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2016	
HOEKSTRA, DONALD PHILIP DON'S PLUMBING 526 NE 33 ST OAKLAND PARK FL 33334	

ISSUED: 07/06/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407060000410

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

ECA001954

ADDITIONAL BUSINESS QUALIFICATION

The ELECTRICAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2016

CARDINALE, FRANK  
ADVANCED MODULAR STRUCTURES, INC.  
1911 NW 15TH STREET  
POMPANO BEACH FL 33069-1601



ISSUED: 09/02/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1409020001943



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

MADURA, MARTIN D  
ADVANCED MODULAR STRUCTURES INC  
1911 NW 15TH STREET  
POMPAÑO BEACH FL 33069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

CGC057488

ISSUED: 06/15/2014

CERTIFIED GENERAL CONTRACTOR  
MADURA, MARTIN D  
ADVANCED MODULAR STRUCTURES INC

IS CERTIFIED under the provisions of Ch.489 FS.  
Expiration date : AUG 31, 2016 L1406150001449

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC057488

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

MADURA, MARTIN D  
ADVANCED MODULAR STRUCTURES INC  
459 NE 1ST AV  
DEERFIELD BEACH FL 33441



ISSUED: 06/15/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406150001449