



CITY OF CORAL GABLES
IFB NO. 2024-010

Douglas Orr Plumbing, Inc
301 Flagler Drive
Miami Springs, FL 33166
305-887-1687

Prepared by Kevin Berounsky
kevin@orrplumbing.com
5-10-24

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com



City of Coral Gables IFB - No. 2024-010
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301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Plumbing Services</p> <hr/> <p>IFB No. 2024-030</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic Bid response must be received prior to 2:00 p.m., on Friday, August 16, 2024, via INFOR and may not be withdrawn for 90 calendar days. Submittals received after the specified date and time will not be accepted.</p> <p>Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Facsimile: 305-261-1601 Email: ehernandez2@coralgables.com / contracts@coralgables.com</p>
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Bidder Name: Douglas Orr Plumbing, Inc.	FEIN or SS Number: 59-1958608
Complete Mailing Address: 301 Flagler Drive Miami Springs, FL 33166	Telephone No. 305-887-1687
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Cellular No. 786-423-8650
Bid Bond / Security Bond <u> N/A </u> %	Fax No.: 786-423-8650
	Email: service@orrplumbing.com

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK** ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND THE PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.



 Authorized Name and Signature



 Title



 Date

Coral Gables and Miami-Dade County Local Preference Acknowledgement. (Check the box if you are asserting you qualify. A valid Coral Gables and or Miami-Dade County business tax receipt must be submitted as proof of qualification.) Please refer to Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696.

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2024-010

COMPANY NAME: (Please Print): DOUGLAS ORR PLUMBING, INC

Phone: 305-887-1687

Email: KEVIN@ORRPLUMBING.COM

A response package numbered by page must be submitted ELECTRONICALLY via INFOR. Please provide the PAGE NUMBER of your solicitation response (PLEASE DO NOT SUBMIT AN ENTIRE COPY OF THE ORIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # 1
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please ensure the following are properly identified on the following sections in the Bid Bond (if applicable), and Addendum Acknowledgement. PAGE # 2
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # 3
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # 4 - 5
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # 6 - 22
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.10 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". PAGE # 23 As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) Business Experience and References – Using the required Attachment A - Reference Form bidders must demonstrate requirements as outlined in Section 3. All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated above. PAGE # 24

Note: Do not include work/services performed for the City of Coral Gables or City employees as references.
- 8) Bid Pricing: Complete in INFOR on the Line Items Tab.
- 9) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. PAGE # 26 - 53
- 10) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE # 54 - 55
- 11) Complete the Lobbyist Registration Form (Attachment D) PAGE # 56 - 58
- 12) Affirm in writing firm's compliance with the City of Coral Gables' Local Preference Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696, at the time of submission of a response to this bid to be eligible for

consideration as a Coral Gables-based and/or Miami-Dade County-based business under this section (if applicable). PAGE # _____

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU

1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Contract or Professional Services Agreement (*draft*).
2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB and provide **an electronic response package**. DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.
3. **Prepare and submit your RESPONSE electronically via INFOR**
4. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THESE PAGES MUST BE RETURNED WITH YOUR BID PACKAGE.



Minimum Qualification Requirements

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com



EXECUTIVE SUMMARY

Douglas Orr Plumbing, Inc. (DOP) was established in 1974. DOP has cultivated a company of highly skilled employees through its commitment to professionalism and excellence. Over the past 50 years DOP has completed over 10,000 contracted jobs and 300,000 service calls. DOP is unique in the sense that it has a New Construction Division as well as a Service Division. These Division's work hand and hand with each other to ensure they are delivering the best overall plumbing experience for their customers. Below are the company's vision statement and Core Values.

- **Company Vision** "Our vision is to bridge the gap between emerging technologies and old school craftsmanship to reshape the plumbing industry for commercial construction and service."
- **Core Values:** Integrity, Accountability and Excellence

DOP Service

The Service Department performs residential, commercial and industrial repairs. Currently, the service staff consists of (25) Service Techs, (10) Pre-apprentices, (3) Estimators, (6) Inside Sales / Customer Service representatives, and a support staff that consists of Purchasing, AP, AR, Warehousing and deliveries.

All Service vehicles are fully stocked and tracked by GPS which ensures quick turnaround times and accurate billing. The Service Department also provides 24/7 service for its customers. The Service Department is highly experienced working with Universities and Schools, Hospitals, Restaurants, Construction companies and Management companies.

DOP Service provides service for all plumbing applications. Services provided include Plumbing repair and maintenance, Stoppages, Leak Detection, Water heater repair and maintenance, Camera and Jetting sewer lines, Smoke Test, Backflow Repair, Installation, and Certification, Medical Gas, etc.

Many of our service clients are return customers. We pride ourselves on our reputation and excellence in our field. We look forward to partnering with the City of Coral Gables and know that it will turn out to be a long-term relationship like many of our existing customers.



DESCRIPTION OF SERVICES

Listed below are services that are provided by Douglas Orr Plumbing.

- * Domestic Water Systems
- * Backflow Prevention, installation, Repair, and Certification
- * Domestic Booster Pump Controls and Storage Tanks
- * Reclaimed Water Piping and Systems
- * Installation of Water, Gas, Storm and Sanitary Sewer Lines
- * Medical Gas Piping
- * Vac / Truck Services - Subcontracted
- * Water Softener Repair, Replacement, Refurbishment
- * Pumps - Replacement, Rebuild, Reseal
- * Water Heaters / Boilers
- * Energy Recovery
- * Gas and Steam Piping
- * Service and Maintenance
- * Pipe Camera Inspection and Jetting Services
- * Smoke testing
- * Leak Detection

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CITY OF CORAL GABLES REFERENCE FORM
IFB No. 2024-010 Plumbing Services

Complete the form as indicated below, to provide the required information as outlined in Section 3 of the solicitation. The City shall contact the companies listed below to verify the work performed on behalf of your company. All fields must be completed.

Reference # 1 must cover the minimum three (3) year period from the issuance date of this solicitation.

1. Project Name/Location Florida International University

Owner Name _____

Contact Person Mike Holnes

Contact Telephone No. (305) 281- 0230

Email Address: mholnes@fiu.edu

Yearly Budget/Cost \$600,000

Dates of Contract From: 1996 To: Present

Project Description Miscellaneous plumbing repairs and projects

Additional References must cover similar engagements satisfactorily performed in the last three (3) years.

2. Project Name/Location Equinox

Owner Name _____

Contact Person Angela Triana

Contact Telephone No. (646) 656-1282

Email Address: angela.triana@equinox.com

Yearly Budget/Cost \$150,000

Dates of Contract From: 2009 To: Present

Project Description Miscellaneous plumbing repairs and projects



3. Project Name/Location Memorial Healthcare Systems

Owner Name _____

Contact Person Vince Palmieri

Contact Telephone No. (954) 987-2000

Email Address: vpalmieri@mhs.net

Yearly Budget/Cost \$300,000

Dates of Contract From: 2010 To: Present

Project Description Miscellaneous plumbing repairs and projects

4. Project Name/Location Miami Jewish Health System

Owner Name _____

Contact Person Raymond Brito

Contact Telephone No. (954) 651-5501

Email Address: rbrito@miamijewishhealth.com

Yearly Budget/Cost \$100,000

Dates of Contract From: 1998 To: Present

Project Description Miscellaneous plumbing repairs and projects



5. Project Name/Location NOVA Southeastern University

Owner Name _____

Contact Person Daniel Alfonso

Contact Telephone No. (954) 262-8835

Email Address: djalfonso@nova.edu

Yearly Budget/Cost \$100,000

Dates of Contract From: 2021 To: Present

Project Description Miscellaneous plumbing repairs and projects

BIDDER INFORMATION:

Company Name: DOUGLAS ORR PLUMBING, INC

FEIN 59-1958608

Representative: KEVIN BEROUNSKY

Address: 301 FLAGLER DRIVE / MIAMI SPRINGS, FL 33166

Telephone No.: 305-887-1687

Fax No.: 305-888-0678

Email Address: KEVIN@ORRPLUMBING.COM



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
DOUGLAS ORR PLUMBING, INC.

Filing Information

Document Number	594625
FEI/EIN Number	59-1958608
Date Filed	12/08/1978
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/07/2018
Event Effective Date	NONE

Principal Address

301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Mailing Address

301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Registered Agent Name & Address

ORR, WAYNE M
301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Name Changed: 02/08/2012

Address Changed: 04/30/2018

Officer/Director Detail

Name & Address

Title COO, Chairman

ORR, WAYNE M
301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Title VP, Secretary

BEROUNSKY, KEVIN
301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Title President, Treasurer

spiegelberg, marcus
301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Title VP

Putnam, Jason
301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Title VP

Mascaro, Richard
301 FLAGLER DRIVE
MIAMI SPRINGS, FL 33166

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	01/17/2023
2024	02/01/2024

Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/17/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
12/07/2018 -- Amendment	View image in PDF format
05/25/2018 -- Amendment	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
02/04/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
02/03/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format

01/08/2008 -- ANNUAL REPORT	View image in PDF format
02/13/2007 -- ANNUAL REPORT	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
04/14/2005 -- ANNUAL REPORT	View image in PDF format
04/16/2004 -- ANNUAL REPORT	View image in PDF format
05/01/2003 -- ANNUAL REPORT	View image in PDF format
07/16/2002 -- ANNUAL REPORT	View image in PDF format
02/28/2001 -- ANNUAL REPORT	View image in PDF format
01/14/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
04/23/1998 -- ANNUAL REPORT	View image in PDF format
04/10/1997 -- ANNUAL REPORT	View image in PDF format
04/10/1996 -- ANNUAL REPORT	View image in PDF format
04/24/1995 -- ANNUAL REPORT	View image in PDF format



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PUTNAM, JASON COLBY

DOUGLAS ORR PLUMBING, INC.
301 FLAGER DRIVE
MIAMI SPRINGS FL 33166

LICENSE NUMBER: CFC1431298

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ORR, WAYNE MACNIVEN

DOUGLAS ORR PLUMBING INC
301 FLAGLER DRIVE
MIAMI SPRINGS FL 33166

LICENSE NUMBER: CFC052664

EXPIRATION DATE: AUGUST 31, 2024

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

BEROUNSKY, KEVIN

DOUGLAS ORR PLUMBING INC
301 FLAGLER DRIVE
MIAMI SPRINGS FL 33166

LICENSE NUMBER: CFC1431165

EXPIRATION DATE: AUGUST 31, 2024

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RESUMES

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com

Kevin Berounsky

VICE-PRESIDENT



kevin@orrplumbing.com

786-423-8650

EXPERIENCE

2018 - Current

Vice-President / Qualifier, Douglas Orr Plumbing, Inc – Miami Florida

Oversee Service, Warehouse, and Purchasing Departments as well as day-to-day operations.

1999 - 2018

Vice-President / Owner, Douglas Orr Plumbing, Inc – Miami, Florida

Oversee Service, Warehouse, and Purchasing Departments as well as day-to-day operations.

1996 - 1999

Outside Sales, Ferguson Enterprises – Atlanta, Georgia

- Responsible for developing and managing new sales territory.

EDUCATION

1990 - 1994

Bachelor of Science in Business Marketing, Clemson University

SKILLS

Project management
Organization

Data analysis
Problem-solving

Communication
Management

Marcus Spiegelberg



**DOUGLAS ORR
PLUMBING**

marcus@orrplumbing.com

305.905.8606

Profile:

Current President of Douglas Orr Plumbing Inc and a Florida state certified building contractor with a wide range of experience including business finance, business development and marketing. Proven leadership skills involving management, development, cultivating team potential and preparing the next generation for success.

Education:

Master of Business Admin. (MBA), Florida International University, Miami, FL; 2017.

Bachelor of Arts in Liberal Arts, Martin Luther College, New Ulm, Minnesota; 2001.

Qualifications:

State Approved 'My Safe Florida Home' Contractor #12829, State of Florida Hurricane Mitigation Program; 2007.

State Certified Building Contractor CBC1255970, Department of Business and Professional Regulations (DBPR) State of Florida; since 2007.

Affiliations:

Executive Council board member of Divine Savior Lutheran Academy,	2008 – 2014
South Atlantic Board member for Home Missions,	2012 – 2017
Divine Savior Church Council member,	2018 – 2023
Divine Savior Academy Council member,	2023 – Present
Florida International Construction Advisory Board member,	2022 – Present
Douglas Orr Plumbing ESOP Board Treasurer,	2019 – Present

RELEVANT WORK EXPERIENCE:

2019 - Present	Douglas Orr Plumbing Inc	President/CFO	<ul style="list-style-type: none">Responsible for the vision and direction of company.Responsible for all financial and accounting activities.Responsible for all technology implantation/integrations.Responsible for all legal/contract negotiations.
2011 – 2018	Douglas Orr Plumbing Inc	Director of Operations	<ul style="list-style-type: none">Vetted and implemented enterprise job costing software system (2014)Managed daily operations and accounts receivables for company (20 million + average in annual revenue).Responsible for the operations and health of 150-285 employees. Specific duties included accounts receivables (construction accounting), marketing, business development, legal representation (lien), contract negotiations, technology acquisition, and collections.
2010 - 2011	Canes Corp Inc.	President/CEO	<ul style="list-style-type: none">Owned and operated independent contracting company in every facet.

Eddy Villamil

Miami, Florida, United States

eddyvillamil@gmail.com

[linkedin.com/in/eddy-villamil-9b091080](https://www.linkedin.com/in/eddy-villamil-9b091080)



786-457-5243

Summary

Experience:

I am a certified Journeyman plumber with 36 years of experience in the trade. I have been involved with projects from conception to completion ranging from under \$10,000 to over \$1,000,000. I started specializing in service approximately 15 years ago and was promoted to estimator, after a couple years in estimating I was promoted again to Service Manager at Douglas Orr Plumbing where I manage an inside staff of six customer service reps, three project managers and twenty three service techs that are providing service to Dade and Broward Counties.

Experience



Service Manager

Douglas Orr Plumbing, Inc.

Sep 2020 - Present (3 years 4 months)



Service Superintendent

Douglas Orr Plumbing, Inc.

Aug 2019 - Sep 2020 (1 year 2 months)



Douglas Orr Plumbing Journeyman/Foreman

Douglas Orr Plumbing, Inc.

Apr 2005 - Aug 2019 (14 years 5 months)



IAU Certified Instructor Plumbers Local 519

Plumber's Local Union #519

Sep 2016 - Sep 2018 (2 years 1 month)

Plumbing Service Instructor

Education



Miami Dade College

European History

1987 - 1990

Foreign Languages

1983 - 1986

Licenses & Certifications

 **Medical Gas & Vacuum Systems Journeyperson** - National Inspection Testing and Certification Corp

 **Backflow Prevention Device Tester** - Treeo

 **Osha** - OSHA Safety Training Institute

Skills

Process Scheduler • Project Coordination • Project Estimation • Construction Management



City of Coral Gables Contracts

DOP does not have any past or present contracts with the City of Coral Gables

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com



Business Experience and References

Same information as Minimum Qualification
Requirements
Pages 6 - 22

301 Flagler Drive
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Bid Pricing

Entered in INFOR portal

301 Flagler Drive
Miami Springs, FL 33166
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Fax: 305-888-0678
www.orrplumbing.com



IFB RESPONSE FORMS

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com

RESPONDENT'S AFFIDAVIT

SOLICITATION: IFB 2024-010 Plumbing Services

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through M shall be relied upon by Owner awarding the contract and such information is warranted by Respondent to be true and correct. The discovery of any omission or misstatements that materially affects the Respondent's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the respondent that has submitted the attached solicitation response)*. Schedules A through M are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – RESPONDENT'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE M – SAFETY ACCIDENT PREVENTION

This affidavit is to be furnished to the City of Coral Gables with the solicitation response. It is to be filled in, executed by the respondent and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the solicitation response.

Kevin Bezonsky  VP 5/10/24
Authorized Name and Signature Title Date

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the respondent) to solicit or secure this contract. KS
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any company or person in connection with carrying out the contract, or KS
- c. paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the respondent) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any): KS

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of the Respondent that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Respondent's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other Respondent is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

STATE OF Florida

COUNTY OF Miami - Dade

On this 10 day of May, 2024, before me the undersigned Notary Public of the State of Florida, personally appeared Kevin Berounsky
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.


NOTARY PUBLIC, STATE OF Florida

Ileana Maria Medina
(Name of notary Public; Print, Stamp or Type as Commissioned.)

Personally know to me or Produced Identification:

(Type of Identification Produced)

NOTARY PUBLIC
SEAL OF OFFICE:



SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Vendors must submit a certification with their bid/proposal certifying they have a drug- free workplace in as follows:

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 solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, 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 this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.



DOUGLAS ORR
PLUMBING

301 Flagler Drive
Miami Springs, FL 33166
(305) 887-1687

DRUG-FREE WORKPLACE POLICY

Revised 09/01/2022

FLORIDA DRUG-FREE WORKPLACE PROGRAM

1. STATEMENT OF POLICY

09/01/2022 Revised

As part of our commitment to safeguard the wellbeing of our employees and to provide a safe environment for everyone, Douglas Orr Plumbing, Inc. has established a drug-free workplace policy.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who use illegal drugs or abuse alcohol to seek help in overcoming their problem. Employees who do so will be able to retain their job positions in good standing.

While this company understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

All employees are given a one-time notice as of the above date that it is a violation of company policy for any employee to report to work under the influence of illegal drugs and/or to possess in his or her body, illegal drugs in any detectable amount. Employees are subject to drug testing under the standards of this policy.

Thereafter, Douglas Orr Plumbing, Inc will include notice of drug testing on employment vacancy announcements for positions for which drug testing is required. A notice of the drug-testing policy will be posted in an appropriate and conspicuous location on Douglas Orr Plumbing, Inc.'s premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

a. Types of drug/alcohol testing required.

i. **Job applicant drug testing.** Douglas Orr Plumbing, Inc. requires job applicants to submit to a drug/alcohol test and may use a refusal to submit to a drug/alcohol test or a positive confirmed drug/alcohol test as a basis for rejecting to hire a job applicant. A job applicant is a person who has applied for a position with Douglas Orr Plumbing, Inc. and has been offered employment conditioned upon successfully passing a drug/alcohol test, and may have begun work pending the results of the drug/alcohol test.

ii. **Reasonable-suspicion drug testing.** Douglas Orr Plumbing, Inc. requires an employee to submit to reasonable-suspicion drug testing. Reasonable-suspicion drug testing is drug testing based on a belief that an employee is using or has used drugs/alcohol in violation of the drug-free workplace policy. Reasonable suspicion may be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- A. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- C. A report of drug use, provided by a reliable and credible source.
- D. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
- E. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- F. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Douglas Orr Plumbing, Inc.'s premises or while operating Douglas Orr Plumbing, Inc.'s vehicle, machinery, or equipment.

iii. **Routine fitness-for-duty drug testing.** Douglas Orr Plumbing, Inc. requires an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the established policy or that is scheduled routinely for all members of an employment classification or group.

iv. **Follow-up drug testing.** If the employee in the course of employment enters an employee assistance program for drug/alcohol-related problems, or a drug/alcohol rehabilitation program, Douglas Orr Plumbing, Inc. requires the employee to submit to a drug/alcohol test as a follow-up to the program, unless the employee voluntarily entered the program. In those cases, Douglas Orr Plumbing, Inc. has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

b. The actions that Douglas Orr Plumbing, Inc. may take against an employee or job applicant on the basis of a positive confirmed drug/alcohol test result.

i. **Positive Test - Denial of Florida workers' compensation benefits.** Upon a positive confirmed drug/alcohol test result, Douglas Orr Plumbing, Inc. will deny an employee workers' compensation medical or indemnity benefits under Florida Chapter 440.

ii. **Refusal of Test - Denial of Florida workers' compensation benefits.** If an injured employee refuses to submit to a drug/alcohol test, the employee forfeits eligibility for Florida workers' compensation medical and indemnity benefits.

iii. **Positive Test – Termination of employment.** Upon a positive confirmed drug/alcohol test result, Douglas Orr Plumbing, Inc. may terminate the employee's employment.

2. EXISTANCE OF 440.102

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

3. CONFIDENTIALITY

a. Except as otherwise provided in this section, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under Florida Chapter 440 (workers' compensation).

b. Company, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

c. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

d. This subsection does not prohibit Douglas Orr Plumbing, Inc., agent of Douglas Orr Plumbing, Inc., or laboratory conducting a drug test from having access to employee drug test information or using the information when consulting with legal counsel in connection with actions brought under, or related to this section, or when the information is relevant to its defense in a civil or administrative matter.

4. REPORTING USE OF PRESCRIPTION OR NONPRESCRIPTION MEDICATIONS

a. An employee or job applicant may confidentially report the use of prescription or nonprescription medications to a medical review officer, both before and after a drug/alcohol

test, by contacting the medical review officer directly; Douglas Orr Plumbing, Inc., will provide the contact information.

b. Prescription or nonprescription medication is a drug or medication obtained with a prescription from an authorized health care provider or a medication that is authorized by federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

c. A medical review officer (MRO) is a licensed physician employed with or contracted with Douglas Orr Plumbing, Inc. who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

5. LIST OF COMMON MEDICATIONS THAT MAY AFFECT A DRUG/ALCOHOL TEST

The following is a list of the most common medications, which may alter or affect a drug test, and is not intended to be all-inclusive:

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital,

Benzodiazepines	Phrenilin, Triad, etc. Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

6. CONSEQUENCES OF REFUSING DRUG/ALCOHOL TESTING

a. Job applicant drug/alcohol testing. Douglas Orr Plumbing, Inc., may refuse to hire a job applicant who refuses to submit to a drug/alcohol test.

b. Employee drug/alcohol testing.

i. If an injured employee refuses to submit to a drug/alcohol test, the employee forfeits eligibility for Florida workers' compensation medical and indemnity benefits.

ii. If an injured employee refuses to submit to a drug/alcohol test, the employee may be terminated from employment with Douglas Orr Plumbing, Inc.

7. DRUG REHABILITATION PROGRAMS

Although Douglas Orr Plumbing, Inc. does *not* maintain an Employee Assistance Program (EAP), Douglas Orr Plumbing, Inc. does have a list of local providers of drug and alcohol treatment and family services that an employee may access without Douglas Orr Plumbing, Inc.'s involvement.

It is the responsibility of an employee to seek assistance *before* alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently seeking treatment on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of disciplinary action.

A medical provider can give an appropriate assessment, evaluation and counseling and/or referral for treatment of drug and alcohol abuse. Employees may be granted leave with a conditional return to work, depending on successful completion of the agreed-upon treatment regimen, which may include follow-up testing.

The cost of seeking assistance will be the responsibility of the employee and is subject to provisions of Company's health insurance plan, if any. Please consult the provider for specifics concerning this issue.

8. CHALLENGES TO TEST RESULTS

a. An employee or job applicant who receives a positive confirmed test result may contest or explain the result to Douglas Orr Plumbing, Inc.'s designated medical review officer (MRO) within five (5) working days after receiving written notification of the test result. If an employee's or job applicant's explanation or challenge of the positive test is unsatisfactory to the MRO, the MRO shall report a positive test result back to the employer; and that a person may contest the drug test result according to the law/rules adopted by the Florida Agency for Health Care Administration.

b. The terms "confirmation test," "confirmed test," or "confirmed drug test" mean a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

c. Confirmation testing shall be done in accordance with the following:

(i) If an initial drug test is negative, Douglas Orr Plumbing, Inc. may in its sole discretion seek a confirmation test.

(ii) Only licensed or certified laboratories may conduct confirmation drug tests.

(iii) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Florida Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

(iv) If an initial drug test of an employee or job applicant is confirmed as positive, Douglas Orr Plumbing, Inc.'s designated medical review officer shall provide technical assistance to the Douglas Orr Plumbing, Inc. and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

9. EMPLOYEE RESPONSIBILITY TO NOTIFY LABORATORY

An employee or job applicant is responsible for notifying the testing laboratory of any administrative or civil action brought pursuant to Florida Statute 440.102 (West 2015).

10. DRUGS THAT MAY BE TESTED

Douglas Orr Plumbing, Inc. may test for any or all of the following drugs and alcohol:

Alcohol

Amphetamines

Cannabinoids
Cocaine
Phencyclidine HCl
Methaqualone HCl
Opiates
Barbiturates
Benzodiazepines
Synthetic Narcotic

11. COLLECTIVE BARGAINING AGREEMENTS

Bargaining: Douglas Orr Plumbing, Inc employees are subject to the collective bargaining agreement drug and alcohol policy.

Non-Bargaining: Douglas Orr Plumbing, Inc.'s employees are not subject to any collective bargaining agreement; however, if one becomes applicable, there may be a right to appeal actions taken by Douglas Orr Plumbing, Inc. due to an employee's confirmed drug test or refusal to take a drug/alcohol test with the Public Employees Relations Commission or applicable court.

12. MEDICAL REVIEW OFFICER CONSULTATIONS

Employees and job applicants may consult with a medical review officer for technical information, regarding prescription or nonprescription medication.

Company's medical review officer contact information is as follows:

Name: O.M. Management, Dr. Bernard Chapnick
Address: 6221 NW 36th Street, Suite 1, Virginia Gardens, FL 33166
Telephone: (305) 888-4050

SUBSTANCE ABUSE PROFESSIONALS

	<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
1.	Jorge A. Soto Family Center for Psycho Therapy	9445 S.W. 40 th Street Suite 108 Miami, FL 33165	(305) 796-0582
2.	Harry Henshaw, Ed.D., LMHC Enhanced Healing Wellness Center	887 NE 125 th Street Miami, FL 33161	(305) 456-6361
3.	Keith Golden	7800 Red Road, Ste. 219A South Miami, FL 33143	(305) 987-2744
4.	Laurie J. Forbes	555 N.E. 34 Street, Ste. 1609 Miami, FL 33137	(305) 576-3266 Fax (305) 576-1409 Cell: (305) 794-6685
5.	Nadeen B. Medvin	1550 Madruga Ave., Ste. 304 Coral Gables, FL 33146	(305) 815-1129
6.	Carter Wiggins	1175 N.E. 125 St., Ste. 205 North Miami, FL 33161	(305) 895-3307
7.	Guy C. Jeanty	4801 S. University Drive Suite 249 Davie, FL 33328	(954) 895-1960
8.	Melvin Baskin	2531 Raleigh Street Hollywood, FL 33020	(954) 881-2520
9.	Amanda Kristen Pelaez	3550 W. Hillsboro Blvd. Suite 108 Coconut Creek, FL 33073	(954) 593-3799
10.	Stacy Jo Poffenbarger	726 Selkirk Street West Palm Beach, FL 33405	(561) 247-4346
11.	Victoria Elkins	6582 Marbella Drive Naples, FL 34105	(239) 919-4989

Drug-Free Workplace Program Acknowledgement

I hereby acknowledge that I have received and read Douglas Orr Plumbing, Inc. Florida Drug-Free Workplace Program, a summary of the drugs which may alter or affect a drug test and a list of local Employee Assistance Program providers or local drug and alcohol treatment programs. I have had an opportunity to have all aspects of this material fully explained. I also understand that I must abide by the Program as a condition of initial and/or continued employment, and any violation may result in disciplinary action up to and including termination.

I also understand that during my employment I may be required to submit to testing for the presence of drugs or alcohol in my body. I understand that submission to such testing is a condition of employment with Douglas Orr Plumbing, Inc., and disciplinary action up to and including termination may result if:

- 1) I refuse to consent to testing.
- 2) I refuse to execute all forms of consent and release of liability that are usually and reasonably associated with such examinations.
- 3) I refuse to authorize release of the test results to the company.
- 4) The tests establish a violation of Douglas Orr Plumbing, Inc.’s Drug-Free Workplace Policy.
- 5) I otherwise violate the policy.

I understand that if I am injured in the course and scope of my employment and test positive or refuse to be tested, I forfeit my eligibility for medical and indemnity benefits under the Workers’ Compensation Act upon exhaustion of the remedies provided in Florida Statute 440.102(5).

I also recognize that the Drug-Free Workplace Policy and related documents are not intended to constitute a contract between Douglas Orr Plumbing, Inc. and me.

The undersigned further states that he/she has read and understands the above acknowledgement and signs below of his/her own free will.

SIGNATURE

DATE

WITNESS

DATE

SCHEDULE "D" CITY OF CORAL GABLES – RESPONDENT'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: Douglas Orr Plumbing, Inc.

Address: 301 Flagler Drive Miami Springs FL 33166
Street City State Zip Code

Telephone No: (305) 887-1687 Fax No: (305) 888-0678 Email: Kevin.Dorrplumbing.com

How many years has your company been in business under its present name? 50 Years

If Respondent is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

N/A

Under what former names has your company operated? : N/A

At what address was that company located? N/A

Is your company certified? Yes No If Yes, **ATTACH COPY** of Certification.
Is your company licensed? Yes No If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes No If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident **within the last five (5) years** where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Respondent's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation **(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified):**

N/A

Has your company ever been debarred or suspended from doing business with any government entity?

Yes No If Yes, explain _____

**SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND
CONE OF SILENCE**

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

**SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as define 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. 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 any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The 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.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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 Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. 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 below applies.]**

103 Neither the entity submitting this sworn statement, nor any of its officers, directors, 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.

103 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 subsequent to July 1, 1989.

103 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 subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 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 THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

Addendum No. 1 Date 5/10-24

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

 Signature of Company's Authorized Official

Kevin Beavinsley / VP Name and Title of Company's Authorized Official

5/10/24 Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation

Kevin Berounsky /VP

Printed Name and Title of Authorized Representative

K-B
Signature

5/10/24

Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Repondent's Compliance:** The respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The respondent must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the respondent shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The respondent shall certify compliance. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The respondent shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. **Access to Records and Reports:** Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
22. **Domestic Preference:** As appropriate and to the extent consistent with law, the Contractor should, in accordance with Section 2-699 of the City Code and 2 C.F.R. § 200.322 under Title 2 of the Code of Federal Regulations, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. **Telecommunications Equipment or Services:** It is prohibited, as described in section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)1 and 2 C.F.R. § 200.216.2, for any FEMA award funds to be used in the procurement, the entering into or extending or renewing of a contract for the purpose of obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system. For purposes of this section:

- a. Covered telecommunications equipment or services means—
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

24. **Contract with the Enemy:** In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United states and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements and all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

I further acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract and that any subcontractor utilized will also be required to comply with the requirements above.

DATE: 5/10/24

SIGNATURE: 

COMPANY: Douglas Orr Plumbing, Inc.

NAME: Kevin Beronstey

ADDRESS: 301 Flagler Drive
Miami Springs, FL 33166

TITLE: VP

E-MAIL: Kevin@orplumbing.com

PHONE NO. 305-887-1687

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for IFB 2024-010 Plumbing Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:


(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Douglas Orr Plumbing, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.


Contractor Signature

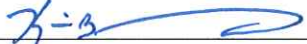
Date: 5/10/24

SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carryout the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

Douglas Orr Plumbing, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: 5/10/24



Employer E-Verify Affidavit

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com



City of Coral Gables
Finance Department/Procurement Division

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

59-1958608
Federal Work Authorization User Identification Number
5/10/24
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 5/10/24 in Miami (city), FL (state).

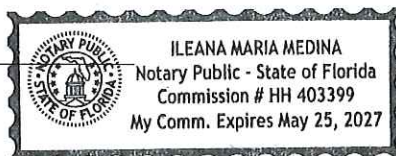
[Signature]
Signature of Authorized Officer or Agent

Kevin Beronsky VP
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10 DAY OF MAY, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:





Lobbyist Registration Form

301 Flagler Drive
Miami Springs, FL 33166
Office: 305-887-1687
Fax: 305-888-0678
www.orrplumbing.com

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

SOLICITATION NAME/NUMBER: City of Coral Gables - Plumbing IFB No. 2024-010

The Bidder/Proposer certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 as outlined below:

Lobbyist means an individual, firm, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal, or that contracts with a third-party for economic consideration to perform lobbying activities on behalf of a principal.

Lobbying activity means any attempt to influence or encourage the passage or defeat of, or modification to, governmental actions, including, but not limited to, ordinances, resolutions, rules, regulations, executive orders, and procurement actions or decisions of the city commission, the mayor, any city board or committee, or any city personnel. The term "lobbying activity" encompasses all forms of communication, whether oral, written, or electronic, during the entire decision-making process on actions, decisions, or recommendations which foreseeably will be heard or reviewed by city personnel. This definition shall be subject to the exceptions stated below.

Procurement matter means the city's processes for the purchase of goods and services, including, but not limited to, processes related to the acquisition of: technology; public works; design services; construction, professional architecture, engineering, landscape architecture, land surveying, and mapping services; the purchase, lease or sale of real property; and the acquisition, granting, or other interest in real property.

City personnel means those city officials, officers and employees who are entrusted with the day-to-day policy setting, operation, and management of certain defined city functions or areas of responsibility, even though ultimate responsibility for such functions or areas rests with the city commission, with the exception of the City Attorney, Deputy City Attorney, and Assistant City Attorneys, advisory personnel (members of city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission); and any employee of a city department or division with the authority to participate in procurement matters, when the communication involves such procurement.

Affidavit requirement. The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded negotiation meetings and sessions:

a. The principal shall list on an affidavit form, provided by the City, all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in a city procurement matter involves an appearance and participation in an oral presentation before a city certification, evaluation, selection, technical review or similar committee, or recorded negotiation meetings or sessions.

b. No person shall appear before any procurement committee or at any procurement negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's presentation or negotiation team or has registered as a lobbyist. For purposes of this subsection only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees. The affidavit will be filed by the city procurement staff with the city clerk at the after the proposal is submitted or prior to the recorded negotiation meeting or session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.

The Bidder/Proposer hereby certifies that: (select one)

It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if one is retained anytime during the competitive process and prior to contract execution for this project, the lobbyist will properly register with the City Clerk's Office within two (2) business days of being retained with copy to the city procurement staff.

It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section and that the required affidavit has been properly filed

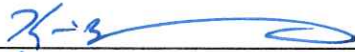
It is a requirement of this solicitation that the following information be provided for all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: _____
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Authorized Signature:  _____
Printed Name: Kevin Baronsky
Date: 5/10/24
Title: VP
Bidder/Proposer Name: Douglas Orr Plumbing, Kevin Baronsky