

# Operation and Management of Transportation Services

## Request for Proposals # AD-23-02

General Information		
<b>Project Timeline</b>	This contract shall be for an initial five-year period with two additional five-year renewal terms.	See Section 1.2
<b>Evaluation of Proposals</b>	Staff	See Section 1.7
<b>Non-Mandatory Pre-Bid Meeting</b>	9:00 a.m. on January 4, 2024 at the Public Services Building Large Conference Room, 8300 S. Palm Drive, Pembroke Pines, FL 33025.	See Section 1.8
<b>Question Due Date</b>	January 9, 2024	See Section 1.8
<b>Proposals will be accepted until</b>	2:00 p.m. on January 23, 2024	See Section 1.8
<b>Proposal Security / Bid Bond</b>	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.	See Section 4.1
<b>100% Payment and Performance Bonds</b>	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of the awarded contract amount. <input type="checkbox"/> Required in the event that the awarded contract exceeds \$200,000.	See Section 4.2

**THE CITY OF PEMBROKE PINES**  
**PROCUREMENT DEPARTMENT**  
**8300 SOUTH PALM DRIVE**  
**PEMBROKE PINES, FLORIDA 33025**  
**(954) 518-9020**



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ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract – Contractual Services Agreement for Operation and Management of Transportation Services

Attachment D: LSP Agreement with Areawide Council on Aging of Broward County, Inc.

Attachment E: Interlocal Agreement with Broward County for Community Bus Service

Attachment F: Community Bus Routes (Green, Gold, & Blue)

Attachment G: Broward County School Calendar for 2023-24

Attachment H: Current Vehicles Utilized for the School Transportation Program



Attachment I: Current Vehicles Utilized for the Shuttle Bus Transportation Programs

Attachment J: Charter School General Bus Schedule

Attachment K: Pricing Submission Sheet - Labor Rates



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

#### **RFP # AD-23-02 Operation and Management of Transportation Services**

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Messages” section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the “Messages” section, vendors will find the “Opportunity Q&A” tab in which they can ask their specific question(s). Responses to the questions will be provided online at [https://ppines.bonfirehub.com](https://ppines.bonfirehub.com/). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, January 23, 2024.** Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.1.1 VIRTUAL BID OPENING**

The bid opening for this project will be held in the **City Clerk’s Office Conference Room** located on the 4<sup>th</sup> Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**



In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

**Virtual Meeting Details:**

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Danny Benedit, Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
954-518-9022 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

**1.2 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals from vendors capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System and the Senior Transportation Program. The RFP invites qualified firms to submit documents demonstrating their ability to provide the services described in this document. In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Transportation System by contracting with a Contractor having the resources to perform the required operation, maintenance, and management services.

The City's ultimate objective for operation of the Transportation System is to select a contractor who will provide a strong operations team, a strong technical support team, operate in compliance, improve maintenance, and provide efficiencies to the City and Charter School System.

The City is seeking a contract for a term of five years with two optional five-year renewal periods.



Proposers must submit proposals to provide services for **all** of the three following service areas; Charter School Transportation, Community Bus Services and the Senior Transportation Program.

### **1.3 BACKGROUND**

The City of Pembroke Pines is located in southwest Broward County, Florida and is a full-service municipality that was incorporated in 1960, which serves a population of over 170,000 citizens. The City of Pembroke Pines is home to the largest municipal run Charter School System in the Nation, which provides pupil transportation services to their students. In addition, the City also has a Community Services Department which provides a Community Bus Program that provides transportation via fixed routes throughout the City along with a Senior Transportation Program. The City of Pembroke Pines is currently contracted with Transportation Authority to perform the Transportation Services for all three of these programs.

#### **A) Charter School Transportation**

During the early 1990's, the Broward County School District was the fifth largest district in the United States. The Mayor had a vision to find a solution to the severe overcrowding in the Pembroke Pines public schools. Working closely with the City Commission and the City Manager, their solution was to build the Pembroke Pines Charter School System.

The City currently has five (5) Charter School Campuses with an approximate population of 6,034 students at all of the campuses. The campus locations are:

1. East Campus – 10801 Pembroke Road, Pembroke Pines, FL 33025
2. West Campus – 1680 SW 184<sup>th</sup> Avenue, Pembroke Pines, FL 33029
3. Central Campus – 12350 Sheridan Street, Pembroke Pines, FL 33026
4. FSU Elementary Campus – 601 SW 172<sup>nd</sup> Avenue, Pembroke Pines, FL 33029
5. Academic Village Campus – 17189 Sheridan Street, Pembroke Pines, FL 33331

The Contractor will operate the City-owned fleet of 53 buses, five of which are wheelchair accessible, and provide transportation services to just under 2,500 students who live between 2.0 and 3.5 miles from the school. The size of the fleet and the number of students along with the proximity to the schools may change from time to time. The Contractor shall provide transportation services to students above the 3.5 miles with approval of the City.

The Charter School Transportation buses are normally in operation from 5:30 AM to 9:15 AM and from 1:00 PM to 5:15 PM, however due to various school sponsored activities, the hours of operation may fluctuate. The Contractor will provide general transportation of students to and from school, general school trips throughout the school day, after school trips for sports & extracurricular activities.



Due to the bus schedules at different campuses, the Charter School Transportation uses approximately 32 buses at a time to accommodate the schedules at the different sites. Please see **Attachment J “Charter School General Bus Schedule”** for more information regarding the Charter School Bus Routes.

Contractor shall utilize the City owned buses, at no cost to the Contractor, for uses approved by the City Administration and Charter Schools. The City may allow for the Contractor to utilize the City buses for private rentals to external entities, including summer camps, however all revenues from these activities will be collected by the City of Pembroke Pines and allocated to the City of Pembroke Pines Charter Schools. The Contractor will be responsible for coordinating services with these external entities.

**B) Community Bus Services**

In 1994, the City of Pembroke Pines entered into an interlocal agreement with Broward County Transit (BCT) to offer free community bus service to the community. The service seeks to increase the number of destinations within the city limits that can be reached through public transit. The Community Bus Service is designed to operate in conjunction with BCT routes. Community buses service residential areas freeing the larger BCT fixed-route buses to travel along major thoroughfares as part of a bus system network. While BCT routes serve mainly arterial corridors, community buses can penetrate into neighborhoods and create short-distance linkages between origins and destinations.

The City currently has an Interlocal Agreement (**Attachment E**) with Broward County for the Community Bus Service. The awarded contractor shall be required to comply with the Interlocal Agreement, as amended from time to time.

The Community Bus Program has designated stops along three fixed routes, the Green, Gold and Blue routes. As part of the City’s ongoing commitment to serve the community, bus route modifications have been made to include other destinations within the city limits as well as enhance the service’s on time performance. The modified bus routes are:

Effective Date	Route	Service Hours	Interval between successive buses
07/01/2016	Green	7:45 AM to 7:55 PM (Mon-Sat)	57 to 60 minutes
09/22/2016	Gold	7:00 AM to 7:21 PM (Mon-Sat)	45 minutes (East) / 65 minutes (West)
09/01/2017	Blue	8:00 AM to 3:25 PM (Tu, We, Fri)	70 minutes

The Community Bus Services Routes are attached to this RFP as **Attachment F**.

All service routes shall continue to maintain the county's required ridership threshold of 7.1 passengers per service hour and therefore guarantee the program's funding.



The transportation hub for all of the Community Bus Routes is the Carl Shechter Southwest Focal Point Community Center (SWFP), which is located at 301 N.W. 103rd Avenue, Pembroke Pines, FL 33026.

The program utilizes approximately seven (7), Broward County owned, multi-passenger shuttle buses. All Community Bus Service buses are air-conditioned and wheelchair accessible, in compliance with the Americans with Disabilities Act (ADA). The Contractor shall utilize the Broward County owned buses at no cost, to provide these services for the term of the agreement.

The contractor **shall not** be allowed to utilize the Broward County owned buses for other services outside of the approved scope of work.

### **C) Senior Transportation Program**

The City, through the Carl Shechter Southwest Focal Point Community Center (SWFP), is committed to providing services that enhance the quality of life for the public at large with special attention devoted to seniors residing in the local communities.

Since January 2002, the City has been a subcontractor to the Aging and Disability Resource Center of Broward County f/k/a the Areawide Council on Aging of Broward County, for providing transportation services as mandated by the 2002 Older Americans Act Title IIIB.

The City currently has an Agreement (**Attachment D**) with the Areawide Council on Aging of Broward County, Inc. The awarded contractor shall be required to comply with the Agreement, where applicable and as amended from time to time.

Free Senior Transportation service is provided to and from the SWFP to; medical/dental appointments, pharmacies, social agencies, legal agencies, post offices, banks, grocery stores, center sponsored field trips, as well as cultural and civic events. The Program provides shuttle services within the City limits and transportation for residents 60 years of age or older.

In addition, the Program provides the availability of transportation services to south Broward residents who are transportation disadvantaged and have physical, cognitive, emotional, visual or other disabilities that render them functionally unable to utilize the regular fixed-route service.

The Senior Transportation Program offers one-way and round-trip service within a designated area. The service area is generally bordered on the north by Griffin Road, on the east by Turnpike, on the south by Miramar Parkway, and on the west by U.S. 27. Strategically established routes ensure provision of subscription trips via a multi-load (shared ride) system to promote efficiency and consistency of service. Clients will



receive free door-to-door, driver-assisted service. Each one-way trip counts as a unit of service under the provisions of the Grant.

The Program provides transportation to Hollybrook Clubhouse, Douglas Gardens, Memorial Urgent Care Center, Memorial Hospital West, various grocery stores and restaurants, Lowes, Wal-Mart, Broward County Regional Library South Campus, Broward College, Pembroke Lakes Mall, HollyLakes, Century Village, etc.

<b>Senior Transportation Program Statistical Summary</b>	
<b>Senior Transportation Program</b>	<b>Nutrition, Medical, Grocery, Banking, Personal, Field Trips</b>
<b>Avg. Yearly Ridership (1-Way Passenger Trips)</b>	21,690 for the period of 07/01/2022-06/30/2023
<b>Reporting Requirements</b>	LSP Units Report (Total number of 1-way Passenger Trips Reported Monthly)
<b>Contractual Service Area</b>	Miramar Parkway South, Turnpike East, Griffin North, US 27 West

Contractor shall utilize the City owned buses, at no cost to the Contractor.

In addition, the Contractor may provide services for trips requested by City Departments for activities such as Transportation request for Town Hall meetings, Special Events, Recreation Department’s Summer Camps, etc., provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services, and the corresponding revenue will be allocated to the City of Pembroke Pines Community Services Department.

The Contractor will only be allowed to use the City owned buses for uses approved by the City. The City **may** allow the Contractor to utilize the City buses for private rentals to external entities, provided such use is approved by City Administration ahead of time. All revenues from these activities will be collected by the City of Pembroke Pines and allocated to the City of Pembroke Pines Community Services Department. The Contractor will be responsible for coordinating services with these external entities.

**1.4 CONTRACT REQUIREMENTS**

The service contract resulting from this RFP will require the contractor to be solely responsible for providing sufficient personnel, training, and labor necessary to provide a high quality service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Charter School Transportation, Community Bus Service, and Senior Transportation Programs.

**1.4.1 COMPENSATION**



The City shall reimburse the Contractor for the “Cost of Work.” The term “Cost of the Work” shall mean cost necessarily incurred by Contractor in the performance of their duties. The following list generally defines, but does not limit, the costs to be reimbursed under the awarded contract:

1. Wages of workers directly employed by Contractor to perform the work.
2. Wages or salaries of Contractor’s supervisory and administrative personnel providing for the operation and management for the City's transportation services.
3. Costs paid by Contractor for taxes, insurance, contributions for benefits or other taxes required by law. The City shall pre-approve employee benefit plans.
4. Payment made by Contractor to Vendors in accordance with the requirements of the services provided.
5. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the work.
6. Insurance and bond premiums that can be directly attributed to this contract.
7. Sales, use or similar taxes imposed by a governmental authority that are related to the work.
8. Fees and assessments for permits, licenses and inspections for which Contractor is required to pay.
9. Information and technology costs related to the work and support of the same.
10. Legal, mediation and arbitration costs, including attorney's fees other than those arising from disputes between the City and Contractor reasonably incurred by Contractor in the performance of the work and with the City Administration's prior written approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they are incurred as a result of the acts or omissions of Contractor.
11. Other costs incurred in the performance of the work if and to the extent approved in advance in writing by the City Administration.
12. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
13. Costs of repairing or correcting damaged or nonconforming work executed by Contractor’s suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance sureties, or suppliers.
14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening, drug tests, fingerprinting, background searches and trainings.
15. All other costs approved by the City Administration.

#### **1.4.1(A) Minimum Wage**

On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida’s constitution to gradually increase the state’s minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:



Effective Date	Minimum Wage	Increase \$	Increase %
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

As a result, the City recommends for the proposed contractors to propose hourly wages for the proposed positions under this contract to be at least \$15 per hour.

**1.4.2 OFFICE SPACE AND EQUIPMENT TO BE FURNISHED BY THE CITY**

The City shall furnish the following items to Contractor or Contractor’s employees assigned to do the work, during the term of the contract:

1. School Buses and Shuttle Buses.
2. Fuel for the vehicles.
3. Office Space, Vehicle Maintenance Area and Bus Parking spaces located at 901 Poinciana Drive, Pembroke Pines, FL 33025 for the Contractor’s on-site management.
4. One office at the Carl Shechter South West Focal Point Senior Center for the Contractor’s Full-Time bi-lingual Scheduler that shall be responsible for communicating and scheduling trips with the riders.
5. Office furniture for Contractor’s on-site management.
6. Telephone, utilities, communication services for on-site management facilities.

**1.4.3 STAFFING**

- A. **Qualified Employees:** Contractor shall take all necessary actions to assure that its employees performing services pursuant to this Agreement are qualified and appropriate individuals to perform such service, and that all bus drivers are fully qualified and licensed to operate buses in the State of Florida.
- B. **Physicals & Drug Tests:** Contractor shall conduct physicals and drug tests on its employees performing services under this Agreement upon employment and thereafter on a random basis, and shall comply with the guidelines of the Florida Department of Transportation for post-accident requirements (Drug and Breath Alcohol).
- C. **Driver’s Experience & Licenses:** All employees operating a bus must have previous driving experience, possess a valid Commercial Drivers License, have completed at least forty (40) hours pre-employment classroom training; have completed at least twenty (20) hours pre-employment road testing.



CONTRACTOR shall assure that all its drivers, performing services for the City, shall complete at least eight (8) hours in-service road, reflex, and written testing on an annual basis. In addition, all drivers of the Shuttle Buses must be a registered Chauffer with Broward County.

- D. **Driving & Background Check:** Contractor shall obtain level two background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by the City. Contractor shall not employ a vehicle operator to perform service that does not meet the requirements of Florida law. Criminal background checks shall be conducted by Contractor at its own expense upon the employment of an individual to perform the services.
- E. **Jessica Lunsford Act:** Contractor must comply with the Jessica Lunsford Act. The law requires specific standards and procedures related to the background screening of individuals who provide contracted non-instructional services to Florida schools.
- F. **Uniforms and IDs:** All drivers shall wear a uniform shirt and carry an identification badge.
- G. **Omnibus Transportation Testing Act Compliance:** Throughout the term of the Agreement, Contractor shall be in compliance with and adhere to the Omnibus Transportation Testing Act of 1991, 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 49 CFR Part 382 (Controlled Substances and Alcohol Use and Testing) and 49 CFR Part 391 (Driver Qualifications), all as may be amended from time to time.
- H. **Full-Time Bi-lingual Scheduler for the Senior Transportation Program:** The City shall provide one office, free of charge, at the Carl Shechter South West Focal Point Senior Center for the Contractor's Full-Time bi-lingual Scheduler that shall be responsible for communicating and scheduling trips with the riders. The bi-lingual scheduler will need to be able to speak English and Spanish and must be staffed from 7:00 am to 5:00 pm on Monday through Friday.

#### **1.4.4 SAFETY**

- A. **Safety Meetings & Training:** Contractor acknowledges that safety is of paramount importance in the performance of this Agreement, and hereby agrees to, on a regular basis, hold monthly safety meetings throughout the school year for school bus drivers, assure that all drivers complete in-service safety training on an annual basis, to include defensive driving, and to conduct safety checks on buses via a Pre-Trip report prior to a bus being placed in service.



- B. **School Bus Inspections:** Contractor shall have all school buses inspected every twenty-five (25) attended school days by Broward County, as part of the ongoing inspection program requirement for all school bus contractors in Broward County. Each vehicle shall also be inspected daily by the assigned driver and document with a pre-trip report.
- C. **Florida Administrative Code & School Bus Safety Inspection Manual:** Contractor agrees to comply with all applicable rules, regulations and statutes governing the operation of school buses, including but not limited to Chapter 6A-3, "Transportation" of the Florida Administrative Code, Section 1006.22, Florida Statutes, and the State of Florida School Bus Safety Inspection Manual, all as may be amended from time to time.

#### **1.4.5 TRANSPORTATION ROUTES & SERVICES**

##### **1.4.5(A) Charter School Transportation**

- A. **Before & After School Routes:** Routes will change from year to year for the Charter School Transportation Service based on given school year's eligible students. Contractor is responsible for creating most efficient route to complete services in most responsible and timely manner. Routes must be turned in to City/School Administration, and approved, prior to the start of the school year.
- B. **Changes in Routes:** Any changes to set routes must first be approved by the City. Notification must be sent to affected parties/schools if/when the new route has been approved.
- C. **Bus Stops:**
  - 1. Curb-to-curb services from designated pick-up to drop-off points and return must be provided to students.
  - 2. Students shall be loaded and unloaded at the pre-approved bus stop locations.
  - 3. Pick-up and delivery time schedule shall not vary more than 15 minutes.
  - 4. No student shall be delivered to school in excess of thirty (30) minutes prior to the beginning of each school day, or picked up from school in excess of thirty (30) minutes following the close of each school day.
- D. **Time Length of Routes:** Routes shall be created to make sure that students are on the bus for no longer than 45 minutes.



E. **Other School Related Trips:** The contractor shall also be responsible for school trips made during and after school to various facilities, at no additional cost to the City. Trips include, but are not limited to:

1. School Trips to the Susan B. Katz Theater of the Performing Arts at the River of Grass Arts Park, YMCA, C.B. Smith Park, Pools, etc.
2. School Sports Trips
3. After School Trips
4. School Trips for Extracurricular Activities
5. Other School Sponsored Functions

F. **Non-School Related Trips:** The Contractor may utilize school buses to provide services for trips requested by City Departments and other entities, provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services or the external entities that receive the service, and the corresponding revenue will be allocated to the City of Pembroke Pines Charter Schools. Examples of these trips include but are not limited to:

1. Recreation Department's Summer Camp Field Trips
2. Department's utilizing bus transportation for Pre-Bid Meetings.
3. Transportation for communities to Town Hall meetings.
4. Transportation for Special Events.
5. Summer Camps for external entities.
6. Any other trip as approved by the City's Administration.

Note – The City and current contractor support the use of School Buses for Summer activities to keep the school bus drivers working throughout the School's Summer break and also provide the Charter Schools with additional revenues.

#### **1.4.5(B) Community Bus Services**

A. **Routes:** The Community Bus Service Routes include the Gold, Green and Blue routes that are included in this document as **Attachment F**, and may be adjusted from time to time. Should there be a service disruption; Contractor shall have 45 minutes to restore normal service levels. Below is a summary of the various fixed routes, which may be amended by the City from time to time.

B. **Green Route:**

1. **Operates:** Monday through Saturday from 7:45am-7:55pm
2. **Travel Time:** 57 minutes and 60 minute intervals between successive bus arrivals.
3. **Service starts:** Heritage Lakes and extends east to Westfork Plaza.



**C. Gold Route:**

1. **Operates:** Monday through Saturday from 7:00am-7:21pm
2. **Travel Time:** 45 minute intervals between successive bus arrivals on the eastbound service and 65 minutes on the westbound service.
3. **Service starts:** The westbound route starts at Century Village and extends west to Walmart at SW 184 Avenue, while the eastbound route goes to the Southwest Focal Point Community Center (SWFP).

**D. Blue West Route:**

1. **Operates:** Tuesday, Wednesday and Friday from 8:00am-3:15pm
2. **Travel Time:** 70 minute intervals between successive bus arrivals.
3. **Service starts:** Southwest Focal Point Community Center (SWFP) and extends west to Century Village.

**E. Blue East Route:**

1. **Operates:** Tuesday, Wednesday and Friday from 9:00am-3:25pm
2. **Travel Time:** 70 minute intervals between successive bus arrivals.
3. **Service starts:** Pines Place and extends west to City Hall.

**F. Changes in Routes:**

1. Contractor acknowledges and agrees that it shall not deviate or make changes to the Routes established in **Attachment F** without the prior written consent of the City Administration.
2. In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, the City may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. Contractor shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

**G. Bus Stops:**

1. Contractor must adhere to designated stops along the fixed routes - green, gold, and blue.
2. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.



H. **Holiday Schedule:** The Community Bus Services routes do not operate on Sundays, during hurricane warnings, and on the following observed holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Christmas Day

#### **1.4.5(C) Senior Transportation Program**

- A. **Routes:** The Senior Transportation program routes operate from Monday through Friday from 7:30 am to 4:30 pm. There are approximately 89 trips per day using approximately 8 vehicles on a daily basis. The Senior Transportation Program routes are created daily based on a given days demands (Citizen Reservations). Citizens are required to make a transportation reservation at least 48 hours in advance. Contractor is then responsible for creating most the efficient route to complete services in most responsible and timely manner.
- B. **Bus Stops:** Stops will depend on a given days schedule. Some of these stops include, but are not limited to: Hollybrook Clubhouse, Douglas Gardens, Memorial Urgent Care Center, Memorial Hospital West, various grocery stores and restaurants, Lowes, Wal-Mart, Broward County Regional Library South Campus, Broward College, Pembroke Lakes Mall, HollyLakes, and Century Village.
- C. **Non-Covered Trips:** The Contractor may utilize shuttle buses to provide services for trips requested by City Departments, provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services or the external entity in which services are provided to, and the corresponding revenue will be allocated to the City of Pembroke Pines Community Services Department. Some examples of these trips are:
1. Recreation Department's Summer Camp Field Trips
  2. Department's utilizing bus transportation for Pre-Bid Meetings.
  3. Special Event Transportation
  4. Recreation & Cultural Arts Department's Trips to Studio 18
  5. Community Services Recreation Division's trips to various locations including Hard Rock Casino, Museum of Art, Butterfly World, etc.



6. City Tour for the Student Ambassador Program
7. Any other trip as approved by the City's Administration.

#### **1.4.6 REPORTING AND RECORDKEEPING REQUIREMENTS**

##### **1.4.6(A) General**

- A. **Contractor's Funding Responsibility:** Contractor will be responsible for any lost state or county funds resulting from the program not being in compliance due to the contractor or contractor's employees not properly following any applicable requirements.
- B. **Reporting and Recordkeeping:** The City receives funding from the State and County for Transportation Services. In order to comply with the requirements needed to receive this funding, the Contractor will be responsible for reporting and record keeping.
- C. **Transmission of Reports:** All reports shall be transmitted to the City, or the City shall be copied on any reports that are transmitted to any other entities related to funding, as determined by the City.

##### **1.4.6(B) Charter School Transportation**

- A. **Florida Education Finance Program:** Contractor must accurately prepare all documents required and associated with student transportation and submit them to each school, and/or the appropriate entity including but not limited to the Broward County of the State of Florida, in a timely manner for processing in order to comply with the Florida Education Finance Program (FEFP). Additional data, as requested by the City, shall be compiled by the Contractor and submitted to the City, upon the City's request.
- B. **Student Transportation Survey Information:** The contractor shall be responsible for generating ridership reports and providing them to the sponsoring school district for the Charter schools with students who are eligible and reported for Florida Education Finance Program transportation funding. The survey periods and reporting deadlines shall be established by the Florida Department of Education (FLDOE). The sponsoring school district will include these students in the survey data submitted to the FLDOE. The Contractor shall contact the transportation director in the applicable sponsoring school district prior to the survey regarding the district's reporting process and procedures and ensure compliance with the districts process and procedures.

##### **1.4.6(C) Community Bus Services**



- A. **Reports:** Contractor shall maintain complete and accurate records of all Community Bus Services provided. Contractor shall supply reports in compliance with the schedule and requirements set forth by any applicable agencies, including Broward County.

#### **1.4.6(D) Senior Transportation Program**

- A. **Client Information and Registration Tracking System (CIRTS):** Contractor must maintain records of confirmed daily riders. The clients are entered monthly into the States Database, Client Information and Registration Tracking System (CIRTS), and then a Monthly Units report is generated.
- B. **Unit Cost Methodology Report:** This semi-annual report compiles all expenses related to the Senior Transportation Program, and is due in in June and December.

#### **1.4.7 OTHER GENERAL REQUIREMENTS**

##### **1.4.7(A) General**

- A. **Live Telephone Answering Services:** The Contractor must have a live telephone answering service in place to receive phone calls.
- B. **Text Telephone (TTY) Number:** The Contractor shall at all times have and maintain a proper working Text Telephone (TTY) number. This allows people who are deaf, hard of hearing, or speech-impaired use the telephone to communicate, by allowing them to type messages back and forth to one another instead of talking and listening.
- C. **Communication with Drivers:** All vehicles used by the Contractor must be equipped with an electronic communication device capable of maintaining contact with the central dispatcher while in route.
- D. **Accidents:** All accidents shall be reported immediately to the Police Department and the City of Pembroke Pines designated Project Manager.
- E. **Laws, Rules, Regulations and Guidelines:** Contractor shall comply with any applicable laws, rules, regulations and guidelines set forth by any federal, state, and local agencies including, but not limited to, the Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County (Including the School Board, Transit Division, Areawide Council on Aging of Broward County, Inc.).
- F. **Non-Discrimination on the Basis of Disability:** Contractor while providing Services shall comply with all applicable laws and regulations relating to



nondiscrimination on the basis of disability, including, but not limited to the following:

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.
2. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

To the extent that any terms in this RFP are inconsistent with the ADA, the requirements of the ADA shall control.

- G. **Vehicle Compliance:** Contractor shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations; including but not limited to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicle(s). Contractor shall utilize every practicable safeguard so as to minimize the discharge of pollutants. Contractor shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided.
- H. **Tipping Signs:** No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.
- I. **Vehicle Number:** All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:
1. Above or beside the passenger entrance door(s).
  2. On the exterior rear of the vehicle.
  3. On the exterior front of the vehicle.
  4. On the interior of the vehicle above the front windshield.
- J. **Vision:** Vision shall be unobstructed on all four (4) sides of the vehicle(s).



- K. **GPS & Ridership Tracking Equipment:** The vehicles do not currently have a GPS system, however the City may install a GPS system on each vehicle along with the ability for parents to track school buses via their phones, and the public to track shuttle buses via their phones. In addition, the system may be coupled with a system that can track the riders as they enter and leave the buses.
  
- L. **Advertisements:** Contractor shall not place advertisements of any kind or nature on any vehicle(s) without the prior written approval of the City. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Advertising, if allowed by the City on any vehicle, shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights.

**1.4.7(B) Community Bus Services**

- A. **Minimum Required Passengers:** The City must maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period. A Revenue Service Hour is the time when a vehicle(s) is available to the general public, and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing. Contractor shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify the City of possible conditions or remedies which are needed to address the reductions in passengers.
  
- B. **Emergency Transportation Service:** In addition to the scheduled Community Bus Service as set forth in the RFP, Contractor, upon direction of the City, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by the City. Fares shall not be collected from passengers during Emergency Transportation Service.
  
- C. **Emergency Response Plan:** Contractor shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators



and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to the City thirty (30) days from the effective date of this Agreement.

- D. **Suspension of Operations:** Contractor may suspend all or a portion of Community Bus Service when said performance is made impossible, upon prior approval of the City. Depending on the nature of the event, Contractor shall request verbal or written approval from the City prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

## **1.4.8 MAINTENANCE & INSPECTION**

### **1.4.8(A) General**

- A. **Minimum Maintenance Standards:** Contractor shall maintain all vehicles used for service, at a minimum, in accordance with the manufacturer's and state/local vehicle maintenance standards. Contractor shall maintain the vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition. Contractor shall be fully responsible for all maintenance and repair of vehicles, including, but not limited to, regularly scheduled routine maintenance, required inspections, and repairs.
- B. **Maintenance Process for Charter School Bus Operation:** Contractor shall provide their own mechanics to maintain the Charter School Buses at the City's Maintenance Facility located next to the Transportation Office at 901 Poinciana Drive, Pembroke Pines, FL 33025.
- C. **Maintenance Process for Shuttle Bus Operations:** The buses are currently maintained through the City's Fleet Maintenance Contract with Vera-Williamson Investments, Inc. dba Vera Cadillac Buick GMC or other vendors on an as-needed basis. The awarded vendor shall coordinate with the City on the best methods on maintaining the Shuttle Buses.
- D. **Maintenance & Inspection Records:** Contractor shall keep records of vehicle maintenance and inspections to document proper and efficient operation of the program. These records shall be made available to City as needed.
- E. **Daily Safety Inspections:** Contractor shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of Agreement prior to use thereof.



- F. **Preventative Maintenance Schedule:** Contractor shall develop a preventive maintenance schedule, which shall be approved by the City prior to initiating service.
- G. **Quarterly Inspections for Senior Transportation Program:** The Contractor is required to take the vehicles to Broward County for inspection every quarter. It is the responsibility of the Contractor to conduct a pre-inspection to ensure that the vehicle meets the County's inspection requirements.

## **1.5 PROPOSAL REQUIREMENTS**

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

### **1.5.1 Project Cost: Pricing Sheet / Bid Tables (15 points)**

1. The vendor must download the City's Pricing Sheet (**Attachment K: Pricing Submission Sheet - Labor Rates**) and provide their pricing by updating the yellow highlighted cells and uploading the document in excel format under the Pricing Sheet / Bid Tables section on the Bonfire website.

### **1.5.2 Questionnaires**

#### **Tab 1 - Experience and Ability (25 points):**

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.



5. Describe the specialized experience and technical competence of the firm with respect to working on:
  - a. School Transportation Services
  - b. Community Bus Services
  - c. Senior Transportation Services
6. How has your firm demonstrated adaptability to diverse service models, especially considering the unique requirements of educational transportation, senior shuttles, and community services?
7. Do you have a minimum of five (5) years of experience with similar School and Shuttle Bus Transportation Services? Please provide proof of such experience.
8. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
9. Explain the availability and access to the firm's top level management personnel.
10. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
11. List ongoing contracts/projects with their current status and projected termination dates.
12. How does your company plan to cover expenses while waiting for reimbursement from the City for approved expenses?
13. Provide a summary of your financial stability and capacity to manage the cash flow associated with the operation of transportation service.
14. What is your reputation compared to your peers in the market?
15. What is your reputation like among customers and how have you developed it?
16. How does your service differ from similar competitors'? How do you win and retain business?

**Tab 2 - Previous Experience / References Form (12.5 points):**

Provide specific examples of similar contracts for Transportation Services for School systems, Shuttle Bus for Seniors, and Community Service Bus transportation. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.



In addition, **do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.**

**1. Previous Experience:**

- a. How many clients have you provided Services for?
- b. What similar or related projects have you worked on within the past five years?
- c. What challenges did you face and how did you overcome them?
- d. How many of your clients are repeat clients?
- e. How long have you maintained relationships with your clients, and can you share insights into the nature of the collaboration over time?
- f. How much of your revenue is derived from managing projects similar to ours?
- g. Can you share instances where issues or challenges arose during previous projects, and how your firm addressed and resolved these issues to ensure a successful outcome?
- h. Highlight key success stories and achievements from your firm's experience in managing transportation services, showcasing positive outcomes and satisfied clients.
- i. How would your clients assess your firm's transparency in financial matters, such as billing processes, adherence to budgets, and overall fiscal responsibility?

**2. References Form:** Please provide references for your Services.

**a. References Contact Information**

- i. Name of Firm, City, County or Agency
- ii. Address
- iii. Contact Name
- iv. Contact Title
- v. Contact E-mail Address
- vi. Contact Telephone #

**b. Project Information**

- i. Name of Contractor Performing the work
- ii. Name and location of the project
- iii. Nature of the firm's responsibility on the project
- iv. Project duration
- v. Completion (Anticipated) Date
- vi. Size of project
- vii. Cost of project
- viii. Work for which staff was responsible

**Tab 3 – Staffing and Training (20 points):**



Address the critical role of qualified personnel and robust training programs.

- 1. Key Personnel Qualifications:**
  - a. Identify the contact person and supervisory personnel who will work on the projects.
  - b. Provide summaries of key persons to be assigned to the project with emphasis on their qualifications and experience with similar work. Summaries should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
- 2. Driver Qualifications:**
  - a. What criteria do you use for hiring and retaining drivers? Include details on driver qualifications, experience, and any ongoing training programs.
- 3. Management Structure:**
  - a. Outline the management structure for overseeing transportation services. Specify roles and responsibilities at various levels within your organization.
- 4. Staffing:**
  - a. Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, drivers, etc. that will perform work and/or services in this project.
  - b. Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.
- 5. Staffing Flexibility:**
  - a. How does your firm manage staffing levels to accommodate fluctuations in demand or unexpected circumstances, ensuring a responsive and reliable service?
- 6. Continuing Education Programs:**
  - a. Describe any continuing education or professional development programs in place for staff, with a focus on keeping them updated on industry best practices and evolving transportation technologies.
- 7. Customer Service Training:**
  - a. How do you train staff, especially drivers, in customer service skills to ensure a positive and respectful interaction with passengers and the community, while avoiding misconduct?
- 8. State Certified Classroom Instruction & Behind-the-Wheel Trainers:**
  - a. Please identify any existing staff that would be assigned to this contract that are State Certified Classroom Instruction and Behind-the-Wheel Trainers.



- b. If you don't currently have staff that are State Certified Classroom Instruction and Behind-the-Wheel Trainers, please identify the method in which you plan on utilizing to provide the necessary training to drivers.
- 9. Safety Training Programs:**
  - a. Provide details on safety training programs for both drivers and support staff, emphasizing protocols for emergency situations and preventive measures. Note – Please upload a copy of the proposer's current training manual describing (See section 1.5.4 for additional information) describing Proposer's training on new and revised procedures. The information shall include but not limited to the following elements:
    - i. Training program: number of hours and training curriculum
    - ii. Training of newly hired drivers
    - iii. Continuing education/training
    - iv. In-service training/on the job training
    - v. Training resources
    - vi. Training instructors
- 10. Employee Satisfaction Measures:**
  - a. Share strategies for measuring and enhancing employee satisfaction within your organization, emphasizing its impact on service quality.
- 11. Recruitment Policy:**
  - a. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.
  - b. Describe the proposer's ability to recruit personnel.
- 12. Turnover Rate and Retention Procedures:**
  - a. Describe the Proposer's turnover rate and retention procedures implemented by the Proposer.
- 13. Employee Benefit Plan:**
  - a. Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan (See section 1.5.4 for additional information).

**Tab 4 - Firm's Understanding and Approach to the Work (25 points):**

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

- 1. Statement of Understanding:**
  - a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
  - b. Please clearly describe all aspects of the project proposed.



- c. Include details of your approach and work plans.
- 2. Quality Assurance Plan:**
  - a. Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.
  - b. How do you ensure the quality and safety of your services?
  - c. What criteria do you use to measure your quality?
  - d. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
- 3. Service Customization:**
  - a. How will your firm customize transportation services to meet the specific needs of the City's Charter School system, Shuttle Bus for Seniors, and Community Service Bus? Provide a detailed plan for each.
- 4. Routing and Scheduling Optimization:**
  - a. Explain how your firm plans to optimize routing and scheduling to ensure timely and efficient transportation services. Highlight any algorithms or tools used for this purpose.
- 5. Data Analytics for Performance Monitoring:**
  - a. How do you utilize data analytics to monitor the performance of transportation services? Provide examples of key performance indicators (KPIs) and how they contribute to continuous improvement.
- 6. Maintenance Management System:**
  - a. Detail the maintenance management system that you plan to utilize for the Charter School Bus Program ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.
  - b. Detail the maintenance management system that you plan to utilize for both the Shuttle Bus Programs ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.
  - c. What feedback have you received from clients regarding the overall quality of maintenance services provided, including factors like safety, efficiency, and customer satisfaction?
- 7. Fuel Efficiency Measures:**
  - a. Explain measures that would be taken to enhance fuel efficiency to minimize fuel consumption and reduce environmental impact.
- 8. Emergency Response Protocols:**
  - a. Outline the emergency response protocols your firm has in place for various scenarios, ensuring the safety and well-being of passengers and community members.
  - b. Describe your experience in planning for reunification services with clients and/or providing reunification services in the event of a disaster or emergency. If applicable, provide examples of successful reunification efforts in previous transportation management projects.
  - c. Outline your plan for conducting evacuation drills.



- d. Address the frequency in which evacuation drills will be performed. (For example, address if evacuation drills will be performed at least twice per year, per bus.)
  - e. Describe how you ensure the participation and preparedness of both drivers and passengers during evacuation drills.
- 9. Incident Reporting and Analysis:**
- a. How do you handle incident reporting and analysis? Provide information on how your firm investigates and learns from safety incidents to continuously improve services.
- 10. Accessibility for Vulnerable Populations:**
- a. Describe measures taken to ensure the safety and accessibility of transportation services for vulnerable populations, such as seniors or individuals with disabilities.
- 11. Safety Standards:**
- a. Detail the safety standards and protocols implemented to ensure the well-being of passengers, drivers, and the community. Include any certifications or safety initiatives your firm follows.
  - b. How often do the vehicles and/or drivers get into accidents, and what is done to address these issues?
- 12. Regular Safety Audits:**
- a. How often does your firm conduct safety audits, and what are the key components of these audits to ensure ongoing compliance with safety standards?
  - b. How do you assess and analyze loading and unloading zones for safety and efficiency?
  - c. Provide examples of how you have optimized loading and unloading zones in previous transportation management projects.
- 13. Adaptability to Changing Demands:**
- a. How does your management plan accommodate fluctuations in service demand or unexpected changes, ensuring flexibility and responsiveness to the City's needs?
- 14. Regulatory Compliance:**
- a. How does your firm ensure compliance with local, state, and federal regulations in transportation services? Share experiences in navigating regulatory requirements.
- 15. Contractual Compliance:**
- a. How does your firm ensure compliance with contractual obligations, and what measures are in place to address any potential breaches or discrepancies?
- 16. Ethical Business Practices:**
- a. How does your firm promote and enforce ethical business practices within the organization, ensuring transparency, integrity, and responsible conduct?
- 17. Readiness and Timeline:**
- a. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of **June 1st, 2024**.



- b. Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.

**18. Concerns:**

- a. Identify any issues or concerns of significance that may be appropriate.

**19. Proposal Effectiveness:**

- a. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

**1.5.3 Other Completed Questionnaires**

- 1. Contact Information Form**
- 2. Proposer's Background Information**
- 3. Vendor Registration Checklist**

**1.5.4 Other Completed Documents**

- 1. Attachment A: Non-Collusive Affidavit**
- 2. Employee Benefit Plan**
  - a. Provide a copy of your employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract.
- 3. Current Training Program Manual**
  - a. Provide a copy of the proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures. Note – The information shall include, but shall not be limited to the following elements:
    - i. Training program: number of hours and training curriculum
    - ii. Training of newly hired drivers
    - iii. Continuing education/training
    - iv. In-service training/on the job training
    - v. Training resources
    - vi. Training instructors

**1.5.5 Optional Documentation**

- 1. Trade Secrets:**
  - a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of



Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

- b. Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.

**2. Financial Statements:**

- a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor’s financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.



- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

**3. Additional Information:**

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

**1.6 VENDOR REGISTRATION DOCUMENTS**

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**

The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

**1.6.1 Vendor Information Form**

**1.6.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

**1.6.3 Company Profile Form**

**1.6.4 Sworn Statement on Public Entity Crimes Form**

**1.6.5 Equal Benefits Certification Form**



**1.6.6 Vendor Drug-Free Workplace Certification Form**

**1.6.7 Scrutinized Company Certification**

**1.6.8 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**1.6.9 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

**1.6.10 Local Business Tax Receipts**

**1.6.11 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds**

- a. **Lobbying:**
  - i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
  - ii. 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 Contractor shall also complete and submit the **Standard Form - LLL, “Disclosure Form to Report Lobbying,”** in accordance with its instructions.

**b. Debarment, Suspension and Other Responsibility Matters:**

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation.**

**1.6.12 Minority-Owned Business Enterprise**

**1.6.13 Woman-Owned Business Enterprise**

**1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms**

**1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in this solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

<b>Criteria</b>	<b>Points</b>
Project Cost	15 points
Experience and Ability	25 points
Previous Experience / References Form	12.5 points
Staffing and Training	20 points
Firm’s Understanding and Approach to the Work	25 points
Veteran Owned Small Business Preference*	2.5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that Veteran Owned Small Business (VOSB) is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

*All other vendors shall receive zero (0) points.*



- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished. Please note that this does not limit the Evaluation Committee from utilizing other options that maybe available to the Committee.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

**1.7.1 SCORING FOR PROJECT COST CRITERIA**

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

**The Lowest Project Cost Proposal will be divided by Proposer “X” Cost Proposal times the Maximum Available Points for the Pricing Criteria = Proposer “X” Cost Score.**

**Example:**

- Firm “A” cost proposal is \$10,000 and is the lowest cost proposal
- Firm “B” cost proposal is \$15,000
- Firm “C” cost proposal is \$20,000

Maximum Points Available for the “Project Cost” criteria: 25

Calculation:

- Firm “A”: Lowest price and receives 25 points
- Firm “B”:  $\$10,000/\$15,000 \times 25$  points = 16.67 points
- Firm “C”:  $\$10,000/\$20,000 \times 25$  points = 12.50 points

**1.8 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>December 13, 2023</b>
Non-Mandatory Pre-Bid Meeting	<b>9:00 a.m. on January 4, 2024</b>
Question Due Date	<b>January 9, 2024</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>January 15, 2024</b>



Proposals will be accepted until	<b>2:00 p.m. on January 23, 2024</b>
Proposals will be opened at	<b>2:30 p.m. on January 23, 2024</b>
Evaluation of Proposals by Evaluation Committee	<b>February 2024</b>
Recommendation of Contractor to City Commission award	<b>March 20, 2024</b>

**1.8.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT**

There will be a non-mandatory scheduled pre-bid meeting on **January 4, 2024 at 9:00 a.m.** Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. After the initial portion of the non-mandatory meeting, the group will go to the Bus Depot Facility. Note - Contractors may be required to sign in at any of the meetings to show proof of attendance.

**1.9 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on January 23, 2024.**

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.**

**1.10 FREQUENTLY ASKED QUESTIONS (FAQs)**

**1.10.1 GENERAL QUESTIONS**

Question # 1	Does Section 13(c)/5333(b) apply to this contract?
Answer	No.



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**1.10.2 INSURANCE QUESTIONS**

Question # 1	Would the City consider removing the requirement for "Professional Liability/Errors & Omissions Insurance"?
Answer	No, this is required.

Question # 2	The existing contractor currently provides insurance to their employees and it is my understanding that the total payroll is reimbursable, can you provide us with the cost for the health insurance for each employee?
Answer	That is correct, under the current contract the total payroll is reimbursable, however the proposer should determine their own costs to provide wages and benefits, including health insurance, to their employees. In addition, the proposer should determine their own employee benefit plans and structure.

**1.10.3 FUEL**

Question # 1	Is fuel provided by the city for the vehicles?
Answer	Yes, fuel will be provided by the City from the City’s existing Fueling tanks located adjacent to the Bus Depot.

Question # 2	It is my understanding that Broward County who provides the Community Buses has announced that all replacement vehicles in the future will have dedicated only Propane Vehicles. Will the City of Pembroke Pines have a Propane Facility in order to fuel these vehicles in the near future?
Answer	The City does not currently have a Propane Facility to fuel vehicles. However, the City is exploring the ability and cost to install a propane fueling facility.

**1.10.4 COMMUNITY BUS SERVICES – PEAK NUMBER OF VEHICLES USED**

Question # 1	Please provide the peak number of vehicles used to operate each route for the Community Bus Service.
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Answer	Green Route - 2. Gold Route - 3. Blue Route - 2.
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**1.10.5 COMMUNITY BUS SERVICES - RIDERSHIP**

Question # 1	What is the annual ridership for the Community Shuttle Program?
Answer	150,484

**1.10.6 COMMUNITY BUS SERVICES – STOP ANNUNCIATORS**

Question # 1	Do the provided Community Bus Service coaches have stop annunciators?
Answer	Drivers announce major stops and intersections using the P/A system.

**1.10.7 AUTOMATIC BUS WASHER**

Question # 1	Please indicate whether there is an automatic bus washer at the City provided facility.
Answer	No, the City does not have an automatic bus washer at the City facilities.

**1.10.8 VEHICLE CAMERAS & CHILD SAFETY ALARM**

Question # 1	Are the current fleet of School Buses equipped with the required cameras and Child Safety Alarm?
Answer	The City owned school buses are currently equipped with the required cameras and Child Safety Alarm. Child check mate is the Child Safety System which is currently used.

**1.10.9 SPARE VEHICLES**

Question # 1	How many spare vehicles are there in your fleet?
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Answer	In the event that buses are out of service for repair or inspection, during peak times, the City generally has approximately fifteen spare Charter School Buses and twelve Shuttle Buses. For the Community Bus Service Program, the County will provide loaner buses, if available, in the event that a bus is down for repair, etc.
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**1.10.10 CHARTER SCHOOL TRANSPORTATION – ROUTES**

Question # 1	Please confirm the current method of routing used for the charter school bus program. Is an electronic routing package used?
Answer	The current contractor has not previously utilized an electronic routing package for the Charter School Bus Program, and currently creates routes manually. However, the current contractor recently started the process to implement the “Transfinder” School Bus Routing Software. In addition, the City and Contractor are also working to implement the Reaxium School Bus and Student Tracker system.

**1.10.11 SCHOOL TRANSPORTATION – ON BUS ATTENDANTS**

Question # 1	Does your Charter School Transportation Program require any additional employee on the buses besides the bus driver? For example, some schools have attendants, matrons, aides, etc. that are on the bus during pupil transportation.
Answer	No.

**1.10.12 SENIOR TRANSPORTATION DISPATCH/SCHEDULING**

Question # 1	Regarding Senior Transportation Services: Is the Contractor responsible for eligibility determination? Does the Contractor have responsibility for reservations? Is there a scheduling and dispatch software currently in use? If so, does the City own the licenses for this software? Will licenses for this software be provided to the Contractor? In the alternative, will the City/County be willing to accept a proposal including a different dispatch and scheduling software program?
Answer	Yes, the Senior Transportation program requires use of contractual guidelines to determine eligibility of clients. Contractor is responsible for making reservations, scheduling trips, and



	performing dispatching duties. Scheduling/Dispatching software currently in use is Easy Rides software. City currently pays for annual maintenance/licenses.
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**1.10.13 BROWARD COUNTY TRAINING**

Question # 1	Please provide the required number of County-provided training and safety meetings for all employees, along with the number of hours each employee will have to attend the County's training program.
Answer	The requirements may fluctuate based on requirements from the County, therefore proposer should confirm with the County.

**1.10.14 LABOR UNION**

Question # 1	Are the employees represented by a Union?
Answer	No, the current employees are not part of a labor union.

**1.10.15 CHARTER SCHOOL OPERATIONAL HOURS**

Question # 1	Please provide the number for days that each charter school operates. Please provide the average hours for each driver to operate the AM and PM service for each charter school.
Answer	The City of Pembroke Pines follows the School Board of Broward County's School Calendar. Charter School operates 180 school days, and the rest of the schedule is dependent on trips. The drivers average 7.5 hours daily. The office is open every day except for weekends. The hours of operation are generally from 5:30 AM to 9:00 AM and from 1:00 PM to 5:00 PM, but it also depends on route time. Please see attachment J “ <b>Charter School General Bus Schedule</b> ” for additional information. In addition, there may be school sponsored activities that may happen outside of the normal operating hours.

**1.10.16 LIVING WAGE ORDINANCE**

Question # 1	Does the City have a living wage ordinance? In addition, would Broward County’s living wage ordinance apply to this contract?
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Answer	The City does not have a living wage ordinance, and Broward County's living wage ordinance would not apply to these services.
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**1.10.17 UPGRADES & ENHANCEMENTS**

Question # 1	Will the contractor be able to propose upgrades or other solutions in lieu of existing systems?
Answer	Yes.

**1.10.18 SERVICE DAYS**

Question # 1	Please provide the total number of days of service for the different services.
Answer	<p><b>The Charter School Transportation</b> operates for approximately 180 school days per year, this includes the typical Broward County School Calendar days and field trips on weekends. There are also field trips during the winter break, spring break, and summer break.</p> <p><b>Community Bus Services - Green Route &amp; Gold Routes -</b> Operates Monday through Saturday. Assuming that there are 52 weeks per year, there would be approximately 312 days of operation, not including days off for holidays.</p> <p><b>Community Bus Services – Blue Route -</b> Operates Tuesdays, Wednesdays, and Fridays. Assuming that there are 52 weeks per year, there would be approximately 156 days of operation, not including days off for holidays.</p> <p><b>The Senior Transportation Program -</b> Operates Monday through Friday. Assuming that there are 52 weeks per year, there would be approximately 260 days of operation, not including days off for holidays.</p>

**1.10.19 STAFFING**

Question # 1	Can the contractor provide its own call center staff (dispatch, scheduling, coordinator) in a shared work / call center environment?
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Answer	Yes, however the contractor must also have a bi-lingual scheduler, at the South West Focal Point Senior Center, that will need to be able to speak English and Spanish and must be staffed from 7:00 am to 5:00 pm on Monday through Friday, as stated in the RFP.
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**SECTION 2 - INSURANCE REQUIREMENTS**

2.1 INDEMNIFICATION:

Yes No

2.1.1 General Indemnification: The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Yes No

2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial



strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



Yes No

2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- 1. Workers' Compensation: Coverage A – Statutory
- 2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$3,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$3,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$3,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's



Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR’s completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 2.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s



Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

x 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

2.7.2 Waiver of all Rights of Subrogation against the CITY.

2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

2.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.

2.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

### **3.2 CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

### **3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact Bonfire support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

### **3.6 WARRANTIES FOR USAGE**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

### **3.7 BRAND NAMES**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new,

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

### **3.10 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **3.11 DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

### **3.12 PRICING**

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

### **3.13 DELIVERY POINT**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

### **3.14 TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

### **3.15 CONTRACT TIME**

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

### **3.16 COPYRIGHT OR PATENT RIGHTS**

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

### **3.17 PUBLIC ENTITY CRIMES**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

### **3.18 CONFLICT OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

### **3.19 FACILITIES**



The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

### **3.20 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.21 SIGNATURE REQUIRED**

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **3.22 MANUFACTURER'S CERTIFICATION**

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

### **3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

### 3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

### 3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

### 3.27 INDEMNIFICATION

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

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

**General Indemnification:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees



or independent contractors pursuant to or in the performance of the Contract.

**Indemnification for Design Professionals and Construction Contracts:** The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

**Patent and Copyright Indemnification:** Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

### 3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### 3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

### **3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

### **3.31 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

### **3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

### **3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

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

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

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

### **3.34 CONE OF SILENCE**

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive



solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted Communication:** The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

### 3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **3.36 JESSICA LUNSFORD ACT**

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

### **3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL**



**INTERESTS IN GOVERNMENT  
CONTRACTING**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.



**SECTION 4 - SPECIAL TERMS & CONDITIONS**

**4.1 PROPOSAL SECURITY**

**Proposal Security Amount:**

Yes No

**x** A Proposal Security shall not be required for this project.

Yes No

**x** A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

**x** A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

**x** A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.

Note - Contingency is not to be counted in the total amount the proposal security is based on.

**Proposal Security Requirements:** For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond

for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

**Scanned Proposal Security:** For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through Bonfire.

**Physical Proposal Security:** For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSPW-23-17 Roof Replacement for Various City Buildings**" and sent to the:

City of Pembroke Pines,  
City Clerk's Office, 4th Floor,  
601 City Center Way,  
Pembroke Pines, Florida, 33025.

**Opportunity to Cure:** In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

**Successful Proposer:** The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.



**Three Lowest Proposers:** The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

**All Other Proposers:** Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

**4.2 PAYMENT AND PERFORMANCE BONDS**

**Payment and Performance Bond Amount:**

Yes No

Payment and Performance Bonds shall not be required for this project.

Yes No

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Yes No

In the event that the awarded contract exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount the payment and performance bonds are based on.

**Coverage Period:** The surety company shall only cover the period of performance /

construction and not the labor warranty nor the manufacturer's warranty periods.

**Successful Proposer:** Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

**Minimum Requirements of Surety:** Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

**Performance Bond:** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

**Payment Bond:** The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and



supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

**Recordation of Bonds with the County:** Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

**4.3 TAX SAVER PROGRAM**

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

**4.4 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

**A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or

liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**C. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision 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. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

#### **D. DAVIS-BACON & RELATED ACTS**

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

#### **E. COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **F. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

#### **G. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **H. SUSPENSION AND DEBARMENT**



Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**J. RECYCLED PRODUCTS / RECOVERED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION**

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a

part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).



**M. REPORTING & RETENTION OF RECORDS**

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

**N. RIGHTS TO INVENTIONS**

CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

**O. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**P. DHS SEAL, LOGO, AND FLAGS**

CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

**Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

**R. FRAUDULENT STATEMENTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

**S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(1) Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain 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; (ii) Enter into, extend, or renew a contract to procure or obtain 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; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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 as part of any system.

(2) **Exceptions.** This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) **Reporting requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the

information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

#### **T. DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean 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.

**U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

**V. PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will

enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

**W. RIGHTS IN DATA**

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

**X. INSPECTION AND ACCEPTANCE**

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the



contract price or cost to reflect the reduced value of services received.

**Y. DOCUMENTATION OF COSTS**

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

**Z. DRUG FREE WORKPLACE**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

**AA. ADMINISTRATIVE,  
CONTRACTUAL OR LEGAL  
REMEDIES**

If the Contractor fails to perform to the City's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the Federal/State sponsor's interests and ensure the Contractor is fully aware of its responsibilities, as well as the remedies that will be available to the City and Federal/State sponsor for nonperformance. "Nonperformance" by the Contractor is any failure to follow the terms of the contract.

**BB. PROHIBITIONS OF GRATUITIES**

By submission of a bid, the Contractor certifies that no employee of the Contractor has or shall benefit financially or materially from such bid or resulting contract. Any resulting contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.



**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

\_\_\_\_\_ ,  
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED

**YOUR COMPANY NAME HERE**

INSURER A:  
INSURER B.  
INSURER C.  
INSURER D.  
INSURER E.

**Companies providing coverage**

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>											
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

**Certificate must contain wording similar to what appears below**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

**"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"**

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

**City of Pembroke Pines**  
601 City Center Way  
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER.

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE



**CONTRACTUAL SERVICES AGREEMENT FOR  
OPERATION AND MANAGEMENT OF TRANSPORTATION SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES  
AND {---Company Name---}**

**THIS IS AN AGREEMENT (“Agreement”)**, dated \_\_\_\_\_, by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

{---Company Name---}, {---Corporation Type---}, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of {---Street1---}{---Street2---}, {---City---}, {---State/Province---} {---Postal Code---} (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On {---Solicitation Advertisement Date---}, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide {---Solicitation Service Description---} as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

{---Solicitation Type Abbreviation---} # {---Solicitation Number---}  
“{---Solicitation Title---}”

1.2 On {---Bid Opening Date---}, the bids were opened at the offices of the City Clerk.



1.3 On \_\_\_\_\_, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the {---**Solicitation Service Description**---}, at location address ("Property") as more particularly described in and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 All drivers must meet the minimum requirements set forth in **Exhibit "A"**. CONTRACTOR shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of this Agreement prior to use thereof. CONTRACTOR shall further ensure that all vehicles comply with the most current State of Florida Department of Education, School Bus Safety Inspection Manual, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County, including the School Board, Transit Division and Areawide Council on Aging of Broward County, Inc., the Jessica Lunsford Act, when applicable.

2.4 CONTRACTOR shall maintain a full-time mechanic possessing a current and valid State of Florida School Bus Safety Inspection Certificate. A copy of the mechanics Safety Inspection Certificate shall be furnished to CITY upon request.

2.5 CONTRACTOR shall, in addition to the Senior and Community transportation services, provide student transportation services for elementary, middle, and high school students in accordance with this Agreement. Door-to-door pickup service may be required in response to CITY's request. Transportation may also be required for other events. Rider safety is of paramount importance in the performance of all CONTRACTOR's transportation services through the term of this Agreement.

2.6 With regards to the Student Transportation Services. CONTRACTOR shall comply with all federal, state and local governmental regulations and guidelines for transportation of



passengers, including all Federal Vehicle Safety Standards and School Bus Specifications in effect the year the school bus was manufactured. CONTRACTOR shall also comply with any applicable Board of Education guidelines and regulations governing the transportation of passengers, seniors and students.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.10 The CITY vehicle inventory is provided in **Exhibit "A"**, which is attached hereto and made a part hereof. This inventory may increase or decrease in the future due to fleet changes. CONTRACTOR shall maintain a sufficient vehicle inventory to perform the services provided in this Agreement at all times, and for this reason shall notify CITY within five (5) business days of any changes in the vehicle inventory. The vehicle inventory list within **Exhibit "A"** shall contain the following information on each vehicle:

- Year of Manufacture
- Model
- Make
- Vehicle Identification Number (VIN)
- Bus Number
- Capacity
- Most Recent Inspection Date
- Whether Vehicle is Wheelchair-Lift Accessible or Not

2.9 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of



termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the **Operation and Management of Transportation Services** as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial {---Initial Contract Length---} period commencing on «Commencement\_Date» and ending on «Expiration\_Date».

3.2 This Agreement may be renewed for {---Renewal Terms---} upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---Termination for Convenience---} of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

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

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed in accordance with **Exhibit “A”** and correctly invoiced.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY Administration.

Payment will be made to CONTRACTOR at:



{---Company Name---}  
{---Payment Street 1---}, {---Payment Street 2---}  
{---Payment City---}, {---Payment State/Province---} {---Payment Postal Code--}

**ARTICLE 5**  
**CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**RESERVED**

**ARTICLE 7**  
**INDEMNIFICATION**

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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



7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

7.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 8** **INSURANCE**

8.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management (B" + is acceptable for Workers Compensation insurance), and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.



8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee



If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$3,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$3,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$3,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

8.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

8.6.4 Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer’s Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY.

Yes No

8.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR’s completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines**



**must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

8.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

x

8.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

8.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services



or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✖

8.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

✖

8.6.13 Other Insurance

### 8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

8.7.2 Waiver of all Rights of Subrogation against the CITY.

8.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

8.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.

8.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

### **ARTICLE 9** **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### **ARTICLE 10** **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business,



and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 11**  
**AGREEMENT SUBJECT TO FUNDING**

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

**ARTICLE 12**  
**UNCONTROLLABLE FORCES**

12.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 13**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

**ARTICLE 14**  
**SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.



**ARTICLE 15**  
**DEFAULT OF CONTRACT & REMEDIES**

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance.

15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY Administrators relative thereto.

15.3.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.3.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.



15.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond, if applicable. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

15.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

15.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 16** **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

## **ARTICLE 17** **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can



be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

**ARTICLE 18**  
**DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

**ARTICLE 19**  
**PUBLIC RECORDS**

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

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.



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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
SCRUTINIZED COMPANIES**

20.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

20.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

20.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

20.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

20.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 21  
EQUAL BENEFITS FOR EMPLOYEES**

21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):



- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
  - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
  - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
  - CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
  - CONTRACTOR is a governmental agency.

21.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

21.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.



21.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

21.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

## **ARTICLE 22** **EMPLOYMENT ELIGIBILITY**

22.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### **22.1.1 Definitions for this Section.**

22.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

22.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

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

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

22.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment



eligibility of:

22.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

22.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

22.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **ARTICLE 23** **FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

23.1 **Equal Employment Opportunity**. During the performance of this contract, CONTRACTOR agrees as follows:

23.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of



compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

23.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

23.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

23.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

23.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,



1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

23.1.8 CONTRACTOR will include the provisions of paragraphs (23.1.1) through (23.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

23.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be 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, CONTRACTOR must be required to pay wages not less than once a week.

23.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be 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. CITY must report all suspected or reported violations to the Federal awarding agency.

23.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) 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. 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.

23.4.1 **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.

23.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (23.4.1) 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 (23.4.1) of this section, in the sum of \$10 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 (23.4.1) of this section.

23.4.3 **Withholding for unpaid wages and liquidated damages.** CITY 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 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 (23.4.2) of this section.

23.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (23.4.1) through (23.4.4) 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 (23.4.1) through (23.4.4) of this section.

23.5 CONTRACTOR 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). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.5.1 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

23.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

23.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply



with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. 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 shall 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 recipient.

23.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

23.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR 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.

23.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

23.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said



materials or inventions for Federal Government purposes.

23.12 **No Obligation by the Federal Government**. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23.13 **DHS Seal, Logo, and Flags**. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

23.14 **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

23.15 **Fraudulent Statements**. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

23.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

23.16.1 **Prohibitions**.

23.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

23.16.1.2 Unless an exception in paragraph 23.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

23.16.1.2.1 Procure or obtain 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;

23.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain 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;

23.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

23.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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 as part of any system.

### 23.16.2 **Exceptions.**

23.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

23.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 23.16.3 **Reporting requirement.**

23.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 23.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

23.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 23.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known);



brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 23.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

23.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *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. *Manufactured products* mean 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.

23.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

23.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

## **ARTICLE 24** **MISCELLANEOUS**



24.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

24.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

24.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

24.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

24.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

24.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY

Charles F. Dodge, City Manager



City of Pembroke Pines  
601 City Center Way, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

CONTRACTOR {--Primary Contact Name--}, {--Primary Contact Title--}  
{--Company Name--}  
{--Street1--}, {--Street2--}  
{--City---}, {--State/Province--} {---Postal Code--}  
E-mail: {--E-mail--}  
Telephone No: {--Phone--}  
Cell phone No: {--Primary Contact Cell Phone Number--}  
Facsimile No: {--Fax--}

24.7 **Binding Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

24.8 **Headings**. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

24.9 **Exhibits**. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

24.10 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

24.11 **Entire Agreement and Conflicts**. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, **Exhibit “A”**, and **Exhibit “B”**, this Agreement shall prevail, followed by **Exhibit “A”**, and then **Exhibit “B”**.



24.12 **Waiver**. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

24.13 **Attorneys' Fees**. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

24.14 **Protection of CITY Property**. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

24.15 **Counterparts and Execution**. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

24.16 **Compliance with Statutes**. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

24.17 **Services to be Performed at CITY Schools**. CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

\_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

MAYOR FRANK C. ORTIS

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

{---Company Name---}

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

### LOCAL SERVICES PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and **City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

#### WITNESSETH THAT:

**WHEREAS**, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

**NOW THEREFORE**, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

#### 1. Purpose of Contract:

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

#### 2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

#### 3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2023. It will end at midnight, Eastern Standard time on June 30, 2024.

#### 4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$216,155.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

#### 5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

**5.1** To demonstrate compliance with this provision, Contractor shall submit Background Screening Affidavit of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

**6. Nondiscrimination-Civil Rights Compliance**

**6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

**6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.

**6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

**6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

**7. Provision of Services:**

The Contractor shall provide services in the manner described in ATTACHMENT I of this Contract.

**8. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

<b>a.</b>	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 <sup>rd</sup> Avenue Pembroke Pines, FL 33026
<b>b.</b>	The name of the contact person and street address where financial and administrative records are maintained is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 <sup>rd</sup> Avenue Pembroke Pines, FL 33026

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 <sup>rd</sup> Avenue Pembroke Pines, FL 33026 954-450-6888
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

**9. All Terms and Conditions Include:**

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

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July 1, 2023 – June 30, 2024

Contract JL023-10-2024

IN WITNESS THEREOF, the parties hereto have caused this 40 page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**

**City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**

**Areawide Council on Aging of Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

DocuSigned by:  
*Charles F. Dodge*

47B966ECFDAD4AC  
SIGNED BY:

Charles F. Dodge

NAME:

City Manager

TITLE:

August 9, 2023

DATE:

FEDERAL ID NUMBER: 59-0908106

FISCAL YEAR-END DATE: September 30

Approved as to Legal Form:

DocuSigned by:  
*Jacob Horowitz*

A563A1DDEFD5417...  
Jacob Horowitz

*Charlotte C. Mother-Taylor*

SIGNED BY:

*Charlotte Mother-Taylor*

NAME:

*CEO*

TITLE:

*8/14/23*

DATE:

July 1, 2023 – June 30, 2024

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**ATTACHMENT I**

**STATEMENT OF WORK  
LOCAL SERVICE PROGRAM**

**SECTION I: SERVICES TO BE PROVIDED**

**A. DEFINITIONS OF TERMS AND ACRONYMS**

**1. Contract Acronyms**

Activities of Daily Living (ADLs)  
Assessed Priority Consumer List (APCL)  
Client Information and Registration Tracking System (CIRTS)  
Code of Federal Regulations (CFR)  
Corrective Action Plan (CAP)  
Department of Elder Affairs (DOEA)  
Florida Administrative Code (F.A.C)  
Florida Statutes (F.S.)  
Instrumental Activities of Daily Living (IADLs)  
Local Services Program (LSP)  
Notice of Instruction (NOI)  
Planning and Service Area (PSA)  
Service Provider Application (SPA)  
Summary of Programs and Services (SOPS)  
United States Code (U.S.C.)

**2. Program Specific Terms**

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook).** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

**NOI:** DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

**Proviso:** Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

**Service Provider Application (SPA):** A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

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306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

**Service Provider Application (SPA) Update:** A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

**Summary of Programs and Services (SOPS):** A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

## **B. GENERAL DESCRIPTION**

### **1. General Statement**

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

### **2. Local Service Program (LSP) Mission Statement**

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

### **3. Authority**

The relevant authority governing LSP program include:

- a. Sections 430.201 through 430.207, F.S.,
- b. The State of Florida General Appropriations Act; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

### **4. Scope of Service**

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

### **5. Major Program Goals**

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

## **C. CLIENTS TO BE SERVED**

### **1. General Eligibility**

The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

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**2. Client Eligibility**

Clients eligible to receive services under this Contract must:

- a. Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

**3. Targeted Groups**

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

**4. Client Determination**

The Council shall have final authority for the determination of client eligibility.

**SECTION II: MANNER OF SERVICE PROVISION**

**A. SERVICE TASKS**

In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

**1. Client Eligibility Determination**

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section I.C.2 and Section I.C.3, of this Contract.

**2. Assessment and Prioritization of Service Delivery for New Clients**

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

**3. Program Services**

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

**B. Staffing Requirements**

**1. Staffing Levels**

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The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

**3. Service Times**

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm local time.

**4. Use of Subcontractors**

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council’s Program Specialist and the Council’s Chief Financial Officer in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

**a. Copies of Subcontracts**

The Contractor shall submit a copy of all subcontracts to the Council’s Program Specialist within thirty (30) days of the subcontract being executed.

**b. Monitoring the Performance of Subcontractors**

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

**c. Copies of Subcontractor Monitoring Reports**

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council’s Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

**C. DELIVERABLES**

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

**1. Delivery of Service to Eligible Clients**

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The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and ATTACHEMTN I, Section II.A.1. through Section II.A.3, of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

## 2. **Services and Units of Services**

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEA Handbook and the service tasks described in ATTACHMENT I, Section II.A, of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

## 3. **Administrative Responsibilities**

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

- a. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- b. Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;
- c. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- d. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- e. Appropriately and timely submitting payments to subcontractors;
- f. Arranging in-service training for staff and/or subcontractors at least annually;
- g. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- h. Ensuring compliance with CIRTIS regulations;

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- i. Monitoring performance objective achievements specific to authorizing proviso in accordance with targets set by the Council and/or DOEA; and
- j. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

**D. REPORTS**

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

**1. Service Provider Application (SPA) Update and All Revisions Thereto**

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

**2. Client Information and Registration Tracking System (CIRTS)**

The Contractor shall ensure timely input of LSP specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

**3. Service Costs Reports**

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2023 is due on February 16, 2024. The annual service cost report encompassing the twelve months ending 6/30/2024 is due on August 16, 2024, which will be forward to DOEA.

**4. Surplus/Deficit Report**

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

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- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

#### **5. Program Highlights**

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

### **E. RECORDS AND DOCUMENTATION**

#### **1. Requests for Payment**

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

#### **2. CIRT Address Validation**

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

#### **3. CIRT Data and Maintenance**

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRT) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

#### **4. Data Integrity and Back up Procedures**

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

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**5. Policies and Procedures for Records and Documentation**

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

**F. PERFORMANCE SPECIFICATIONS****1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section II.A.1. through Section II.A.3. and Section II.C.1 through Section II.C.3 of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOEA Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections II.D. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

**2. Contract Monitoring**

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and

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j. Other procedures as deemed necessary.

#### **G. Contractor Responsibilities**

##### **1. Contractor Accountability**

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

##### **2. Coordination with Other Providers and/or Entities**

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

#### **H. Council's Responsibilities**

##### **1. Council Obligations**

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

##### **2. Council Determinations**

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

### **SECTION III: METHOD OF PAYMENT**

#### **A. General Statement of Method of Payment**

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section II., Manner of Service Provision, of this Contract, and in accordance with other terms and conditions of this Contract.

##### **1. Unit Rate**

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

##### **2. Advance Payment**

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be

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distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Chief Financial Officer. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III, to this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2023. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2023, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

**B. Funding Distribution**

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV to this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Chief Financial Officer will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

**C. Method of Invoice Payment**

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Budget Summary, ATTACHMENT IV to this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V to this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

**D. Payment Withholding**

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

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**E. Date for Final Request for Payment**

The final request for payment will be due to the Council no later than July 25, 2024.

**F. CIRTS Data Entries for Subcontractors**

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRTS database in accordance with the current DOEA Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the CIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

**G. Monthly CIRTS Reports**

The Contractor is required to run monthly CIRTS's reports and verify that client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

**H. Corrective Action Plan**

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section III.I of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

**I. Financial Consequences**

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section II.C of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section II.C of this Contract.
  - a. Delivery of services to eligible clients as referenced in ATTACHMENT I, Section II.A.1 through Section II.A.2 and Section II.C.1 of this Contract – Failure to comply with established

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assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

- b. Services and units of services as referenced in Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II.A of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- c.
- d. Administrative duties as referenced in Section II.C.3. of this Contract – Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- e. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

2. Exceptions may be granted solely, in writing, by the Council's Program Director.

#### **SECTION IV. SPECIAL PROVISIONS**

##### **A. Date for Final Request for Budget Revisions**

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2024, must be submitted to the Program Specialist and the Chief Financial Officer, no later than June 30, 2024; email requests are considered acceptable.

##### **B. Contractor's Financial Obligations**

###### **1. Use of Service Dollars and Assessed Priority Consumer List Management**

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

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**C. Contract Limits**

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

**D. Remedies- Nonconforming Services**

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

**E. Incident Reporting**

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference and in authorizing proviso. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

**F. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

**G. Volunteers**

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

**H. Enforcement**

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
  - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master

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Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

- b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
  - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
  - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
  - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
  - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
  - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

**I. Contract Modifications**

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

**END OF ATTACHMENT I**

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**ATTACHMENT II****FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

**AUDITS****PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part 1, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contract with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

**PART II: STATE FUNDED**

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

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Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

### PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census  
1201 East 10<sup>th</sup> Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:  
Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road Sunrise, FL 33351

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The Auditor General's Office at the following address:  
State of Florida Auditor General  
Claude Pepper Building, Room 574  
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

#### PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

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**EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes\*

2 CFR §200.201 – Administrative Requirements\*\*

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

2 CFR §200.400 - §200.411 – Cost Principles\*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

**EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:**

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education\*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

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**EXHIBIT 2**

**FUNDING SUMMARY**

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:**

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:**

**FEDERAL FUNDS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

**2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
<b>TOTAL STATE AWARD</b>			<b>\$0</b>

**STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.**

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	\$ 216,155.00
<b>TOTAL AWARD</b>			<b>\$ 216,155.00</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:**

**STATE FINANCIAL ASSISTANCE**

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures  
Other fiscal requirements set forth in program laws, rules and regulations

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**ATTACHMENT III**

**LOCAL SERVICE PROGRAM  
INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 6
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 5
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 8
15	Final Expenditure	July 25

Legend: \* Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

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**ATTACHMENT IV**

**LOCAL SERVICE PROGRAM**

**BUDGET SUMMARY**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>LSP Funds</b>	<b>Total Reimbursement</b>
Transportation	20,567	\$10.51	\$216,155.00	\$216,155.00
<b>TOTAL AGREEMENT AMOUNT - LSP</b>			<b>\$216,155.00</b>	<b>\$216,155.00</b>



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CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM  
PROGRAM  
FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID #  <b>PROVIDER NAME</b> ADDRESS ADDRESS  Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	<b>TYPE OF REPORT:</b>  <b>A. PAYMENT REQUEST:</b> Regular <input checked="" type="checkbox"/> Supplemental <b>B. METHOD OF PAYMENT:</b> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/>	<b>THIS REQUEST PERIOD:</b> MONTH  <b>REPORT #:</b> <b>CONTRACT PERIOD:</b> CONTRACT #  <b>PSA#: 10</b>		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By:	Date:	Approved By:	Date:	
<b>PART A: CONTRACT FUNDS SUMMARY</b>	<b>SERVICE</b>	<b>SERVICE</b>	<b>SERVICE</b>	<b>TOTAL</b>
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART B: CONTRACT FUNDS REQUESTED:</b>				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period <sup>Part B</sup> = to PSA #10 Form 105Z Part B - Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART C: NET FUNDS REQUESTED:</b>				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested <sup>Part B</sup> Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 3)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: \_\_\_\_\_

VENDOR ID: P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: \_\_\_\_\_

CHECK # \_\_\_\_\_ CHECK DATE: \_\_\_\_\_

INPUT: \_\_\_\_\_ APPROVAL: \_\_\_\_\_

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**ATTACHMENT VI**

**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

**B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

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 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.

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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 employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

### **C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).**

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318). as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

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recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

**D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

**E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

**F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigation that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

**G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

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disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

#### **H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION**

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

#### **I. RECORDS AND DOCUMENTATION**

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

#### **J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS**

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

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or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
- 2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does \_\_\_\_\_ does not \_\_\_\_\_ provide for institutional memberships.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

DocuSigned by:  
  
47B966ECFDAD4AC  
 \_\_\_\_\_  
 Signature and Title of Authorized Representative

August 9, 2023  
 \_\_\_\_\_  
 Date

**City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**  
Contractor

301 NW 103<sup>rd</sup> Avenue  
Pembroke Pines, FL 33026

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

**ATTACHMENT VII****ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

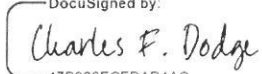
**Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>DocuSigned by:                    47B966ECFDAD4AC</p>	<p>TITLE</p> <p>City Manager</p>
<p>APPLICANT ORGANIZATION</p> <p><b>City of Pembroke Pines, Florida / Southwest Focal Point Senior Center</b></p>	<p>DATE SUBMITTED</p> <p>August 9, 2023</p>

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

**ATTACHMENT VIII**

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS  
CIVIL RIGHTS COMPLIANCE CHECKLIST**

<b>City of Pembroke Pines, Florida / Southwest Focal Point Senior Center</b>	County Broward	AAA/Contractor
301 NW 103 <sup>rd</sup> Avenue	Completed By	
Pembroke Pines, FL 33026	Date	Phone 954-450-6888

**PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.**

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

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2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

**PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.**

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO

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7. Compare the staff composition to the population. Is the staff representative of the population?

NA YES NO

If NA or NO, explain.

---

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain. NA YES NO

Population? If NA or NO, explain.

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9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO

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10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO

---

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO

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July 1, 2023 – June 30, 2024

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12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO

13. Are employees, applicants, and participants informed of their protection against discrimination?  
If yes, how? Verbal  Written  Poster  If NA or NO, explain. NA YES NO

14. Give the number and current status of any discrimination complaints regarding services or  
employment filed against the program/facility. NA NUMBER  
 \_\_\_\_\_

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?  
If NA or NO, explain. NA YES NO

**PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES**

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to  
make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution  
of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees, and participants of  
nondiscrimination on the basis of disability? If NO, explain. YES NO

20. Are auxiliary aids available to assure the accessibility of services to hearing and sight  
impaired individuals? If NO, explain. YES NO

**PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

21. Do you have a written affirmative action plan? If NO, explain. YES NO

DOEA USE		
Reviewed By	In Compliance: YES NO*	
Program Office	*Notice of Corrective Action Sent ___/___/___	
Date	Telephone	Response Due ___/___/___
On-Site	Desk Review	Response Received ___/___/___

**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
  - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
  - b. Modify policies and practices that do not meet Section 504 requirements.
  - c. Take remedial steps to eliminate any discrimination that has been identified.
  - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

**ATTACHMENT IX**

**BACKGROUND SCREENING**



Ron DeSantis  
Governor

Michelle Branham  
Secretary



**BACKGROUND SCREENING**

**Attestation of Compliance - Employer**

**AUTHORITY:** This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

As the duly authorized representative of

\_\_\_\_\_ *Employer Name*

located at \_\_\_\_\_  
*Street Address City State ZIP code*

I, \_\_\_\_\_ do hereby affirm under penalty of  
*Name of Representative*

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

DocuSigned by:  
*Charles F. Dodge*  
47B966ECFDAD4AC...  
Signature of Representative

August 9, 2023  
Date

## Community Bus Service CITY OF PEMBROKE PINES GREEN ROUTE

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Green Community Bus Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Green Route include: Westfork Plaza, Academic Village, Heritage Lakes Mobile Home Park (MHP), Chapel Trail Estates, Walmart at SW 184 Ave, Sedanos Plaza, Pines Professional Campus, Academic Village, NW 184 Ave between Sheridan St and Pines Blvd, NW 17 St/NW 178 Ave between NW 184 Ave and Pines Blvd and surrounding neighborhoods.

Connections are available from the Green Route to BCT routes 7 (Pines Boulevard), 28 (Memorial Hospital Miramar); Pembroke Pines Gold Community Bus at Westfork Plaza and Academic Village; Miramar Orange Route at Memorial Hospital Miramar.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Green Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

### Hours of Operation

**Monday- Saturday • 7:45 am – 7:55 pm**

The Pembroke Pines Green Route operates approximately every 57 – 60 minutes, with designated stops. The last trip begins at 6:27 pm and ends at West Fork Plaza.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Green Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

### Holidays

The Pembroke Pines Green Route does not operate on the following holidays observed by City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday  
Presidents' Day • Memorial Day  
Independence Day • Labor Day • Veterans' Day  
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

### Bike Racks

Bike racks are available on The Pembroke Pines Green Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

#### Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

#### Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

### Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

**954.450.6850**

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

**954.435.6579**

Visit the City of Pembroke Pines web site at: [www.ppines.com](http://www.ppines.com)

For additional information about BCT routes, fares or connections, call:

**BCT Rider Info 954.357.8400**

Hearing-speech impaired/TTY

**954.357.8302**

This publication can be made available in LARGE PRINT, tape cassette, or braille by request.



Visit Broward County's web site

[www.broward.org/BCT](http://www.broward.org/BCT)



BROWARD COUNTY BOARD OF COUNTY  
COMMISSIONERS TRANSPORTATION DEPARTMENT  
TRANSIT DIVISION

An equal opportunity employer and provider of services.

#### PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

00,000 copies of this public document were promulgated at a gross cost of \$000.00 and \$0.000 per copy to Broward County Transit (BCT) and the City of Pembroke Pines. SD3759 3/16

## CITY OF PEMBROKE PINES Green Route

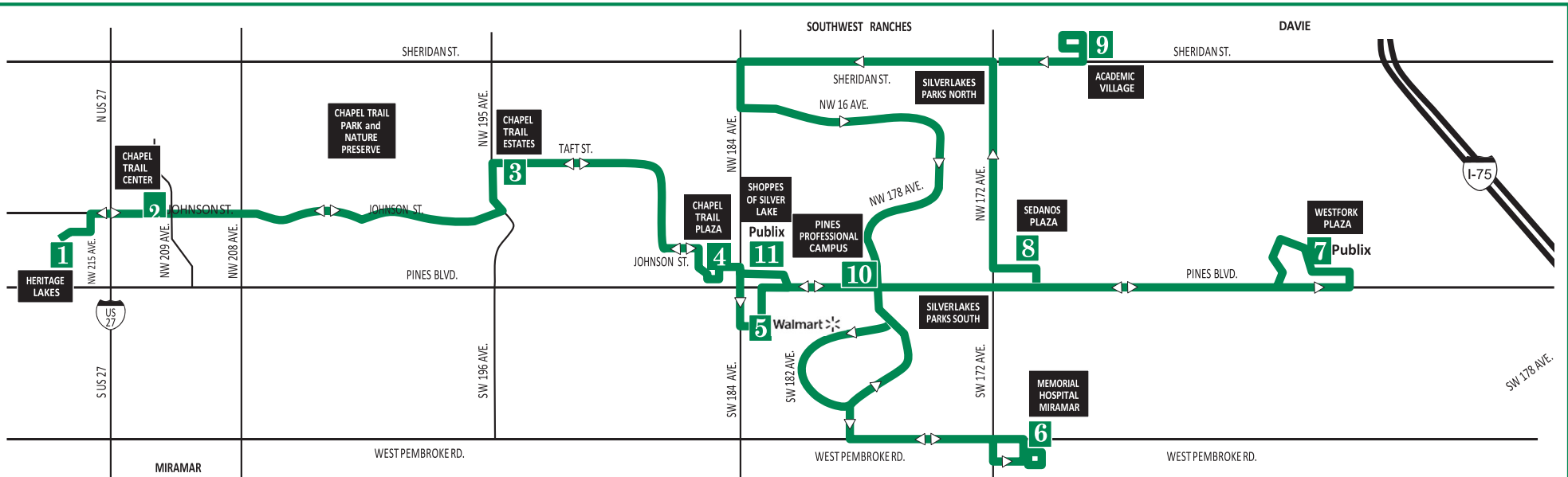
### BCT Route 724



### Community Bus Service Route and Timetable



Effective July 2016



# GREEN ROUTE



HERITAGE LAKES (MHP) CLUBHOUSE	CHAPEL TRAIL CENTER (NW 209 & JOHNSON ST)	CHAPEL TRAIL ESTATES	CHAPEL TRAIL PLAZA (LA FITNESS)	WALMART SW 184 AVE -ARRIVE	WALMART AT SW 184 AVE -DEPART	MEMORIAL HOSPITAL MIRAMAR (MAIN ENTRANCE)	WEST FORK PLAZA (PUBLIX, DOLLAR TREE, REGAL CINEMA, COSTCO)	SEDANOS PLAZA	ACADEMIC VILLAGE	PINES PROFESSIONAL CAMPUS (FOUNTAIN)	SHOPPES OF SILVER LAKES (PUBLIX)	CHAPEL TRAIL ESTATES	CHAPEL TRAIL CENTER	HERITAGE LAKES (MHP) CLUBHOUSE
1	2	3	4	5	5	6	7	8	9	10	11	3	2	1
7:45a	7:51a	7:58a	8:04a	8:10a	8:18a	8:30a	8:45a	8:54a	9:04a	9:12a	9:18a	9:26a	9:33a	9:39a
8:42a	8:48a	8:55a	9:01a	9:07a	9:15a	9:27a	9:42a	9:51a	10:01a	10:09a	10:15a	10:23a	10:30a	10:36a
9:39a	9:45a	9:52a	9:58a	10:04a	10:12a	10:24a	10:39a	10:48a	10:58a	11:06a	11:12a	11:20a	11:27a	11:33a
10:36a	10:42a	10:49a	10:55a	11:01a	11:09a	11:21a	11:36a	11:45a	11:55a	12:03p	12:09p	12:17p	12:24p	12:30p
11:33a	11:39a	11:46a	11:52a	11:58a	12:06p	12:18p	12:33p	12:42p	12:52p	1:00p	1:06p	1:14p	1:21p	1:27p
12:30p	12:36p	12:43p	12:49p	12:55p	1:03p	1:15p	1:30p	1:39p	1:52p	1:59p	2:06p	2:14p	2:21p	2:27p
1:27p	1:33p	1:40p	1:46p	1:52p	2:00p	2:15p	2:30p	2:39p	2:52p	2:59p	3:06p	3:14p	3:21p	3:27p
2:27p	2:33p	2:40p	2:46p	2:52p	3:00p	3:15p	3:30p	3:39p	3:52p	3:59p	4:06p	4:14p	4:21p	4:27p
3:27p	3:33p	3:40p	3:46p	3:52p	4:00p	4:15p	4:30p	4:39p	4:52p	4:59p	5:06p	5:14p	5:21p	5:27p
4:27p	4:33p	4:40p	4:46p	4:52p	5:00p	5:15p	5:30p	5:39p	5:52p	5:59p	6:06p	6:14p	6:21p	6:27p
5:27p	5:33p	5:40p	5:46p	5:52p	6:00p	6:15p	6:30p	6:39p	6:52p	6:59p	7:06p	7:14p	7:21p	7:27p
6:27p	6:35p	6:43p	6:51p	6:59p	7:14p	7:34p	7:55p							

## CITY OF PEMBROKE PINES COMMUNITY BUS GOLD ROUTE BCT ROUTE 725

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Gold Community Bus Route. The Gold Community Bus Route operates on a two directional eastbound and westbound service. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Gold Route:

Eastbound service includes: Century Village Pembroke Pines, Flamingo Pines Plaza, Pembroke Lakes Mall, Memorial Hospital West, Southwest Focal Point, Flamingo Fall Plaza Fresh Market, Flanagan High School.

Connections are available from the Gold Route Eastbound service to BCT Routes 5 (Pembroke Lakes Mall, Memorial West Hospital), 7 (Pembroke Lakes Mall), 16 (Pembroke Lakes Mall, Memorial Hospital West), 23 (Pembroke Lakes Mall) 95express in front and opposite side of C.B. Smith Park; Pembroke Pines Blue East and Blue West Community Bus at Southwest Focal Point, Memorial Hospital West, Pembroke Lakes Mall, Hiatus Rd and Johnson St, Flamingo Rd and Johnson Street; Miramar Red Community Bus at Pembroke Lakes Mall.

Westbound service includes: Century Village Pembroke Pines, Shops of Pembroke Gardens, Westfork Plaza, Sedanos Plaza, Whole Foods, BJS Plaza, Pines Professional Campus, Walmart at SW 184 Ave

Connections are available from the Gold Route Westbound service to BCT Routes 7 (Along Pines Blvd), Pembroke Pines Green Route Community Bus at Westfork, Plaza, Walmart at SW 184 Ave; Pines Professional Campus and Sedanos Plaza.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Gold Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

### Hours of Operation

**Monday - Saturday • 7:00 am - 7:21 pm**

The Pembroke Pines Gold Route operates approximately every 45 minutes on the Eastbound Service and 65 minutes on the Westbound Service

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Gold Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus

### Holiday Schedule

The Pembroke Pines Gold Route does not operate on the following holidays observed by the City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday  
Presidents' Day • Memorial Day  
Independence Day • Labor Day • Veterans' Day  
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

### Bike Racks

Bike racks are available on The Pembroke Pines Gold Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

#### Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

#### Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

### Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

**954.450.6850**

Monday - Friday: 8 am - 4:30 pm  
Hearing-speech impaired/TTY:

**954.435.6579**

Visit the City of Pembroke Pines web site at: [www.ppines.com](http://www.ppines.com)

For additional information about BCT routes, fares or connections, call:

**BCT Rider Info 954.357.8400**

Hearing-speech impaired/TTY:  
**954.357.8302**

This publication can be made available in LARGE PRINT, tape cassette, or braille by request.



Visit Broward County's web site  
[www.Broward.org/BCT](http://www.Broward.org/BCT)



**BROWARD COUNTYBOARD OF COUNTY  
COMMISSIONERS TRANSPORTATION DEPARTMENT  
TRANSIT DIVISION**

An equal opportunity employer and provider of services.

#### PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

3,500 copies of this public document were promulgated at a gross cost of \$402 or \$.114 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes.

SD4012 9/16

## CITY OF PEMBROKE PINES Gold Route

### Eastbound / Westbound Service

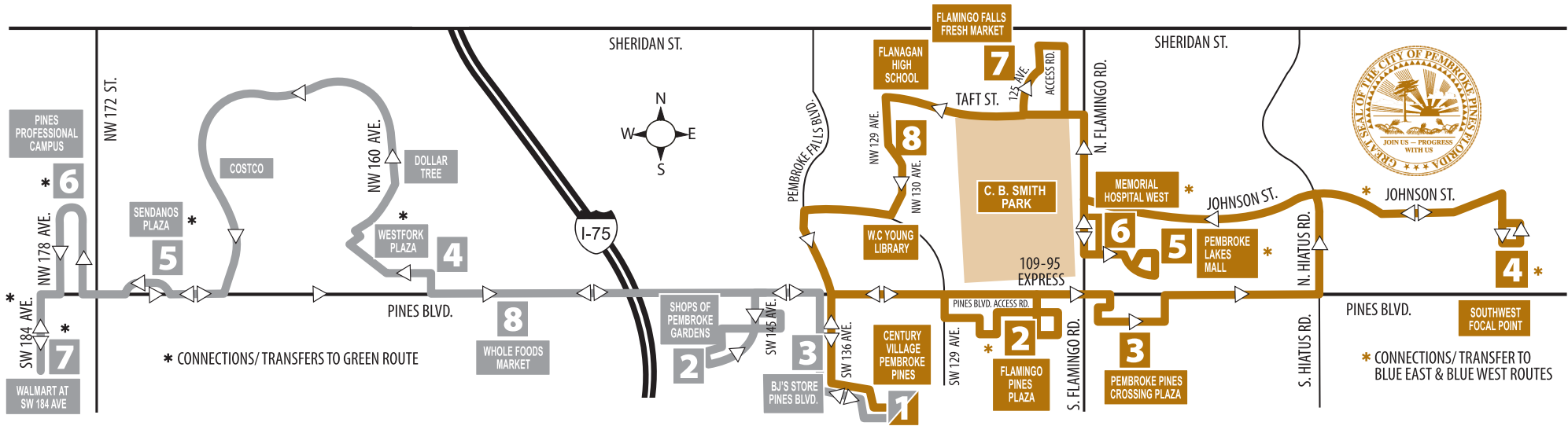
### BCT Route 725



### Community Bus Service Route and Timetable



**Effective September 22, 2016**



\* CONNECTIONS/ TRANSFERS TO GREEN ROUTE

\* CONNECTIONS/ TRANSFER TO BLUE EAST & BLUE WEST ROUTES

**GOLD WESTBOUND**

CENTURY VILLAGE CLUBHOUSE	SHOPS OF PEMBROKE GARDENS SOUTH BUS SHELTER	BJ'S STORE PINES BLVD/ SW 145 A VE	WESTFORK PLAZA PUBLIX, DOLLAR TREE, & COSTCO	SEDANOS PLAZA - ANES B/ NW172 AVE	PINES PROFESSIONAL CAMPUS - PINES B/ NW178 AVE	WALMART AT PINES B/ SW 184 AVE	COBBLESTONE PLAZA- WHOLE FOODS MARKET	SHOPS OF PEMBROKE GARDENS SOUTH BUS SHELTER	BJ'S STORE PINES BLVD/ SW 145 A VE	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	5	6	7	8	2	3	1
7:30a	7:39a	7:42a	7:50a	7:56a	8:01a	8:07a	8:17a	8:25a	8:28a	8:31a
8:35a	8:44a	8:47a	8:55a	9:01a	9:07a	9:11a	9:20a	9:27a	9:30a	9:33a
9:40a	9:48a	9:51a	9:59a	10:08a	10:14a	10:18a	10:27a	10:34a	10:37a	10:40a
10:45a	10:53a	10:56a	11:04a	11:13a	11:19a	11:23a	11:32a	11:39a	11:42a	11:45a
11:50a	11:58a	<b>12:01p</b>	<b>12:09p</b>	<b>12:18p</b>	<b>12:24p</b>	<b>12:28p</b>	<b>12:37p</b>	<b>12:44p</b>	<b>12:47p</b>	<b>12:50p</b>
<b>12:55p</b>	<b>1:03p</b>	<b>1:06p</b>	<b>1:14p</b>	<b>1:23p</b>	<b>1:29p</b>	<b>1:33p</b>	<b>1:42p</b>	<b>1:49p</b>	<b>1:52p</b>	<b>1:55p</b>
<b>2:00p</b>	<b>2:08p</b>	<b>2:11p</b>	<b>2:19p</b>	<b>2:28p</b>	<b>2:34p</b>	<b>2:38p</b>	<b>2:47p</b>	<b>2:54p</b>	<b>2:57p</b>	<b>3:00p</b>
<b>3:05p</b>	<b>3:13p</b>	<b>3:16p</b>	<b>3:24p</b>	<b>3:33p</b>	<b>3:39p</b>	<b>3:43p</b>	<b>3:52p</b>	<b>3:59p</b>	<b>4:02p</b>	<b>4:05p</b>
<b>4:10p</b>	<b>4:18p</b>	<b>4:21p</b>	<b>4:29p</b>	<b>4:38p</b>	<b>4:44p</b>	<b>4:48p</b>	<b>4:57p</b>	<b>5:04p</b>	<b>5:07p</b>	<b>5:10p</b>
<b>5:15p</b>	<b>5:23p</b>	<b>5:26p</b>	<b>5:34p</b>	<b>5:43p</b>	<b>5:49p</b>	<b>5:53p</b>	<b>6:02p</b>	<b>6:09p</b>	<b>6:12p</b>	<b>6:15p</b>
<b>6:21p</b>	<b>6:29p</b>	<b>6:32p</b>	<b>6:40p</b>	<b>6:49p</b>	<b>6:55p</b>	<b>6:59p</b>	<b>7:08p</b>	<b>7:15p</b>	<b>7:18p</b>	<b>7:21p</b>

**GOLD EASTBOUND**

CENTURY VILLAGE CLUBHOUSE	FLAMINGO PINES PLAZA (WALMART, PUBLIX)	PEMBROKE CROSSING PLAZA (TRADER JOES)	SOUTHWEST FOCAL POINT (ARRIVAL)	SOUTHWEST FOCAL POINT (DEPART)	PEMBROKE LAKES MALL (SEARS AUTO CENTER)	MEMORIAL HOSPITAL WEST (MAIN ENTRANCE)	FLAMINGO FALLS PLAZA (FRESH MARKET)	FLANAGAN HIGH SCHOOL (NW 129TH AVE & TAFT ST)	FLAMINGO PINES PLAZA (WALMART, PUBLIX)	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	4	5	6	7	8	2	1
7:00a	7:14a	7:22a	7:31a	7:39a	7:49a	7:53a	8:01a	8:07a	8:17a	8:30a
7:45a	7:59a	8:07a	8:16a	8:24a	8:34a	8:38a	8:46a	8:52a	9:02a	9:15a
8:30a	8:44a	8:52a	9:01a	9:09a	9:19a	9:23a	9:31a	9:37a	9:47a	10:00a
9:15a	9:29a	9:37a	9:46a	9:54a	10:04a	10:08a	10:16a	10:22a	10:32a	10:45a
10:00a	10:14a	10:22a	10:31a	10:39a	10:49a	10:53a	11:01a	11:07a	11:17a	11:30a
10:45a	10:59a	11:07a	11:16a	11:24a	11:34a	11:38a	11:46a	11:52a	<b>12:02p</b>	<b>12:15p</b>
11:30a	11:44a	11:52a	<b>12:01p</b>	<b>12:09p</b>	<b>12:19p</b>	<b>12:23p</b>	<b>12:31p</b>	<b>12:37p</b>	<b>12:47p</b>	<b>1:00p</b>
<b>12:15p</b>	<b>12:29p</b>	<b>12:37p</b>	<b>12:46p</b>	<b>12:54p</b>	<b>1:04p</b>	<b>1:08p</b>	<b>1:16p</b>	<b>1:22p</b>	<b>1:32p</b>	<b>1:45p</b>
<b>1:00p</b>	<b>1:14p</b>	<b>1:22p</b>	<b>1:31p</b>	<b>1:39p</b>	<b>1:49p</b>	<b>1:53p</b>	<b>2:01p</b>	<b>2:07p</b>	<b>2:17p</b>	<b>2:30p</b>
<b>1:45p</b>	<b>1:59p</b>	<b>2:07p</b>	<b>2:16p</b>	<b>2:24p</b>	<b>2:34p</b>	<b>2:38p</b>	<b>2:46p</b>	<b>2:52p</b>	<b>3:02p</b>	<b>3:15p</b>
<b>2:30p</b>	<b>2:44p</b>	<b>2:52p</b>	<b>3:01p</b>	<b>3:09p</b>	<b>3:19p</b>	<b>3:23p</b>	<b>3:31p</b>	<b>3:37p</b>	<b>3:47p</b>	<b>4:00p</b>
<b>3:15p</b>	<b>3:29p</b>	<b>3:37p</b>	<b>3:46p</b>	<b>3:54p</b>	<b>4:04p</b>	<b>4:08p</b>	<b>4:16p</b>	<b>4:22p</b>	<b>4:32p</b>	<b>4:46p</b>
<b>4:00p</b>	<b>4:14p</b>	<b>4:22p</b>	<b>4:31p</b>	<b>4:36p</b>	<b>4:46p</b>	<b>4:50p</b>	<b>4:58p</b>	<b>5:04p</b>	<b>5:14p</b>	<b>5:28p</b>
<b>4:52p</b>	<b>5:06p</b>	<b>5:14p</b>	<b>5:23p</b>	<b>5:28p</b>	<b>5:38p</b>	<b>5:42p</b>	<b>5:50p</b>	<b>5:56p</b>	<b>6:06p</b>	<b>6:20p</b>
<b>5:35p</b>	<b>5:49p</b>	<b>5:57p</b>	<b>6:06p</b>	<b>6:11p</b>	<b>6:21p</b>	<b>6:25p</b>	<b>6:33p</b>	<b>6:39p</b>	<b>6:49p</b>	<b>7:03p</b>

Bold times indicate pm hours.

**GOLD ROUTE**

**CITY OF PEMBROKE PINES COMMUNITY BUS  
BLUE EAST AND  
BLUE WEST ROUTES**

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Blue East and Blue West Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Blue East and Blue West Routes include:

**BLUE EAST**

Destinations along the Blue East include: Pines Place, Big Lots Plaza, Publix-Pembroke Commons, Sedano's Pines Blvd & NW 103 Ave, Pembroke Pines City Hall, Carl Shechter Southwest Focal Point Community Center, Beall's-Plaza-Doris'Market, Douglas Gardens and surrounding neighborhoods.

Connections are available from the Blue East Route to BCT routes 2 and University Breeze (University Dr), 7 (Pines Blvd), 107-95 Express University Dr Park & Ride (next to Pembroke Commons Plaza), Pembroke Pines Community Bus Gold and Blue West at Carl Shechter Southwest Focal Point Center, Beall's Plaza.

**BLUE WEST**

Destinations along the Blue West Routes include: Century Village Clubhouse, Park Place, Carl Shechter Southwest Focal Point Community Center, Villas West, Memorial Hospital West, Pembroke Lakes Mall, Flamingo Pines Plaza, Colony Point, and surrounding neighborhoods.

Connections are available from the Blue West Route to BCT routes 5(Pembroke Lakes Mall), 7(Pines Blvd and Pembroke Lakes Mall) 23(Pembroke Lakes Mall), 109-95 Express (in front and opposite side of C.B. Smith Park), Pembroke Pines Blue East and Gold Community Bus at Carl Shechter Southwest Focal Point Community Center, Memorial Hospital West, Pembroke Lakes Mall, and Miramar Red Community Bus at Pembroke Lakes Mall.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Pembroke Pines Blue East and Blue West are free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

**Hours of Operation**

**Tuesday, Wednesday & Friday  
9:00 am – 3:25 pm Blue East  
Tuesday, Wednesday and Friday  
8:00 am – 3:15 pm Blue West**

The Pembroke Pines Blue East and Blue West Routes operate approximately every 69 and 70 minutes, with designated stops for each route.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Blue East and Blue West Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

**Holiday Schedule**

The Pembroke Pines Blue East and Blue West Routes do not operate on the following holidays observed by City of Pembroke Pines:

- New Year's Day
- Martin Luther King Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Holidays falling on a Sunday are not observed.

**Bike Racks**

The Pembroke Pines Blue Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

**Loading**

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

**Unloading**

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

**Information**

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

**954.450.6850**

Monday - Friday: 8 am - 4:30 pm  
Hearing-speech impaired/TTY:

**954.435.6579**

Visit the City of Pembroke Pines web site at: [www.ppines.com](http://www.ppines.com)

For additional information about BCT routes, fares or connections, call:

**BCT Rider Info 954.357.8400**

Hearing-speech impaired/TTY  
**954.357.8302**

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.



Visit Broward County's web site  
[www.Broward.org/BCT](http://www.Broward.org/BCT)



**BROWARD COUNTY  
BOARD OF COUNTY COMMISSIONERS  
TRANSPORTATION DEPARTMENT  
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**PROTECTIONS OF TITLE VI OF THE  
CIVIL RIGHTS ACT OF 1964 AS AMENDED**  
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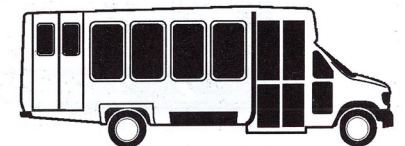
1,500 copies of this public document were promulgated at a gross cost of \$21.50 or \$.018 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes. SD4650 Reprinted 1/18

**CITY OF  
PEMBROKE PINES  
Blue East Route  
Blue West Route**

**BCT Route 726 East  
BCT Route 727 West**

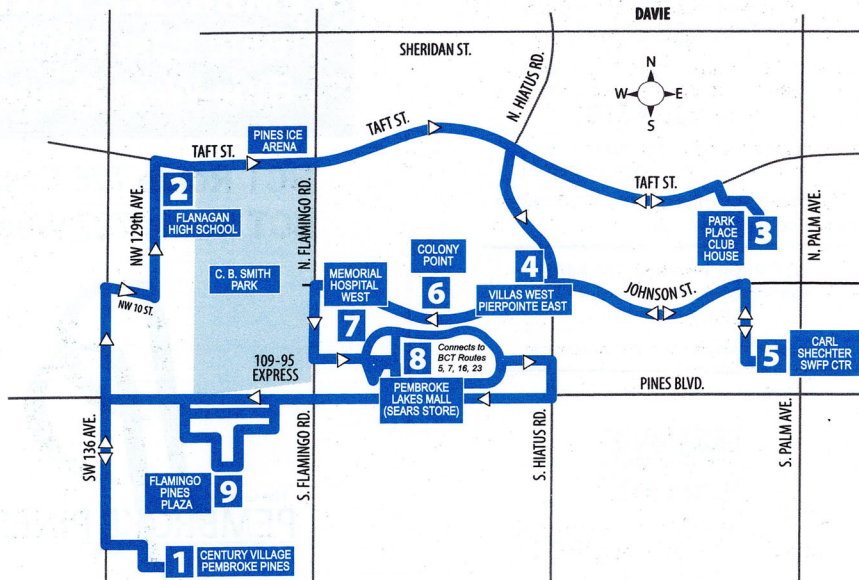


**Community Bus Service  
Route and Timetable**



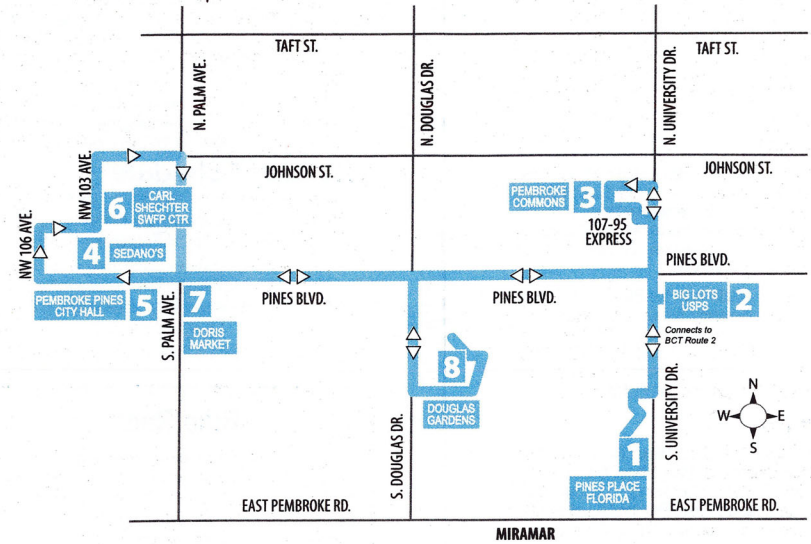
**Effective September 2017**

## BCT ROUTE 727 BLUE WEST ROUTE



1	2	3	4	5	5	6	7	8	9	1
CENTURY VILLAGE CLUBHOUSE	FLANAGAN HIGH SCHOOL	PARK PLACE CLUBHOUSE	VILLAS WEST PIERPOINTE EAST	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	COLONY POINT	MEMORIAL HOSPITAL WEST	PEMBROKE LAKES MALL (SEARS STORE)	FLAMINGO PINES PLAZA (PUBLIX, WALMART)	CENTURY VILLAGE CLUBHOUSE
8:00a	8:12a	8:20a	8:25a	8:30a	8:35a	8:38a	8:45a	8:50a	9:00a	9:10a
9:10a	9:18a	9:30a	9:35a	9:40a	9:45a	9:48a	9:55a	10:00a	10:10a	10:20a
10:20a	10:28a	10:40a	10:45a	10:50a	10:55a	10:58a	11:05a	11:10a	11:20a	11:30a
11:30a	11:38a	11:50a	11:55a	12:00p	12:05p	12:08p	12:15p	12:20p	12:30p	12:40p
12:40p	12:48p	1:00p	1:05p	1:10p	1:15p	1:18p	1:25p	1:30p	1:40p	1:50p
1:50p	1:58p	2:10p	2:15p	2:20p	2:25p	2:28p	2:35p	2:40p	2:50p	3:00p
3:00p				3:15p						

## BCT ROUTE 726 BLUE EAST ROUTE



1	2	3	4	5	6	6	7	8	1
PINES PLACE 8203 FLORIDA DR - BUILDING	BIG LOTS USPS PINES BL & UNIVERSITY DR.	PUBLIX-PEMBROKE COMMONS	SEDANO'S PINES B & 103 A	PEMBROKE PINES CITY HALL	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	BEALLS PLAZA (DORIS MKT) PINES BL & PALM AV	DOUGLAS GARDENS SW 88 AVE-BUILDING	PINES PLACE 8203 FLORIDA DR - BUILDING
9:00a	9:07a	9:15a	9:25a	9:28a	9:34a	9:40a	9:49a	9:58a	10:09a
10:09a	10:16a	10:24a	10:34a	10:37a	10:43a	10:49a	10:58a	11:07a	11:18a
11:18a	11:25a	11:33a	11:43a	11:46a	11:52a	11:58a	12:07p	12:16p	12:27p
12:27p	12:34p	12:42p	12:52p	12:55p	1:01p	1:07p	1:16p	1:25p	1:36p
1:36p	1:43p	1:51p	2:01p	2:04p	2:10p	2:16p	2:25p	2:34p	2:45p
2:51p	2:58p	3:06p	3:16p	3:19p	3:25p				

For an ADA accessible version of this calendar, visit [browardschools.com/accessiblecalendar](https://browardschools.com/accessiblecalendar).

AUGUST				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- Employee Planning (no school for students)
- Schools and Administrative Offices Closed
- Schools Closed
- Report Cards Issued
- Interim Reports Issued
- Early Release Day
- First and Last Day of School

## Current Vehicles Utilized for the School Transportation Program

	Bus #	VIN	Body Model	Chasis Manufacturer	Passengers	Seat Belted?	Wheel Chair?	Year	Estimated Value
1	8201	1HVBBAAAN22H546705	BlueBird	International	65	Yes	No	2002	26,000
2	8202	1HVBBAAAN42H546706	BlueBird	International	65	Yes	No	2002	26,000
3	8203	1HVBBAAAN62H546707	BlueBird	International	65	Yes	No	2002	26,000
4	8204	1HVBBAAAN82H546708	BlueBird	International	65	Yes	No	2002	26,000
5	8205	1HVBBAAANX2H546709	BlueBird	International	65	Yes	No	2002	26,000
6	8206	1HVBBAAAN62H546710	BlueBird	International	65	Yes	No	2002	26,000
7	8207	1HVBBAAAN82H546711	BlueBird	International	65	Yes	No	2002	26,000
8	8208	1HVBBAAANX2H546712	BlueBird	International	65	Yes	No	2002	26,000
9	8209	1HVBBAAAN12H546713	BlueBird	International	65	Yes	No	2002	26,000
10	8210	1HVBBAAAN32H546714	BlueBird	International	65	Yes	No	2002	26,000
11	8211	1HVBBAAAN52H546715	BlueBird	International	65	Yes	No	2002	26,000
12	8212	1HVBBAAAN72H546716	BlueBird	International	65	Yes	No	2002	26,000
13	8213	1HVBBAAAN92H546717	BlueBird	International	65	Yes	No	2002	26,000
14	8214	1HVBBAAAN02H546718	BlueBird	International	65	Yes	No	2002	26,000
15	8215	1HVBBAAAN22H546719	BlueBird	International	65	Yes	No	2002	26,000
16	8216	1HVBBAAAN92H546720	BlueBird	International	65	Yes	No	2002	26,000
17	8218	1HVBBAAAN22H546722	BlueBird	International	65	Yes	No	2002	26,000
18	8219	1HVBBAAAN42H546723	BlueBird	International	65	Yes	No	2002	26,000
19	8220	1HVBBAAAN62H546724	BlueBird	International	65	Yes	No	2002	26,000
20	8221	1HVBBAAAN82H546725	BlueBird	International	65	Yes	No	2002	26,000
21	8222	1HVBBAAANX2H546726	BlueBird	International	65	Yes	No	2002	26,000
22	8223	1HVBBAAAN12H546727	BlueBird	International	65	Yes	No	2002	26,000
23	8224	1HVBBAAAN32H546728	BlueBird	International	65	Yes	No	2002	26,000
24	8225	1HVBBAAAN52H546729	BlueBird	International	65	Yes	No	2002	26,000
25	8226	1HVBBAAAN12H546730	BlueBird	International	65	Yes	No	2002	26,000
26	8228	1HVBBAAAN52H546732	BlueBird	International	65	Yes	No	2002	26,000
27	8229	1HVBBAAAN72H546733	BlueBird	International	65	Yes	No	2002	26,000
28	8230	1HVBBAAAN92H546734	BlueBird	International	65	Yes	No	2002	26,000
29	8231	1HVBBAAAN13H592902	BlueBird	International	65	Yes	No	2002	32,500
30	8232	1HVBBAAAN33H592903	BlueBird	International	65	Yes	No	2003	32,500
31	8233	1HVBBAAAN53H592904	BlueBird	International	65	Yes	No	2003	32,500
32	8234	1HVBBAAAN73H592905	BlueBird	International	65	Yes	No	2003	32,500
33	8235	1HVBBAAAN93H592906	BlueBird	International	65	Yes	No	2003	32,500
34	8236	1HVBBAAAN03H592907	BlueBird	International	65	Yes	No	2003	32,500
35	8237	1HVBBAAAN23H592908	BlueBird	International	65	Yes	No	2003	32,500
36	8238	1HVBBAAAN83H595361	BlueBird	International	65	Yes	No	2003	32,500
37	8239	1HVBBAAANX3H595362	BlueBird	International	65	Yes	No	2003	32,500
38	8240	1HVBBAAAN13H595363	BlueBird	International	65	Yes	No	2003	32,500
39	8241	1HVBBAAAN33H595364	BlueBird	International	65	Yes	No	2003	39,200
40	8242	1HVBBAAAN34H595365	BlueBird	International	65	Yes	No	2003	39,200
41	8243	1HVBBAAAN54H595366	BlueBird	International	65	Yes	No	2003	39,200
42	8244	1HVBBAAAN74H595367	BlueBird	International	65	Yes	No	2003	39,200
43	8853	4UZAAXAK91CH54586	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
44	8854	4UZAAXAK71CH54585	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
45	8855	4UZAAXAKO1CH54587	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
46	8856	4UZAAXAK21CH54588	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
47	8857	1HVBBAAAN44H595360	BlueBird	International	3+42	Yes	Yes	2003	26,800
48	9201	1BAKFCSAXPF392713	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
49	9202	1BAKFCSA1PF392714	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
50	9203	1BAKFCSAXPF392715	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
51	9204	1BAKFCSA1RF801913	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
52	9205	1BAKFCSAXRF801912	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
53	9206	1BAKFCSA3RF801914	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
54	4000	1GCNCPEA9DZ158958	1500 Pick Up	Chevrolet	2	Yes	N/A	2013	15,000

**Current Vehicles Utilized for the Shuttle Bus Transportation Programs**

	VEH NO.	SEAT CAP W/O DRIVER	YEAR/MAKE	VIN #	TAG #	FDOT Control#	FUEL TYPE	DIESEL EXHAUST FLUID	W/C LIFT/NONE	HANDICAP PERMIT #	SECUREMENT SYSTEM	Estimated Value for Insurance	FUNDING SOURCE	Program Use	DELIVERY DATE
1	8820	17 (w/out W/C)	2014 Ford El Dorado	1FDFE4FS7DDB27284	XA4701	97441	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	73,641.00	City&5310	LSP	9/17/14
2	8870	16 (w/out W/C)	2010 Ford GOSH Bus	1FDFE4FS7ADA02555	241590		Gas	NO	W/C Lift	A7035871	Ricon/Q'Straint	45,000.00	City	LSP	12/14/09
3	8880	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS1CDB30437	139197		Gas	NO	W/C Lift	A8473894	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
4	8882	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS8CDB30435	223063		Gas	NO	W/C Lift	A8473839	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
5	8883	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS3CDB38233	223064		Gas	NO	W/C Lift	A8473838	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
6	8884	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS2CDB38241	81937		Gas	NO	W/C Lift	A8473840	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
7	8889	20 (w/out W/C)	2014 Ford Elkhart E450	1FDFE4FS5EDA88289	204662		Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	40,000.00	City&SFRTA -5309	LSP	8/26/14
8	8893	18 (w/out W/C)	2015 Ford/Turtle Top F550 4x2	1FDUF5GYOFEC84827	XE6616	98450	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	103,042.00	City&5310	LSP	7/31/15
9	8896	18 (w/out W/C)	2016 Ford Cutaway Turtle Top Odyssey XL	1FDAF5GY4GEA75174	134758	70411	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,245.00	City&5310	LSP	10/13/16
10	8897	18 (w/out W/C)	2016 Ford Cutaway Turtle Top Odyssey XL	1FDAF5GYXGEA75177	134757	70421	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,245.00	City&5310	LSP	10/13/16
11	8898	16 (w/out W/C)	2018 Ford F550 Goshen Coach	1FDAF5GY1HEF01047	XF5133	70494	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City&5310	LSP	5/25/18
12	8899	20 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDAF5GY4HEF22376	XF5134	40002	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	7/31/18
13	8900	16 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDAF5GYXHEF01046	216579	40009	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	10/4/18
14	8901	20 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDAF5GY5HEF22385	216580	40046	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	11/26/16
15	8902	18 (w/out W/C)	2019 Ford F550 Goshen Coach Bus	1FDAF5GY1KDA16145	XA8018	40123	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,943.00	City & 5310	LSP	6/18/19
16	8903	18 (w/out W/C)	2019 Ford F550 Goshen Coach Bus	1FDAF5GY4KEE69167	XA8019	40124	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,943.00	City & 5310	LSP	6/18/19
17	8904	14 (w/out W/C)	2020 Ford E-450 Cutaway Turtle Top Bus	1FDFE4FSXKDC72798	104860	40219	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	91,993.00	City & 5310	LSP	9/28/20
18	8905	14 (w/out W/C)	2020 Ford E-450 Cutaway Turtle Top Bus	1FDFE4FS1KDC72799	XA2162	40220	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	91,993.00	City & 5310	LSP	9/28/20
19	8906	18 (w/out W/C)	2021 F550 G-Force Champion Bus	1FDUF5GN3MEE11038	XJ0566	40282	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	City & 5310	LSP	9/23/21
20	8907	18 (w/out W/C)	2021 F550 G-Force Champion Bus	1FDUF5GNXMDA13380	XJ0565	40283	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	City & 5310	LSP	9/23/21
21	8920	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN0LED72018	TI4656	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
22	8921	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN9LED72020	TI4657	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
23	8922	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN5LEE97645	TI4664	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
24	8923	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN0LDA14939	TI4652	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
25	8924	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN5LDA14936	TI4653	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
26	8925	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN7LDA14940	TI4654	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
27	8926	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN9LDA14938	TI4655	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
28	8927	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN3LEE90600	TI4662	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21

## Charter School General Bus Schedule

Bus #	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30
8214	5:30	H.S. # 1	West A						1:00	H.S. # 1	West A		
			Red								Red		
8243	5:30	H.S. # 8	West B						1:15	H.S. # 8	West B		
			Blue								Blue		
8220	6:30		West C						1:00		West C		
			Green								Green		
8232	5:30	H.S. # 6	West D						1:15	H.S. # 6	West D		
			Orange								Orange		
8219	6:45		West E						1:00	Embassy Creek	West E		
			Black								Black		
8210	5:30	H.S. # 23	West F						1:00	H.S. # 23	West F		
			Pink								Pink		
8205	5:30	H.S. # 2	West G						1:15	H.S. # 2	West G		
			Purple								Purple		
8207	5:30	H.S. # 10	West H						1:00	H.S. # 10	West H-FSU		
			Gold								Gold - Shuttle		
8235	6:45		West I						12:45	Embassy Creek	West I		
			Yellow								Yellow		
8231	5:30	H.S. # 9	West J						1:15	H.S. # 9	West J		
			Gray								Gray		
8230	5:30	H.S.	West						1:00	H.S.	West		
8208	5:30	H.S. # 17	Central A						1:15	H.S. # 17	Central A		
			Red								Red		
8218	5:30	H.S. # 14	Central B						1:00	H.S. # 14	Central B		
			Blue								Blue		
8203	5:45	H.S. # 22	Central C						1:15	H.S. # 22	Central C		
			Green								Green		
8209	6:45		Central D	Sheridan Tech					1:00	Sheridan Park	Central D		
			Orange							Stirling Elem	Orange		
8223	5:30		Central E						1:00	Fox Trail Elem.	Central E		
			Black							Silver Ridge Elem.			
8224	5:45	H.S. # 11	Central F						1:15	H.S. # 11	Central F		
			Pink								Pink		
8206	5:45	H.S. # 18	Central G						1:00	H.S. # 18	Central G		
			Purple								Purple		
8238	5:30	H.S. # 15	Central H						1:00	Griffin /Cooper City	Central H		
			Gold								Gold		
8212	5:30	H.S. # 19	Central I						1:00	H.S. # 19	Central I		
			Yellow								Yellow		
8244	5:45	H.S. # 16	Central J						1:00	H.S. # 16	Central J		
			Gray								Gray		
8213	6:45		East A						1:00	H.S. # 15	East A		
			Red								Red		
8202	5:30	H.S. # 12	East B						1:00	H.S. # 12	East B		
			Blue								Blue		
8221	5:30	H.S. # 13	East C						1:00	H.S. # 13	East C		
			Green								Green		
9202	5:45	H.S. # 21	South A - FSU						1:15	H.S. # 21	South A		
			Red Shuttle								Red		
9201	5:30	H.S. # 5	South B - FSU						1:15	H.S. # 5	South B		
			Blue								Blue		
9203	6:15	H.S. # 24	South C						1:30	H.S. # 24	South C		
			Green-Shuttle								Green		
8225	5:30	H.S. # 3	AVM C						1:15	H.S. # 3	AVM C		
			Green								Green		
8222	5:30	H.S. # 4	AVM B						1:15	H.S. # 4	AVM B		
			Blue								Blue		
8239	6:45		AVM A						1:15	H.S. # 20	AVM A		
			Red								Red		
8242	5:30	H.S. # 7	AVM D						1:15	H.S. # 7	AVM D		
			Orange								Orange		
8226									1:00	Embassy Creek	Renaissance		
											Pioneer		

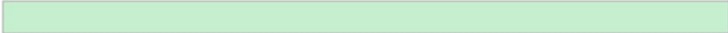








## Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

**Question 1)** In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

**Answer:** Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

### Summary

Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
<b>Total</b>	<b>132</b>	<b>10.61%</b>	

**Question 2)** We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

**Answer:** The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

### Question Set 6: Vendor Registration Checklist

**Question Set 6 Instructions**

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
<b>Equal Benefits Certification Form</b>			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply	A comment is required for this response
<b>E-Verify System Certification Statement</b>			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Local Business Tax Receipts</b>			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.
<b>Scrutinized Company Certification</b>			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>11 Questions</b>		<b>81.82% Complete</b>	

## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement	Instructions
Completed Attachment K: Pricing Submission Sheet - Labor Rates	File Type: Excel (.xls, .xlsx)	1	Required	
Proposal Submission (Q-25IK)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	Required	
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

## Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	485	Transit and Ground Passenger Transportation	
US_NAICS_2017	4852	Interurban and Rural Bus Transportation	
US_NAICS_2017	4854	School and Employee Bus Transportation	
US_NAICS_2017	4859	Other Transit and Ground Passenger Transportation	

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/115343>.

Please note that Questionnaires may take a significant amount of time to prepare.

## 2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/115343>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Jan 23, 2024 2:00 PM EST**.

The Vendor Discussion period for this opportunity starts Dec 12, 2023 6:00 PM EST. The Vendor Discussion period for this opportunity ends Jan 09, 2024 9:00 AM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 23, 2024 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



### **Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help?**

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

Portal

# AD-23-02 - Operation and Management of Transportation Services



City of Pembroke Pines [Back to list](#)

## Project Details

**Project:** Operation and Management of Transportation Services

January 2024

[prev](#) [next](#)

**Ref. #:** AD-23-02

**Type:** RFP

**Status:** CLOSED

**Open Date:** Dec 13th 2023, 6:00 PM EST

**Intent to Bid Due Date:** Jan 23rd 2024, 2:00 PM EST

**Questions Due Date:** Jan 9th 2024, 9:00 AM EST

**Contact Information:** Procurement Department, 954-518-9020

**Close Date:** Jan 23rd 2024, 2:00 PM EST

**Days Left:** Submissions are now closed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31 OPEN	1	2	3	4 9a...	5	6
7 OPEN	8	9	10	11	12	13
14 OPEN	15	16	17	18	19	20
21 OPEN	22	23	24	25	26	27
28	29	30	31	1	2	3

### Project Description:

The purpose of this Request for Proposals (RFP) is to solicit proposals from vendors capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System and the Senior Transportation Program. The RFP invites qualified firms to submit documents demonstrating their ability to provide the services described in this document. In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Transportation System by contracting with a Contractor having the resources to perform the required operation, maintenance, and management services.

The City's ultimate objective for operation of the Transportation System is to select a contractor who will provide a g operations team, a strong technical support team, operate in compliance, improve maintenance, and provide the City and Charter School System.

The City is seeking a contract for a term of five years with two optional five-year renewal periods.



[Navigation](#)

**Important Events:** [Portal](#)

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Dec 13th 2023, 6:00 PM EST	N/A
PASSED	Non-Mandatory Pre-Bid Meeting	Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025	After the initial portion of the non-mandatory meeting, the group will go to the Bus Depot Facility.	Jan 4th 2024, 9:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jan 9th 2024, 9:00 AM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Jan 23rd 2024, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Jan 23rd 2024, 2:00 PM EST	Yes

**Commodity Codes:**

- US\_NAICS\_2017 485 **Transit and Ground Passenger Transportation**
- US\_NAICS\_2017 4852 **Interurban and Rural Bus Transportation**
- US\_NAICS\_2017 4854 **School and Employee Bus Transportation**
- US\_NAICS\_2017 4859 **Other Transit and Ground Passenger Transportation**

**Supporting Documentation:**

File	Type	Description	Date Created	Actions
<b>AD-23-02 Q and A - Executive Summary 1.pdf</b>	Other	Document - Questions & Answer <a href="#">Read more...</a>	Jan 18th 2024, 9:56 AM EST	<input type="button" value="Download"/>
<b>Attachment C - Specimen Contract – Contractual Services Agreement for Operation and Management of Transportation Services.pdf</b>	Documentation	Attachment C	Dec 6th 2023, 8:48 PM EST	<input type="button" value="Download"/>
<b>Attachment D - Local Services Program Agreement w Areawide Council on Aging of Broward County, Inc. - Senior Transportation.pdf</b>	Documentation	Attachment D	Dec 6th 2023, 8:50 PM EST	<input type="button" value="Download"/>

<b>Attachment E - Broward County for Community Shuttle Service.pdf</b>	Documentation	Attachment E	Dec 6th 2023, 8:50 PM EST	<a href="#">Download</a>
<b>Attachment F - Community Bus Routes (Green, Gold, &amp; Blue).pdf</b>	Documentation	Attachment F	Dec 6th 2023, 8:50 PM EST	<a href="#">Download</a>
<b>Attachment G - Broward County School Calendar for 2023-24.pdf</b>	Documentation	Attachment G	Dec 6th 2023, 8:55 PM EST	<a href="#">Download</a>
<b>Attachment H - Current Vehicles Utilized for the School Transportation Program.pdf</b>	Documentation	Attachment H	Dec 6th 2023, 8:48 PM EST	<a href="#">Download</a>
<b>Attachment I - Current Vehicles Utilized for the Shuttle Bus Transportation Programs.pdf</b>	Documentation	Attachment I	Dec 6th 2023, 8:48 PM EST	<a href="#">Download</a>
<b>Attachment J - Charter School General Bus Schedule.pdf</b>	Documentation	Attachment J	Dec 6th 2023, 8:48 PM EST	<a href="#">Download</a>
<b>Attachment K - Pricing Submission Sheet - Labor Rates.xlsx</b>	Documentation	Attachment K	Dec 6th 2023, 9:05 PM EST	<a href="#">Download</a>
<b>Bonfire FAQs regarding Questionnaires.pdf</b>	Other	Bonfire FAQ regarding Questionnaires	Aug 9th 2022, 4:55 PM EDT	<a href="#">Download</a>
<b>Bonfire Submission Instructions - AD-23-02.pdf</b>	Other	Bonfire Submission Instructions	Dec 12th 2023, 3:03 PM EST	<a href="#">Download</a>
<b>Non-Collusive Affidavit.pdf</b>	Documentation	Attachment A	Aug 9th 2022, 4:55 PM EDT	<a href="#">Download</a>
<b>RFP # AD-23-02 Transportation.pdf</b>	Documentation	1) RFP	Dec 13th 2023, 5:55 PM EST	<a href="#">Download</a>
<b>Sample Insurance Certificate.pdf</b>	Documentation	Attachment B	Aug 9th 2022, 4:55 PM EDT	<a href="#">Download</a>

**Requested Information:**

Listed below are the documents and information needed to complete your submission:

**Project Cost: Pricing Sheet / Bid Table**

Name	Type	# Files	Requirement	Instructions	Actions
1 <b>Completed Attachment K: Pricing Submission Sheet - Labor Rates</b>	File Type: Excel (.xls, .xlsx)	1	REQUIRED		

**Portal**

<b>Proposal Submission (Q-25IK)</b>	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	<input type="button" value="Download"/>
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### Other Completed Documents

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	REQUIRED		
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	REQUIRED		

### Optional Documentation

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

### Document Takers

Vendors	# Files	Actions
American Railways	<a href="#">1</a>	<input type="button" value="View"/>
BidNet	<a href="#">14</a>	<input type="button" value="View"/>
Cambridge LTD	<a href="#">220</a>	<input type="button" value="View"/>
Code 3 Entertainment Services	<a href="#">14</a>	<input type="button" value="View"/>
Kaizen Health	<a href="#">2</a>	<input type="button" value="View"/>
MV Transportation	<a href="#">14</a>	<input type="button" value="View"/>
Onvia, Inc	<a href="#">15</a>	<input type="button" value="View"/>
ProKel Mobility	<a href="#">34</a>	<input type="button" value="View"/>
Real Connections LLC	<a href="#">5</a>	<input type="button" value="View"/>
<a href="#">Skip Top Navigation</a>	<a href="#">14</a>	<input type="button" value="View"/>

Shay Enterprise	<a href="#">15</a>	<a href="#">View</a>
SOLAR CHAMPS LLC	<a href="#">1</a>	<a href="#">View</a>
Transportation Authority LLC	<a href="#">43</a>	<a href="#">View</a>
UZURV Holdings, Inc	<a href="#">14</a>	<a href="#">View</a>
Via Transportation Inc	<a href="#">1</a>	<a href="#">View</a>
VISUAL	<a href="#">1</a>	<a href="#">View</a>

**Interested Subcontractors**

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				

 **Messages**

[Public Notices \(1\\*\)](#)

[Vendor Discussions \(0\)](#)

**Search**

**Mark Gomes**



**Questions & Answer Executive Summary # 1**

Please see the Executive Summary for the Questions and Answers received for AD-23-02.

**9:56 AM**

## Portal

Click New Public Notice or click a conversation on the left to see message here.

### Submissions and Subcontracting

This project is not open for proposal submissions at this time.

## Public Notices

### Questions & Answer Executive Summary # 1

*Jan 18, 2024 9:56 AM EST*

Please see the Executive Summary for the Questions and Answers received for AD-23-02.

## Vendor Discussions

### Questions

Question #1

Subject: Tab 4, Question #17

In the RFP, on page 30, Tab 4 “Firm’s Understanding and Approach to the Work,” question # 17 states “Describe Proposer’s ability and readiness to begin providing services as requested herein, assuming a start date of **June 1st, 2024.**”

Can you confirm if the intended start date of the new contract actually be June 1st, 2024 or if it was intended to state July 1, 2024?

Answer #1

This section included a scrivener’s error, it should have actually stated July 1, 2024, as the current contract term ends on June 30, 2024.