

Exhibit "A"



EXTERIOR PAINTING OF PEMBROKE PINES CHARTER SCHOOL - WEST CAMPUS

INVITATION FOR BID # PSPW-25-06

Issuance of Solicitation: Wednesday, March 26, 2025

Questions Due Date: Friday, April 25, 2025

Bid Submission Deadline: Tuesday, April 29, 2025

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

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SECTION 1 - NOTICE

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

IFB # PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

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

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Proposals will be accepted until 2:00 pm on Tuesday, April 29, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/150072>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: 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. As a result, meetings may be a combination of in-person and virtual, all as provided by law. 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:

Ivan Ospinal or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
(954) 518-9020 or 954-518-9020
purchasing@ppines.com

SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

The work shall be completed within 60 days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of **June 10th, 2025**.

Work must be completed no later than August 10th.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	March 26, 2025
Pre-Bid Meeting (Mandatory):	April 8, 2025, 10:00am 18500 Pembroke Rd, Pembroke Pines, FL 33029
Question Due Date:	April 25, 2025, 11:30pm
Issuance of Final Answers to Questions:	April 28, 2025
Bid Submission Deadline:	April 29, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Tuesday, April 8, 2025 at 10:00 am**. Meeting location will be at the **18500 Pembroke Rd, Pembroke Pines, FL 33029**

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.

2.4 Follow-Up Pre-Bid Meeting(s)

Follow-Up Meetings: In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting **Ivan Ospinal** at **(954) 518-9020**. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.

2.5 Estimated Project Cost

\$175,000

2.6 Liquidated Damages

Liquidated damages for this project shall be **FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00)** per day.

2.7 Grant/Federal Funding

Not applicable for this project.

2.8 Proposal Security/Bid Bond

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.

2.9 Payment and Performance Bonds

In the event that the awarded contract, not including owner's contingency, 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.

SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to paint the exterior of the Pembroke Pines Charter School West Campus, located at 18500 Pembroke Rd, Pembroke Pines, FL 33029, in accordance with the terms, conditions, and specifications contained in this solicitation.

The main purpose of repainting a school that has gone without painting for years is to enhance its visual appeal and create a more positive, clean, and inviting environment for students and staff. Over time, walls and surfaces degrade, and new paint helps safeguard them from further damage, including wear, mold, and environmental elements.

3.2 Background

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.

SECTION 4 - SCOPE OF WORK

4.1 Project Details

- Pressure cleaning and painting of the exterior of all Campus buildings; to include building exterior, exterior walkways already painted, exterior fire sprinkler water lines, exterior fresh water supply lines, and metal roofs. All paints to be applied, per manufacturer's guidelines.
- Pressure cleans all stucco and masonry surfaces with a minimum of 3,500 PSI pressure cleaning equipment to remove as much existing deteriorated coating as possible. All masonry surfaces will be free of dirt, grease, oil, and "chalk". Surfaces will be allowed to dry thoroughly. If necessary, repeat the procedure. Multiple coats of paint that are in an advanced state of deterioration shall be removed.
- All curbs, sidewalks and parking stops to be pressure cleaned only.
- All cracks in masonry larger than hairline (over 1/16") are to be ground out to form a "V" or "U" shape and blown or brushed out to remove all dust, dried of all moisture, sealed with penetrating masonry primer. The resultant opening shall have elastomeric sealant knifed in to completely fill the void.
- Once cured, the filled crack shall be overcoated with knife grade "flexible" sealant, crowned in the center approximately 1/16" and feathered at least 3" on either side of the crack to match the surrounding surface as closely as possible.
- All loose or broken stucco must be removed, and adjacent areas or suspect areas "sounded" for deteriorated stucco. Prior to re-stuccoing, the affected area shall be bonded. Stucco texture shall conform to the surrounding areas as closely as possible. The contractor is to provide a per square foot price for stucco repair.
- Inside corners, control joints and parapet wall joints shall receive a continuous bead of sealant, tooled to provide complete adhesion to the opposing surface. Damaged or deteriorated sealant shall be removed, and backer rod replaced and resealed. Contractor is to provide a price per linear foot for expansion joints with backer rod.
- All exterior windows, shutters, vents and decorative accent joints shall be cleaned out, masonry surface shall be conditioned, the metal surface will be solvent wiped, and re-caulked with an approved high quality polyurethane sealant. Contractor is to provide a price per linear foot for polyurethane sealant around windows.
- Use only polyurethane sealant; acrylic caulking is not approved.
- Colors to be submitted to Project Manager for approval. All primers and undercoats are to be tinted to the approximate selected finish coat for better hide.
- All metal and/or masonry surfaces exposed after cleaning and preparation must have one full coat of primer applied prior to finish coat.
- Seal all exterior stucco surfaces using one coat of masonry sealer.

- Apply 2 finish coats of Sherwin Williams Latitude Exterior Paint Satin Finish, or equal, to all exterior stucco surfaces.
- There will be a body color and trim color as existing.
- Metal surfaces: Properly prepare all previously painted, metal roofs as applicable. These shall be sanded and cleaned to remove all rust, grease, oil, dirt, mildew and loose or peeling paint. Rusted surfaces are to be cleaned in accordance with SSPC-SP2 Hand Tool Cleaning or SSPC-SP3 Power Tool Cleaning. Sandblasting as needed.
- Metal surfaces: After proper preparation and priming, apply one (1) coat of Sherwin Williams Premium high gloss oil-based enamel, or equal, as the finish coat. Primer will be done with Pro industrial Pro-cryl universal metal primer. Finish coats will be done with Pro industrial pre-catalyzed water-based urethane.
- Please see attachment C, "SW Scope of Work - West Campus" for full scope of work.

4.2 General Information

- Contractor shall provide all materials, labor, equipment, and any other necessary items required for complete installation.
- Awarded Contractor shall be responsible for the full removal of any paint particles or overspray from any vehicles or adjacent properties that result from the Contractor's performance of this project.
- The City of Pembroke Pines will help coordinate any parking lot closures deemed necessary.
- The minimum experience required as a licensed Contractor is five (5) years for this project.
- Awarded Contractor shall be responsible for the protection of all adjacent areas and landscaping; and the subsequent restoration of such should damage occur.
- Contractor shall provide all testing, manufacturer warranties, and certifications.
- The Contractor shall employ a competent English-speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Contractor and all communications given to and all decisions made by the superintendent shall be binding to the Contractor.
- Contractor will be required to schedule all work with the City's Project Manager.
- Contractor shall be responsible for all debris removal and restoration to any existing areas damaged by the contractor once the project is completed. Site shall be made safe, and clean of debris at the end of each workday.
- All precautions need to be taken for life, safety and protection of people, vehicles, and all other structures on the site.
- Contractor shall be cleared and badged by Broward County Schools in the event work is to be completed while school is in session. If so, at least one crew member present at all times shall have the school badge clearance.

- Upon completion, contractor shall remove all excess paint that has been misplaced on other surfaces.
- Upon completion of the job, the awarded contractor will remove all surplus materials, scaffolds, etc. from the premises that are related to the project.
- Upon completion, contractor shall clean all window glass to be free of excess paint and sealer.
- Verification of all dimensions, square footages and quantities are the responsibility of the contractor.

4.3 Site Access, Parking, and Project Timeline Instructions

- Site access would be through the southwest entrance located on Pembroke Road.
- Parking locations will be designated for the contractor by the Project Manager.
- Trash removal should be arranged prior to pickup with the City Project Manager.
- The area should be maintained clean throughout the project.
- The work must be performed Monday through Friday or as approved by the City Project Manager.
- The timeline must be completed during summer recess. Summer recess begins on June 5, 2025, and work must be completed by August 10, 2025.

4.4 Warranties

- Contractor shall provide a seven (7) year workmanship labor warranty covering repair of peeling or fading paint, lose or deteriorated sealant on all masonry-to-masonry expansion joints, windows, doors, and other penetrations, removed and replaced by the contractor.
- Upon completion of the project, and with their application instructions and specifications strictly adhered to, the contractor shall provide a written seven (7) year product warranty from the manufacturer.

4.5 Notes

- Contractor shall strictly adhere to all applicable federal, state and local regulations associated with proper lead-safe work renovation, repair and painting practices and procedures. State and local regulations may be stricter than those set under the federal regulations. The federal practices and procedures are detailed in EPS's Lead Renovation, Repair and Painting Program Regulations Rule (RRP) 40 CFR Part 745, Subpart E, and as amended. Specifies associated with the RRP Rule pertaining to "Firm Certification", individual "Certified Renovator" Certification, pre-work activities (notification & testing), occupant protection / work site preparation measures, safe work / prohibitive work practices, clean-up / cleanup verification / waste disposal / clearance testing (if applicable), record keeping, and worker training criteria can be obtained on EPA's website www.epa.gov/lead.

- **WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children of pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information call the National Lead Information Center on 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be stricter than those set under the federal RRP Rule.
- This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to writing these specifications. However, the inspection and these specifications do not necessarily encompass certain preexisting conditions and/or inherent problems that may exist in the building structure. These conditions may be but are not limited to faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications.
- Specifications or label directions should be thoroughly understood and followed to comply with all warranty requirements. Any deviation from this specification, product label directions, or product data pages without consent from the appropriate management of Sherwin-Williams may result in the voiding of all warranties. The contractor will be solely responsible for all warranty claims made on any warranty that has been found void.

SECTION 5 - PRICE PROPOSAL / BID TABLE

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

Vendor Notes: The bid tables includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

EXTERIOR PAINT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	Lump Sum for exterior painting of West Campus Charter School	1	Lump Sum			
TOTAL						

PRESSURE WASHING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	Flat Work - Est. Sq. Ft	24,610	Sq. ft			
TOTAL						

OTHER ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	Price per square foot: Stucco repair.	1	Sq ft.			
2	Price per linear foot: Expansion joints with backer rod.	1	Ln ft.			
3	Price per linear foot: Polyurethane sealant around windows	1	Ln ft.			
TOTAL						



City of Pembroke Pines

SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, April 29, 2025**. Please note vendors should be registered on OpenGov 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 the required documents in this section 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://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

1 CONFIRMATION TO BIND

1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

2 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** 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 this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;

B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and

C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

2.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

2.2 Reference Contact Information - Reference's Business Address*

*Response required

2.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

2.4 Reference Contact Information - Reference's E-mail Address*

*Response required

2.5 Reference Contact Information - Reference's Phone Number*

*Response required

2.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

2.7 Project Information - Name of Contactor Performing the Work*

*Response required

2.8 Project Information - Name and location of the project*

*Response required

2.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

2.10 Project Information - Project Duration*

*Response required

2.11 Project Information - Completion (Anticipated) Date*

*Response required

2.12 Project Information - Size of Project*

*Response required

2.13 Project Information - Cost of Project*

*Response required

3 REFERENCE # 2

3.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

3.4 Reference Contact Information - Reference's E-mail Address*

*Response required

3.5 Reference Contact Information - Reference's Phone Number*

*Response required

3.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

3.7 Project Information - Name of Contactor Performing the Work*

*Response required

3.8 Project Information - Name and location of the project*

*Response required

3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

3.10 Project Information - Project Duration*

*Response required

3.11 Project Information - Completion (Anticipated) Date*

*Response required

3.12 Project Information - Size of Project*

*Response required

3.13 Project Information - Cost of Project*

*Response required

4 REFERENCE # 3

4.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

4.2 Reference Contact Information - Reference's Business Address*

*Response required

4.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required

4.4 Reference Contact Information - Reference's E-mail Address*

*Response required

4.5 Reference Contact Information - Reference's Phone Number*

*Response required

4.6 Project Information - Was your firm the prime contractor for the listed project?*

☐ Yes

☐ No

*Response required

4.7 Project Information - Name of Contactor Performing the Work*

*Response required

4.8 Project Information - Name and location of the project*

*Response required

4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*

*Response required

4.10 Project Information - Project Duration*

*Response required

4.11 Project Information - Completion (Anticipated) Date*

*Response required

4.12 Project Information - Size of Project*

*Response required

4.13 Project Information - Cost of Project*

*Response required

5 REFERENCE # 4

5.1 Reference Contact Information - Name of Firm, City, County or Agency

5.2 Reference Contact Information - Reference's Business Address

5.3 Reference Contact Information - Reference's Contact Name & Title

5.4 Reference Contact Information - Reference's E-mail Address

5.5 Reference Contact Information - Reference's Phone Number

5.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No

- 5.7 Project Information - Name of Contactor Performing the Work
- 5.8 Project Information - Name and location of the project
- 5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 5.10 Project Information - Project Duration
- 5.11 Project Information - Completion (Anticipated) Date
- 5.12 Project Information - Size of Project
- 5.13 Project Information - Cost of Project

6 REFERENCE # 5

- 6.1 Reference Contact Information - Name of Firm, City, County or Agency
- 6.2 Reference Contact Information - Reference's Business Address
- 6.3 Reference Contact Information - Reference's Contact Name & Title
- 6.4 Reference Contact Information - Reference's E-mail Address
- 6.5 Reference Contact Information - Reference's Phone Number
- 6.6 Project Information - Was your firm the prime contractor for the listed project?

☐ Yes

☐ No

- 6.7 Project Information - Name of Contactor Performing the Work
- 6.8 Project Information - Name and location of the project
- 6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 6.10 Project Information - Project Duration
- 6.11 Project Information - Completion (Anticipated) Date
- 6.12 Project Information - Size of Project
- 6.13 Project Information - Cost of Project

7 PROJECT DOCUMENTS

- 7.1 PROPOSERS BACKGROUND INFORMATION FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Proposers Background Inform...](#)

*Response required

- 7.2 PROPOSAL SECURITY (BID BOND FORM OR CASHIER'S CHECK)
 - a. **In the event that your total cumulative base proposal amount exceeds \$200,000,** a Proposal Security shall be in an amount not less than of 5% of the total cumulative base amount proposed.
 - b. Therefore, proposal should 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.

- c. Contingency is not to be counted in the total amount the proposal security is based on.
- d. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through OpenGov.
- e. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- f. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - PSPW-25-06 Exterior Painting of Pembroke Pines Charter School - West Campus**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- g. Please see [SPECIAL TERMS & CONDITIONS](#) of this document for additional information.

8 STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. 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).

8.1 NON-COLLUSIVE AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive Affidavit.pdf](#)

*Response required

8.2 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn Statement on Public E...](#)

*Response required

8.3 EQUAL BENEFITS CERTIFICATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Equal Benefits Certificatio...](#)

*Response required

8.4 VENDOR DRUG FREE WORKPLACE CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

*Response required

8.5 SCRUTINIZED COMPANY CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

*Response required

8.6 E-VERIFY SYSTEM CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. 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”).
- c. 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.

- [E-Verify System Certificati...](#)

*Response required

8.7 HUMAN TRAFFICKING AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

*Response required

8.8 VENDOR INFORMATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

*Response required

8.9 FORM W-9 (REVISED MARCH 2024)*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

- [Form W-9 \(Rev March 2024\).pdf](#)

*Response required

9 OPTIONAL DOCUMENTATION

9.1 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 OPENGOV 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.

9.2 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.

9.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the "**Brand Names**" Section included in the [GENERAL TERMS AND CONDITIONS](#) Section 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.

9.4 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.

9.5 PROFESSIONAL LICENSES

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation.

10 VENDOR CLASSIFICATION

10.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*

- a. The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:
 1. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;
 2. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.
- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

☐ Yes

☐ No

*Response required

When equals "Yes"

10.1.1 Please indicate your Local Vendor Status*

☐ Local Pembroke Pines Vendor (LPPV)

☐ Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

10.1.2 Local Vendor Preference Certification*

1. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

*Response required

When equals "Yes"

10.1.3 Local Business Tax Receipts*

1. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

*Response required

10.2 Is your firm a Veteran Owned Small Business (VOSB)?*

a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. **"Veteran Owned Small Business"** shall mean a business entity which has received a "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. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

☐ Yes

☐ No

*Response required

When equals "Yes"

10.2.1 Determination Letter from the United States Department of Veteran Affairs Center*

1. 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).

*Response required

10.3 Is your firm a Minority-Owned Business Enterprise (MBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)*

Select all that apply

- ☐ African-American MBE
- ☐ Asian-American MBE
- ☐ Hispanic-American MBE
- ☐ Native-American MBE
- ☐ Other option not listed above

*Response required

When equals "Yes"

10.3.2 MBE Certification Documentation*

1. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

*Response required

10.4 Is your firm a Woman-Owned Business Enterprise (WBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.4.1 WMBE Certification Documentation*

1. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

*Response required

10.5 Is your firm a HubZone Business / Labor Surplus Area Firm?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

1. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration (SBA). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.6 Is your firm a Broward County Small Business Enterprise (SBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.6.1 SBE Certification Documentation*

1. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.7 Is your firm a Broward County Business Enterprise (CBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.7.1 CBE Certification Documentation*

1. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.8.1 DBE Certification Documentation*

1. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

10.9 Does your firm have a Vendor Classification that was not listed above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

10.9.1 Other Vendor Classification Certification Documentation*

1. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION

7.1 Qualifying & Selecting Firms

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

SECTION 8 - INSURANCE REQUIREMENTS

8.1 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.

8.2 Insurance Coverage

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

8.3 Comprehensive General Liability Insurance

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:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. 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.

8.4 Workers' Compensation and Employers' Liability Insurance

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:

- A. Workers' Compensation: Coverage A – Statutory
- B. 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.

8.5 Comprehensive Auto Liability Insurance

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:

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

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.

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.

8.6 Umbrella/Excess Liability Insurance

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** 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.

8.7 Professional Liability/Errors & Omissions Insurance

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.)*

8.8 Required Endorsements

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.
- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. CONTRACTOR's policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- F. 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.

8.9 Additional Requirements

- A. 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.
- B. 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.
- C. 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 9 - GENERAL TERMS AND CONDITIONS

9.1 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.

9.2 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.

9.3 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).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

9.4 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 to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due

Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov 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 OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: support@opengov.com
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at purchasing@ppines.com.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 TAX EXEMPT STATUS

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

9.15 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.

9.16 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.

9.17 ANTI-TRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.18 PUBLIC ENTITY CRIMES

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list 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.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the

same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, 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.

9.19 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.

9.20 FACILITIES

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

9.21 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.

9.22 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.

9.23 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.

9.24 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 OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

9.25 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 pm 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.

9.26 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).

9.27 BID PROTEST

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

9.28 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.

9.29 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.

9.30 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.

9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

9.32 SCRUTINIZED COMPANIES LIST

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 an agency or local governmental entity for goods or services of:

- A. Any amount if, 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 Section 215.4725, Florida Statutes, 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 Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, 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 Terrorism Sectors List, or is engaged in business operations in Syria.

9.33 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 OPENGOV 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.

9.34 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.

9.35 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:

- A. 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
- B. 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:

- A. 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.
- B. 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.
- C. 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.

9.36 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.

- A. Definitions for this Section:

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. “Contractor” includes, but is not limited to, a vendor or consultant.
2. “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.
3. “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.

B. 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:

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

9.37 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
 1. are permitted access on school grounds when students are present,
 2. have direct contact with students or,
 3. 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.
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), 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 (A), 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 (A) 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.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) 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.

9.38 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 10 - SPECIAL TERMS & CONDITIONS

10.1 PROPOSAL SECURITY APPLICABILITY AND AMOUNT

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.

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

10.2 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 OpenGov.

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-25-06 Exterior Painting of Pembroke Pines Charter School - West Campus**" 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.

10.3 PAYMENT AND PERFORMANCE BONDS

In the event that the awarded contract, not including owner's contingency, 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 that 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.

10.4 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.



ADDENDA REPORT
IFB No. PSPW-25-06
Exterior Painting of Pembroke Pines Charter School - West Campus

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Tuesday, May 13, 2025

Addenda Issued:

Addendum #1

Apr 1, 2025 12:47 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Attachments:

· [Pre-Bid Attendance Sheet](#)

Addendum #2

Apr 3, 2025 8:53 AM

We would like to invite you to an additional pre-bid meeting for those who wish to take site measurements. This will be an opportunity to gather necessary details to ensure accurate proposals.

An additional pre-bid meeting is scheduled for Tuesday, April 8th, at 10:00 AM at 18500 Pembroke Rd, Pembroke Pines, FL 33029

- Attendance at a pre-bid meeting is mandatory for those who have not yet participated.
- Vendors who have already attended a prior pre-bid meeting are not required to attend this additional session.

Addendum #3

Apr 3, 2025 9:07 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #4

Apr 8, 2025 12:32 PM

2nd Pre-Bid Attendance

Attachments:

· [Pre-Bid Attendance Sheet 4.8](#)

Addendum #5

Apr 21, 2025 6:12 PM

The new deadline for submission is April 29th.

Addendum #6

Apr 22, 2025 5:46 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #7

Apr 23, 2025 10:00 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #8

Apr 23, 2025 4:12 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 7, 2025 3:13 PM	jose duran
Legacy Capital LLC	X	Apr 7, 2025 4:40 PM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 19, 2025 12:42 PM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 10, 2025 8:22 PM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 18, 2025 11:45 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 16, 2025 12:40 PM	STEVEN LANDIS
Mario's Painting and Construction	X	Apr 21, 2025 12:39 PM	Jason Viera
Gemstone Builders LLC	X	Apr 21, 2025 11:17 AM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 20, 2025 10:23 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 18, 2025 11:22 AM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 17, 2025 12:23 PM	Darek Grazawski
FONSIS LLC	X	Apr 4, 2025 11:24 AM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:06 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:22 AM	Matt Cenzo

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 7, 2025 3:13 PM	jose duran

ADDENDA REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Legacy Capital LLC	X	Apr 7, 2025 4:40 PM	Jeffrey Franklin
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Mario's Painting and Construction	X	Apr 21, 2025 12:39 PM	Jason Viera
Gemstone Builders LLC	X	Apr 21, 2025 11:17 AM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 20, 2025 10:23 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 18, 2025 11:22 AM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 17, 2025 12:23 PM	Darek Grazawski
FONSIS LLC	X	Apr 4, 2025 11:24 AM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:06 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:22 AM	Matt Cenzo

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 7, 2025 3:13 PM	jose duran
Legacy Capital LLC	X	Apr 7, 2025 4:40 PM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 19, 2025 12:42 PM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 10, 2025 8:23 PM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 18, 2025 11:45 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 16, 2025 12:40 PM	STEVEN LANDIS
Mario's Painting and Construction	X	Apr 21, 2025 12:39 PM	Jason Viera
Gemstone Builders LLC	X	Apr 21, 2025 11:17 AM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 20, 2025 10:23 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 18, 2025 11:22 AM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 17, 2025 12:26 PM	Darek Grazawski

ADDENDA REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

FONSIS LLC	X	Apr 4, 2025 11:24 AM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:06 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:22 AM	Matt Cenzo

Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 9, 2025 8:37 PM	jose duran
Legacy Capital LLC	X	Apr 8, 2025 12:36 PM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 19, 2025 12:42 PM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 10, 2025 8:23 PM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 18, 2025 11:45 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 16, 2025 12:40 PM	STEVEN LANDIS
Mario's Painting and Construction	X	Apr 21, 2025 12:39 PM	Jason Viera
Gemstone Builders LLC	X	Apr 21, 2025 11:17 AM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 20, 2025 10:23 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 18, 2025 11:22 AM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 17, 2025 12:26 PM	Darek Grazawski
FONSIS LLC	X	Apr 9, 2025 4:00 PM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:06 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:22 AM	Matt Cenzo

Addendum #5

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 22, 2025 8:42 AM	jose duran
Legacy Capital LLC	X	Apr 21, 2025 7:08 PM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 25, 2025 9:14 AM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 22, 2025 8:24 AM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 22, 2025 9:29 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 29, 2025 9:31 AM	STEVEN LANDIS

ADDENDA REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Mario's Painting and Construction	X	Apr 28, 2025 10:53 AM	Jason Viera
Gemstone Builders LLC	X	Apr 24, 2025 3:22 PM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 28, 2025 5:36 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 25, 2025 1:12 PM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 29, 2025 12:05 PM	Darek Grazawski
FONSIS LLC	X	Apr 22, 2025 12:51 PM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:07 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:22 AM	Matt Cenzo

Addendum #6

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 26, 2025 8:50 AM	jose duran
Legacy Capital LLC	X	Apr 22, 2025 6:39 PM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 25, 2025 9:14 AM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 28, 2025 7:20 AM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 24, 2025 9:22 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 29, 2025 9:31 AM	STEVEN LANDIS
Mario's Painting and Construction	X	Apr 28, 2025 10:53 AM	Jason Viera
Gemstone Builders LLC	X	Apr 24, 2025 3:22 PM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 28, 2025 5:36 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 25, 2025 1:12 PM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 29, 2025 12:05 PM	Darek Grazawski
FONSIS LLC	X	Apr 24, 2025 1:10 PM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:07 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:23 AM	Matt Cenzo

Addendum #7

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 24, 2025 8:17 AM	jose duran

ADDENDA REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Legacy Capital LLC	X	Apr 23, 2025 10:12 AM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 25, 2025 9:14 AM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 28, 2025 7:20 AM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 24, 2025 9:22 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 29, 2025 9:31 AM	STEVEN LANDIS
Mario's Painting and Construction	X	Apr 28, 2025 10:53 AM	Jason Viera
Gemstone Builders LLC	X	Apr 24, 2025 3:22 PM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 28, 2025 5:36 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 25, 2025 1:12 PM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 29, 2025 12:05 PM	Darek Grazawski
FONSIS LLC	X	Apr 24, 2025 1:10 PM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:07 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:23 AM	Matt Cenzo

Addendum #8

Proposal	Confirmed	Confirmed At	Confirmed By
Id Painting Corp	X	Apr 24, 2025 8:17 AM	jose duran
Legacy Capital LLC	X	Apr 23, 2025 6:41 PM	Jeffrey Franklin
Quick Painting Group Corp	X	Apr 25, 2025 9:14 AM	Andres Sanchez
Valentino's Painting Signs Corp.	X	Apr 28, 2025 7:23 AM	Angel L Pereira
CUNANO BUILDERS CORPORATION	X	Apr 24, 2025 9:24 AM	ORLANDO FERNANDEZ
JCR Mechanical Contractor	X	Apr 24, 2025 4:48 PM	Julio Ronquillo
People's Choice Painting, LLC dba All Counties Painting	X	Apr 29, 2025 9:31 AM	STEVEN LANDIS
Mario's Painting and Construction	X	Apr 28, 2025 10:53 AM	Jason Viera
Gemstone Builders LLC	X	Apr 24, 2025 3:22 PM	MOTI BILIA
SSPARCO INC	X	Apr 24, 2025 12:40 PM	Jorge Sotolongo
A1 Day1 Services LLC	X	Apr 28, 2025 5:36 PM	Brandon Joseph
jc contractors group	X	Apr 28, 2025 5:05 PM	SEBASTIAN MUNERA
Industry Grade Construction Group	X	Apr 25, 2025 1:12 PM	Yes Diaz
Tropical Touch Restoration Inc	X	Apr 29, 2025 12:05 PM	Darek Grazawski

ADDENDA REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

FONSIS LLC	X	Apr 24, 2025 1:10 PM	Gloria Fonseca
Inclan Painting and Waterproofing Corp.	X	Apr 29, 2025 12:07 PM	Luis Inclan
Cenzo Contracting LLC	X	Apr 28, 2025 11:23 AM	Matt Cenzo



CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

THIS AGREEMENT ("Agreement"), dated _____, is entered into 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 "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 **{---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 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"** and 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 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the {---**Solicitation Service Description**---}, as more specifically described in **Exhibit A**.

2.4 Upon CITY's request CONTRACTOR shall at all times be available to provide the status of work being performed, and to address quality control issues as needed.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services associated with the Property 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 CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR as provided for in Exhibit "B", an annual amount NOT TO EXCEED «**Compensation_Type**» {---Request Amount Written---} (\$ {---Request Amount Numerical---}), payable in monthly payments for actual services performed and as set forth here below:

4.1 CITY hereby agrees to compensate CONTRACTOR based on a «**Compensation_Type**» {---Request Amount Written---} (\$ {---Request Amount Numerical---}), which includes an owner's contingency fee of {---Contingency Fee in Words---} (---Contingency Fee Amount---), payable in monthly payments for actual services performed for maintenance services. Future price adjustments up or down shall be based on «**Nationally Recognized or Published Index**», including fuel surcharge adjustments, relevant to providing these services.

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed and correctly invoiced pursuant to the unit pricing more particularly described in **Exhibit "B"**.

4.2 **Prompt Payment Act.** 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's Authorized Representative approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Authorized Representative or his/her assignees. Invoices submitted by CONTRACTOR shall include the date of service, services performed, hours spent, location of services, description of the assignment/project, date of completion and any other information reasonable required by the CITY.

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 work, as more specifically 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 amendment or agreement executed by the Parties hereto.

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

ARTICLE 6

PAYMENT & PERFORMANCE BONDS

6.1 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 Payment Bond and a Performance Bond, each 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 bonds 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+

6.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the project value.** The Performance Bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned upon the CONTRACTOR's promptly making 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 this Agreement 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 Agreement which the CITY may be required to make under the law.

6.3 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 Bond and Performance Bond in the public



records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 6 **INDEMNIFICATION**

6.1 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 attorney's 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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 7 **INSURANCE**

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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

☐ ☐

7.6.1 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



Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

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

☐ ☐

7.6.2 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

☐ ☐

7.6.3 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) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

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

☐ ☐

7.6.3.1 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

☐ ☐

7.6.4 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

☐ ☐

7.6.5 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. *(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

☐ ☐

7.6.6 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. *(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

☐ ☐

7.6.7 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

☐ ☐

7.6.8 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

☐ ☐

7.6.9 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

☐ ☐

7.6.10 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

☐ ☐

7.6.11 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. *(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

☐ ☐

7.6.12 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

☐ ☐

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 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.

7.8 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.



7.9 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.

7.10 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 8

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 9

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 10
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 11
UNCONTROLLABLE FORCES

11.1 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.

11.2 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 12
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 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES



14.1 **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.

14.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, {---**Liquidated Damages Amount Written---**} (\$**{---Liquidated Damages Amount---**}) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

14.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, 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 and the quality of workmanship.

14.4 **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:

14.4.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

14.4.2 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's Authorized Representative relative thereto.

14.4.3 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.

14.4.4 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.



14.4.5 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.

14.5 **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 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.

14.5.1 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.

14.5.2 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. CITY reserves the right to assign any remaining work at any Property location to another vendor as may be necessary to complete the Scope of Work.

14.5.3 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.

14.5.4 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 (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.



ARTICLE 15
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 16
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 17
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 18
PUBLIC RECORDS

18.1 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:

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

18.1.2 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;

18.1.3 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 Agreement term and, following completion of the Agreement,



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

18.1.4 Upon completion of the Agreement, 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.

18.2 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 this Agreement.

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, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

19.1 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 Iran Terrorism Sectors 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:

19.1.1 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

19.1.2 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:



19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 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.

20.2 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.

20.3 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.

20.4 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) 392-2092 or drotstein@ppines.com.

20.5 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 21

EMPLOYMENT ELIGIBILITY

21.1 **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.

21.1.1 Definitions for this Section.

21.1.1.1 “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.

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

21.1.1.3 “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.

21.1.1.4 "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.

21.2 **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:

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

21.2.2 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

21.2.3 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 22

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:



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

22.1.1 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.

22.1.2 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.

22.1.3 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.

22.1.4 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.

22.1.5 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.

22.1.6 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.

22.1.7 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.

22.1.8 CONTRACTOR will include the provisions of paragraphs **(22.1.1)** through **(22.1.8)** 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.

22.2 **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.

22.3 **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.

22.4 **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.

22.4.1 **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.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (25.4.1) 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 (25.4.1) 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 (25.4.1) of this section.

22.4.3 **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 (25.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) 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 (25.4.1) through (25.4.4) of this section.

22.5 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).

22.5.1 **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.

22.5.2 **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.



22.6 **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).

22.6.1 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.

22.6.2 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.

22.7 **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.

22.8 **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).

22.9 **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.

22.10 **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.

22.11 **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.

22.12 **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.

22.13 **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.

22.14 **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.

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

22.16 **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.

22.16.1 **Prohibitions.**

22.16.1.1 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.

22.16.1.2 Unless an exception in paragraph 25.16.3 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:



22.16.1.2.1 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;

22.16.1.2.2 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;

22.16.1.2.3 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

22.16.1.2.4 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.

22.16.2 **Exceptions.**

22.16.2.1 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.

22.16.2.2 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.

22.16.3 **Reporting requirement.**

22.16.3.1 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 25.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 25.16.3.1 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 25.16.3.1 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.

22.17 **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.

22.18 **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.

22.19 **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 23

MISCELLANEOUS

23.1 **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.

23.2 **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.

23.3 **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.

23.4 **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.

23.5 **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.

23.6 **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, 4th 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---}

23.7 **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.

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

23.9 **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.

23.10 **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.



23.11 **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".

23.12 **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.

23.13 **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.

23.14 **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.

23.15 **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.

23.16 **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.

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

23.16.2 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and



appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

SIGNATURE PAGE FOLLOWS

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 ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input 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	Must Include General Liability			EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <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	SAMPLE CERTIFICATE			
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY 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

Exterior Repaint Specification for

Pembroke Pines Charter School West Campus
18500 Pembroke RD
Pembroke Pines, FL 33029



Prepared for:

Project Manager
Sebastian Hieber
Shieber@ppines.com
786.734.7333

Prepared by:

Luis Angel Gonzalez Jr.
The Sherwin-Williams Company
Property Development Representative
786.459.6503
Luis.a.gonzalez@sherwin.com



SHERWIN-WILLIAMS.

1/8/2025

Pembroke Pines Charter School West Campus
18500 Pembroke RD
Pembroke Pines, FL 33029

Project Manager
Sebastian Heiber
Sheiber@ppines.com

Dear City of Pembroke Pines and Pembroke Pines Charter School West Campus ,

Thank you for considering Sherwin-Williams products for your project.

Please note that all masonry finish coats specified within have been tested for and have passed the ASTM D6904-03 wind driven rain test.

Upon completion of the entire project, and adherence to the provided specifications, the owner will receive a Ten (10) Years warranty from Sherwin-Williams on all properly prepared exterior vertical masonry surfaces. Sherwin-Williams will also present a document of the facility's colors, products used and location of original purchases for maintenance and re-orders.

Thank you for selecting the Sherwin-Williams Paint Company for this project. We appreciate your confidence in our products and their performance in the field. If I may be of any assistance in this or any other matter, I await your request.

Respectfully,

Luis Angel Gonzalez Jr.

786.459.6503

Luis.A.Gonzalez@sherwin.com



Project Scope of Work

Inclusions: 5-6 Buildings (A, E, I, M,), 2 floors each

- Include up to 150 Sq. Ft. of stucco removal and replacement in base bid.
- The contractor is to pressure clean the exterior surfaces to be painted.
(See [Pressure Washing Surface Preparation](#))
- Seal all exterior surfaces to be painted (see [Coatings Schedule](#))
- Repair hairline cracks as per specifications (see [Crack Repairs](#))
- **Caulks & Sealants: Caulk all window and door frames as needed with Loxon S1**
 - Control and expansion joints
 - Window and sliding door frames
- **Masonry/Concrete/EIFS**
 - All previously painted vertical masonry substrates
 - Wall joints
 - Ceilings
 - Enclosures by fire back flow
 - Exterior overhang
 - Airasium Walls
 - Caulk around window expansion.
 - Fill in floor expansion joints.
 - Previously painted concrete floors in front of stairway
 - Dumpster walls
- **Metal**

Prep, prime, and paint the following previously painted items.

 - Metal Doors
 - Metal Gutters and downspouts
 - Fire hydrant
 - Electrical wall connections
 - Electrical box enclosure and if necessary, the gate
 - Repaint letters on buildings (A, E, I, M, & P)

Choice of color may determine how many coats will be required to cover existing colors to be painted.

Exclusions

- No shutters
- No metal stairway railings
- No metal mesh by stairway
- No windows
- No steps on stairways
- No aluminum conduits
- No light fixtures
- No aluminum walkway beams.
- Anything not listed in the "Substrates" part of this Specification.



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The work will consist of all preparation, painting, finishing work and related items necessary to complete work described in these specifications and listed in the remaining pages included within this specification.



Coating Schedule (1 coat primer 2 coats topcoat)

Stucco & Masonry Surfaces – All previously painted vertical substrates

- A. **Prime Coat:** Loxon® "Hot Stucco" Conditioner (A24 Series) (applied 200-320 sq. ft. per)
- B. **Repairs & Fresh Stucco:** Loxon® Concrete Masonry Primer/Sealer Latex (LX02W50) (applied 5.3-8 mils)
- C. **Finish Coat:** (2) Latitude™ Exterior Acrylic (4 mils WFT, 1.4 mils DFT)
Click Here: [Latitude™ Exterior Acrylic Flat \(sherwin-williams.com\)](http://sherwin-williams.com)

Wood trims, and fascia

- A. **Prime- New or Bare Wood:** Exterior Latex Wood Primer (B42W8041) (4-mil WFT or 1.4 mils DFT)
- B. **Previously Painted:** Multi- Purpose B51-450 Series
- C. **Finish Coat:** (2) Latitude™ Exterior Acrylic (4 mils WFT, 1.4 mils DFT)

Gutters, Downspouts, Railings, and other Metals.

- A. **Spot Prime (Rusted areas):** Cortec Corverter
- B. **Prime Coat:** Pro Industrial™ Pro-Cryl (B66-310 Series) (5-10 mils WFT or 2-4 mils DFT)
Note: If using Macro 646 Prep by total removal of all paint to bare metal or adhesion required
- C. **Finish Coat:** (2) Pro Industrial Pre-Catalyzed Water-based Urethane Gloss (B65w121) (6 – 12)
May require a second coat depending on coverage of first coat.

Ferrous Metals

- A. **Spot Prime (Rusted areas):** Cortec Corverter
- B. **Full Prime Coat:** Pro Industrial™ Pro-Cryl Universal Metal Primer (B66 Series) (5-10 mils WFT)
Note: If using Macro 646 Prep by total removal of all paint to bare metal or adhesion required
- C. **Finish Coat:** (2) Pre-catalyzed Waterbased Urethane. (B65-1100 Series) (Wet mils: 6.0-12.0 or Dry mils: 2.2-4.4)
May require a second coat depending on coverage of first coat.

Previously painted concrete floors

(Mock-ups must be completed to perform adhesion test)

Pressure Clean with a minimum 2500 PSI and 10-20% Chlorine solution.

Surface to be coated must be in sound condition and free of all grease, oil, dirt, dust or other contaminants. Prepare using detergents, de-greaser, manual scrubbing, pressure washing or other means in accordance with ASTM D4258 – 83.

If mold, mildew, or fungus is present, kill and remove by cleaning with a solution of 1-part household bleach to three (3) part water.



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Remove any peeling and/or marginally adhered coatings, etch bare areas, and abrade remaining coatings to dull and create a profile. Surface must be free of all moisture prior to coating.

A. Two (2) Coats of: H&C Heavy Shield

Note: Add H&C SharkGrip or similar to each coat of material applied.



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Pictures



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This document serves as a recommendation based on the condition of the property as developed in conjunction with the owners or the owner's representative. It serves as a resource and standardization for contractors to bid on the project and is in no way a contract agreement. It is ultimately the responsibility of the contractors involved to satisfy the contract agreement. The owners may change the scope and materials after this document has been drafted. The final agreement/contract is between the general contractor/painting contractor/ and the property owner or the owner's representative. Sherwin-Williams recommendations strictly follow the technical data guidelines for the products specified.



Contractor shall strictly adhere to all applicable federal, state and local regulations associated with proper lead-safe work renovation, repair and painting practices and procedures. State and local regulations may be stricter than those set under the federal regulations. The federal practices and procedures are detailed in EPA's Lead Renovation, Repair and Painting Program Regulations Rule (RRP) 40 CFR Part 745, Subpart E, and as amended. Specifies associated with the RRP Rule pertaining to "Firm Certification", individual "Certified Renovator" Certification, pre-work activities (notification & testing), occupant protection / work site preparation measures, safe work / prohibitive work practices, clean-up / cleanup verification / waste disposal / clearance testing (if applicable), record keeping, and worker training criteria can be obtained on EPA's website www.epa.gov/lead .

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children of pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information call the National Lead Information Center on 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be stricter than those set under the federal RRP Rule.



Crack Repair

Identify all cracks in the existing substrates and repair per manufacturer's recommendation.

- A. For hairline cracks 1/16 inch or less wide — seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured).
- B. For cracks 1/16-3/5 inch, route the crack open to a uniform size by mechanical methods. Clean out cracks with water and allow them to completely dry. Seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured).
- C. For cracks deeper than 1/2 inch or wider than 1/4 inch, backer rods should be used to fill the gap and to eliminate three-point adhesions. See data sheet for additional information.

Caulks and Sealants

Execution

- A. Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner or owner's representative of unsatisfactory conditions before proceeding.
- B. If substrate preparation is the responsibility of another installer, notify owner or owner's representative of unsatisfactory preparation before proceeding.
- C. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.

Surface Preparation

- A. Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Porous materials are usually treated by mechanical means and nonporous surfaces by a solvent wipe that is compatible with the building substrate being used. **Note:** For porous surfaces, the use of detergent or soap & water is NOT recommended.
- C. Existing sealants intended to be painted should be tested to assure coatings will fully adhere. Silicone sealants cannot be painted unless tested and approved by Sherwin-Williams and Owner.
- D. Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
- E. Install backup materials as required to ensure that the recommended depth is regulated when using the backup material.
- F. No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

Caulk & Sealant Installation



- A.** Apply all caulks and sealants with manufacturer specifications in mind.
- B.** Do not apply it to wet or damp surfaces.
 - 1. Wait at least 30 days before applying to new concrete or masonry or follow manufacturer's procedures to apply appropriate sealants prior to 30 days.
 - 2. Wait until wood is fully dry after rain or morning fog or dew.
- C.** Apply sealants using methods recommended by manufacturer.
- D.** Uniformly apply caulks and sealants without skips, voids, or sags. Tool bead to a consistent, smooth surface.

Stucco to Metal or Stucco to Stucco

- 1. Exterior Polyurethane: Sherwin-Williams Loxon H1 One Component Polyurethane/Silicone Hybrid

PVC, Plastic, Brick, Stone, Masonry, Marble, Stucco, Cementitious Siding, Vinyl Siding, Wood:

- 1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Vertical Applications

- 1. Exterior Polyurethane:
Sherwin-Williams Loxon S1

Concrete: Horizontal Applications

- 1. Exterior Polyurethane:
Sherwin-Williams: Loxon SL1 One Component Self Leveling for Horizontal Surfaces

Glass: Glazing

- 1. Exterior Latex:
Sikasil® SG-18

Glass: Non-Structural Sealing

- 1. Exterior:
Sherwin-Williams White Lightning All Purpose Silicone Ultra

Metal: Ferrous and Non-Ferrous

- 2. Exterior Polyurethane:
Sherwin-Williams Loxon S1 One Component Smooth

EIFS

- 1. Exterior Polyurethane/Silicone Hybrid:
Sherwin-Williams Loxon H1 One Component Polyurethane/Silicone Hybrid



Contractor Responsibilities

Pre- Bid

It is recommended that a pre-bid meeting be conducted with all interested parties attending. The purpose is to review the general requirements of the project and perform a general inspection. The meeting shall be assigned at the owner's discretion. The time, date, and place are also at the owner's discretion. Sherwin-Williams will also attend the meeting. It is the responsibility of the bidder to fully understand the scope of work and the conditions under which work is to be performed. Failure to attend shall not relieve a bidder from full performance of any contract awarded to the satisfaction of the solicitor. Bidders are strongly recommended to attend.

Scope of Work

Work in general includes surface preparation, surface repair, caulking, sealants, patching, and application of the paint coating to the substrates and systems outlined in this specification and approved by owner or owner's agent.

Materials

1. All materials specified are from The Sherwin-Williams Company.
2. All paints shall be delivered to the job site in the original container with the manufacturer's label intact.
3. The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Manufacturer's recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative or www.paintdocs.com.
4. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, owner's agent, or a Sherwin-Williams representative.

Protection of Substrates Not to be painted.

1. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are windows, brick, surrounding lawn, trees, shrubbery, floor, and steps. Upon completion of work, he/she shall remove all paint droppings and overspray from floors, glass, concrete, and other surfaces not specified to be painted.

Minimum Specifications

1. If instructions contained in this specification, bid documents or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and painted to suit the higher standard, as determined by Sherwin-Williams, the customer or management representative.

Resolution of Conflicts



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1. Contractor shall be responsible for stopping work and request prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or paint manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval by Sherwin-Williams, the customer or customer's representative.

Coordination of Work

1. The general contractor and subcontractor shall be responsible for coordination of his work with the other crafts and contractors working in the same job and with the Management Company or owner.

Safety

1. All pertinent safety regulations shall be adhered to rigidly. In addition, all safety noted on the manufacturer's Product Data Sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets are available from your local Sherwin-Williams store or representative or by visiting www.sherwin-williams.com.
2. Verify the existence of lead-based paints on the project. Buildings constructed after 1978 are less likely to contain lead-based paints. If lead-based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting Rule or similar state regulation. Verify that owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings.

Jobsite Visitation

1. The contractor shall be responsible for visiting the jobsite and familiarizing himself with the job and working conditions.
2. All work during application is subject to inspection by the owner or his representative.
3. It will be the paint contractor's responsibility to own and use a wet film thickness gauge to check his application thickness as he proceeds.
4. Contractor and owner have complete responsibility for ensuring that the project specifications are followed, notwithstanding periodic visits to the project by any Sherwin-Williams representative.
5. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval of the owner, agent, or Sherwin-Williams representative.

Surface Preparation

1. Each surface shall be cleaned, scrapped, sanded, and prepared as specified. The painting contractor is responsible for the finish of his work. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish. Contractor shall be fully responsible for satisfactory work.
2. All deteriorated or delaminated substrates (i.e., wood, hardboard siding, T-111, stucco, and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.



3. All exterior surfaces to be painted shall be pressure cleaned, scrapped to remove all dirt, mildew, peeling paint, chalk, and any foreign materials detrimental to the new finish (see Pressure Washing).
4. Thoroughly sand all glossy surfaces to create a profile for paint and/or primer to adhere to.
5. Apply caulks and sealants where appropriate. All existing underperforming caulks or sealants should be removed and replaced with sealant as specified. Allow sealant to cure for specified time in dry weather before paint is applied.
NOTE: It is recommended to apply all primers first and then apply sealant before topcoat is applied. See specified sealants section.
6. Knots and pitch streaks shall be scraped, sanded and spot primed before full priming coat is applied. All nail holes or small openings shall be patched after priming coat is applied. Any wood that is rotten, cracked, delaminated or water damaged should be replaced. Any loose or peeling paint should be removed by sanding and scraping. All hard, glossy surfaces should be sanded down to create a profile for new paint to adhere to. Fill nail holes, imperfections, and cracks with putty (color to match primer). Edges, corners and raised grain shall be prepared by sanding. Apply sealants to all joints between wood items with a specified sealant.
7. All masonry surfaces should be scrapped and cleaned to remove all peeling paint, delaminated surfaces or substrates, chalk, dirt, stains, efflorescence, and other surface contaminants. These areas shall be pressure washed and scrubbed with a cleaner/degreaser solution. After cleaning if there is still chalk evident this should be brought to the owner's attention in writing before any further work is done. Use an industry accepted patch or filler to assure a visually aesthetic finished substrate. Any masonry surface should be toughly tested to assure the surface pH levels are within accepted range of coating/s to be applied.
8. Brick must be free of dirt, lose or peeling paint, loose and excess mortar, delaminating layers of the brick, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner. Any areas of breakage shall be patched and dried using specified Sherwin-Williams patching compound in accordance with Product Data Sheet instructions before coatings are applied.
9. All galvanized gutters and flashing should be thoroughly cleaned and sanded to remove loose and peeling paint. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.

Non-Ferrous Metal Preparation

First clean surface as per SP-1 to remove grease and any detrimental foreign matter. Ensure removal of previous loose, flaking, peeling coatings and any loose scaling rust, as per SP-2 (hand tool cleaning) by sanding or to efficiently remove any loose detrimental foreign matter and to create a profile to promote adhesion of new coating system. Then clean to ensure surface is free of any detrimental foreign matter. (Clean dry, & dull surface)

10. Ferrous Metal Preparation

1. After pressure washing, mildew treatment and chloride (salts) removal, ferrous metals will be solvent cleaned in accordance with the Society of Protective Coatings Standard, SSPC SP-1. Change cleaning rags often. Dispose of all rags in accordance with local, state and EPA regulations.
2. Any existing rust or loose and failed coatings will be removed by conscientious hand and power tool cleaning, according to SSPC-SP2/3. Hand or power sand all existing gloss surfaces in order to promote the adhesion of the specified primer/finish. Remove all sanding residuals.
3. All residue produced by grinding and chipping will be completely removed from the surface and surrounding area prior to any other procedure.
4. Any area that presents difficulty in reaching will be treated with Corrverter rust conversion primer, applied by label direction. Rust must be present for the converter to perform as formulated by converting ferrous oxide (rust) to a stable iron complex.
5. Pay particular attention to back-to-back angles, bolt configurations and all welds. "Stripe coat" welds all welds and allows primer to dry prior to complete prime coat installation.
6. Surface temperature must be 5° F above critical dew point prior to any coating's procedure.



11. All vinyl siding should be clean thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color unless the product and color are designed for such use. Painting with darker colors may cause siding to warp.
12. Cement Composition Siding/Panel/Fiber Cement Sidings: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be 12 or less unless the products are designed to be applied to high pH substrates.
13. EIFS: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Remove and replace any peeling or delaminating surfaces. Replace EIFS to manufactures recommendation.

Moisture

All areas that could cause paint failure due to moisture should be addressed and eliminated. This would include but is not limited to:

1. Gutters and downspouts not working properly.
2. Previous coats of paint not adhering properly.
3. Wood checking (cracks and splits in wood).
4. Deteriorated caulking or sealant.
5. Gaps between substrates.
6. Rotten wood.
7. Areas affected by water splashing.
8. Painting in inclement weather.
9. Painting an un-dry substrate.
10. Un-caulked nail holes.

Pressure Washing & Surface Preparation

1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale and loose paint by water at pressures of 2500-3000 p.s.i. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC-SP2 and sand all glossy surfaces to promote adhesion.
2. Remove mildew per the following:
 - a. Tools: Stiff brush, garden pump sprayer or chemical injector power washer method.
 - b. Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Application

1. Contractor shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed Scope of Work.
2. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, he/she shall remove all paint and varnish spots from floors, glass, and other surfaces. He shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.
3. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.



4. Cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
5. Materials shall be applied under adequate illumination, evenly spread, and flowed smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film should be a consistent color and sheen to provide a uniform appearance.
6. All coats shall be dry to manufacturer's instructions before applying additional coats.
7. Any masonry surface with an elevated pH level or "hot spots" shall be sealed with a suitable primer/sealer prior to application of finish coat. High pH is considered at a level of 12 pH or greater.
8. When spray painting is specified, contractor shall finish 100 square feet by spraying a sample of finish upon request of owner. This shall be finished with materials specified and shall be called a Pilot Wall.
9. Exterior doors with paintable tops, bottoms, and side edges should be painted or sealed using the Door Manufacturer's paint specification and recommendations.
10. Building by building inspections will be made by the owner or his representative. If requested, a Sherwin-Williams representative may participate in these visits for technical consultation.
11. All repairs, replacements and applications are to meet or exceed all manufacturers' and attached specifications.
12. Elastomeric coatings shall not be applied directly over pre-existing elastomeric coatings.
13. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance, and coverage (regardless of number of coats specified).

Workmanship & Application Conditions

1. Keep surface dust, dirt, and debris free before, during, and after painting, until paint is cured.
2. Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and Product Data Sheets.
3. All work shall be accomplished by people with the necessary skill and expertise and qualified to do the work in a competent and professional manner.
4. All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
5. Paint all previously painted surfaces, including, but not limited to stair systems, light poles and fixtures, pool fence, and underside of balconies. Any potentially hazardous substrate shall be reviewed with owner and owner's agent. All necessary safety precautions must be fully taken to ensure workers' safety.
6. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e., windows, outdoor carpeting, walkways, etc.
7. Owner shall provide water and electricity from existing facilities.
8. Normal safety and "wet paint" signs, necessary lighting, and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.



9. A progress schedule shall be furnished by the contractor to the owner for approval and shall be based on the contract completion date. Contractor shall advise the owner of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise residents, move vehicles, etc.
10. Do not paint over any code required labels or any equipment identification, performance rating, name, or nomenclature plates.
11. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance, and coverage (regardless of number of coats specified).

Weather

1. All materials are to be applied in accordance with the product data page in regard to weather conditions. Stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occur.
2. Do not begin painting until surfaces are moisture free.

Color Schedule

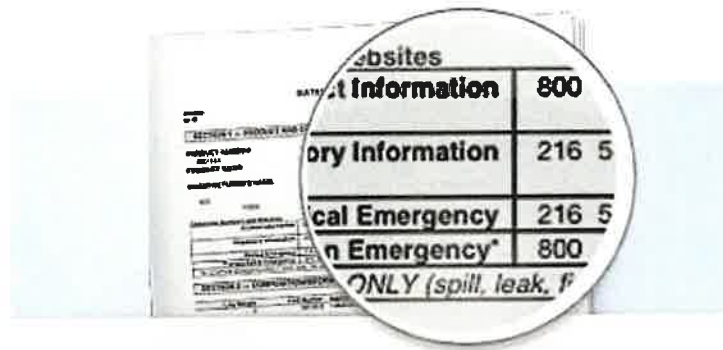
1. To be approved by owners.
2. The owner and project coordinator should be aware that certain colors, especially darker tones, fade more rapidly than other colors, regardless of the product manufacturer, product type, or substrate to which the product is applied. It is advisable for the owner, project coordinator, and/or person responsible for color selection to consult with Sherwin-Williams early in the planning stage to assure the most durable combination of tinting formulation is used to achieve the desired color. Additionally, color selection affects the hiding ability of the finish coats.

Custodian

1. Upon conclusion of the project, the Contractor or paint manufacture/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.



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GHS-SDS, PDS, EDS DATA SHEETS

This specification has been written for the purpose of identifying the products and procedures to be followed based upon the scope of work herein defined. A preliminary visual inspection was performed prior to writing these specifications. However, the inspection and these specifications do not necessarily encompass certain preexisting conditions and/or inherent problems that may exist in the building structure. These conditions may be but are not limited to faulty roof or window structures, stucco and/or masonry degradation, loose railing stanchions and/or any other existing conditions which may directly or indirectly affect the adhesion and performance of any newly applied coating system. Therefore, it may be necessary to solicit the expertise of an engineer to determine any additional remedies to be implemented in conjunction with these specifications.

Specifications or label directions should be thoroughly understood and followed to comply with all warranty requirements. Any deviation from this specification, product label directions, or product data pages without consent from the appropriate management of Sherwin-Williams may result in the voiding of all warranties. The contractor will be solely responsible for all warranty claims made on any warranty that has been found void.

*This specification has been prepared for your project by
The Sherwin-Williams Company*



M

I

P

P

E

E

Airnasium

West P. Preschool

Pembroke Pines Charter Elementary

Pembroke Pines Charter Middle School

Image Landsat / Copernicus

**Buildings marked in
RED must be
excluded**

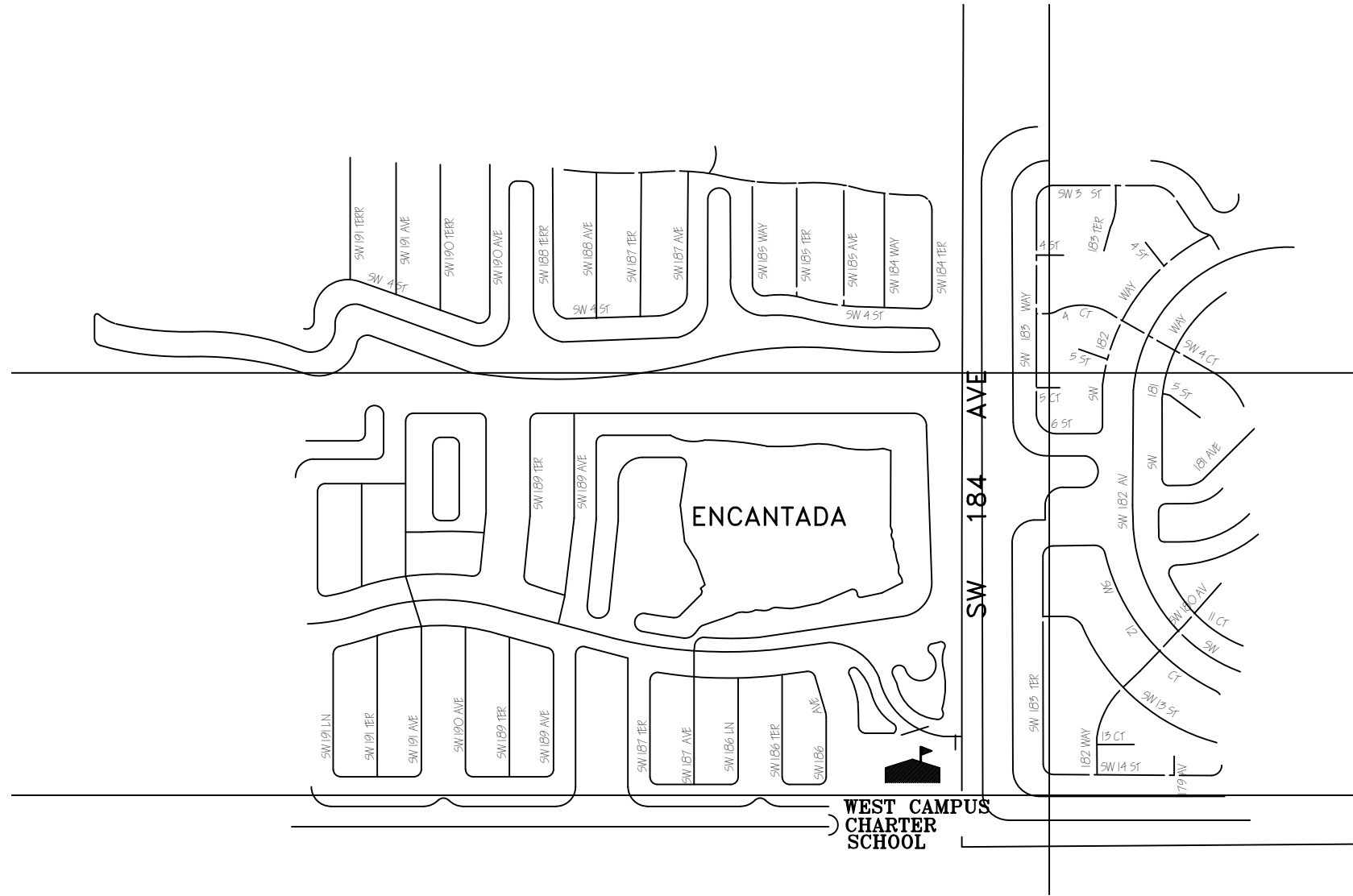
SW 184th Ave

Pembroke Rd

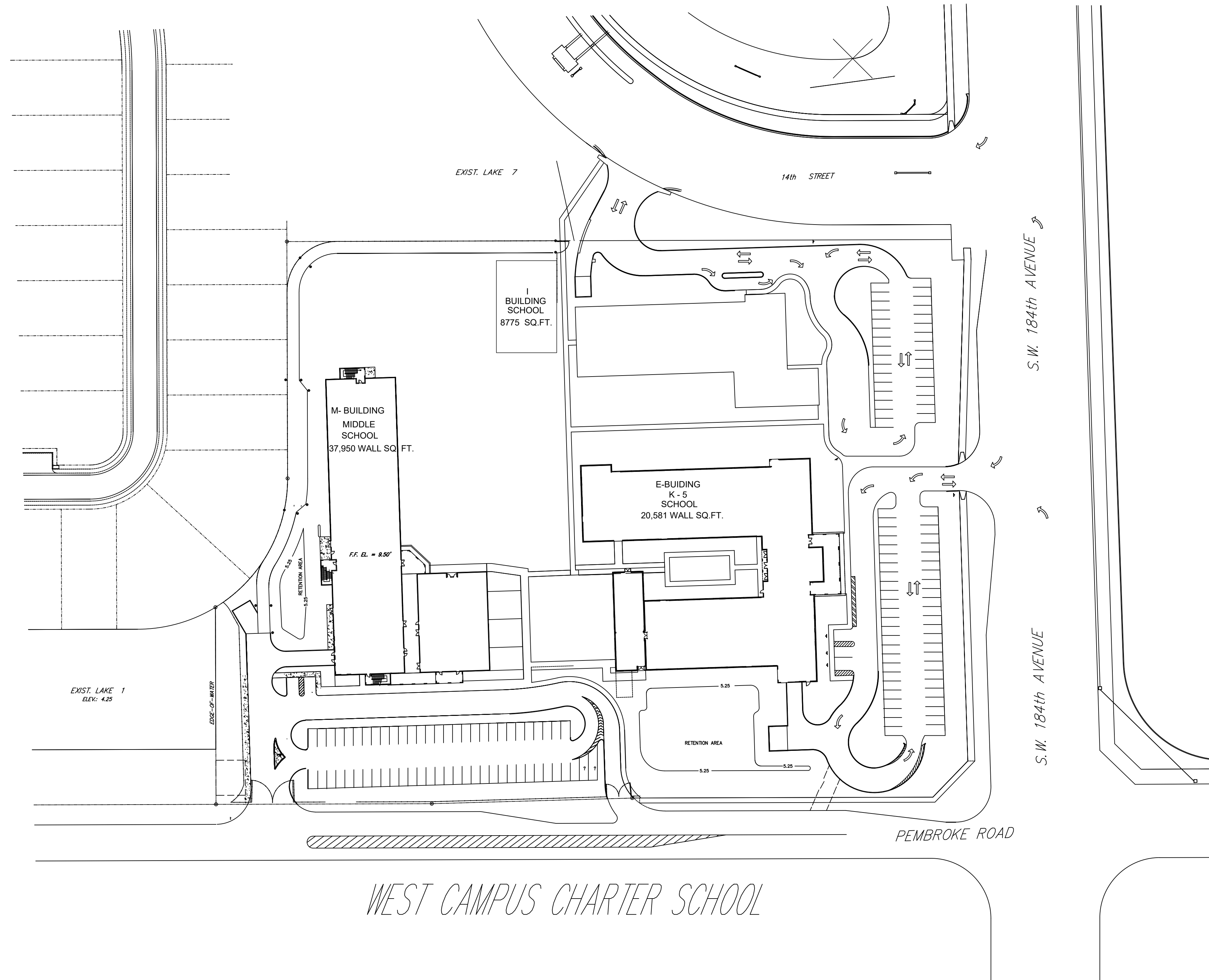
Pembroke Rd

Google Earth

25°59'39.45" N 80°23'41.08" W elev -2 ft eye alt 774 ft



LOCATION MAP N.T.S.

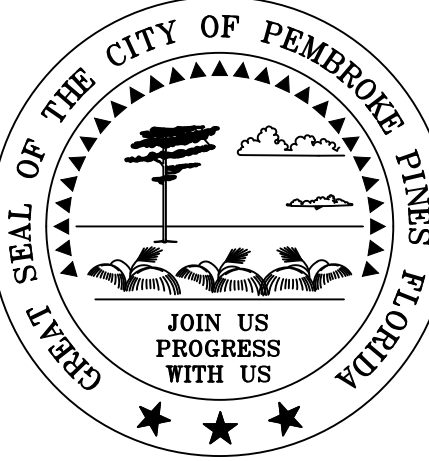


WEST CAMPUS CHARTER SCHOOL

SITE PLAN N.T.S.

WEST CAMPUS CHARTER SCHOOL APPROX. BUILDING WALL SQ. FT.	
M- BUILDING SCHOOL	37,950 SQ. FT.
E- BUILDING SCHOOL	20,581 SQ.FT.
I- BUILDING SCHOOL	8775 SQ.FT.

CITY OF



PEMBROKE PINES

REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

WEST CAMPUS CHARTER SCHOOL

18500 PEMBROKE ROAD
PEMBROKE PINES, FL. 33029

SCALE:
AS IND
DATE:

DRAWN BY:
DRAWING NO.

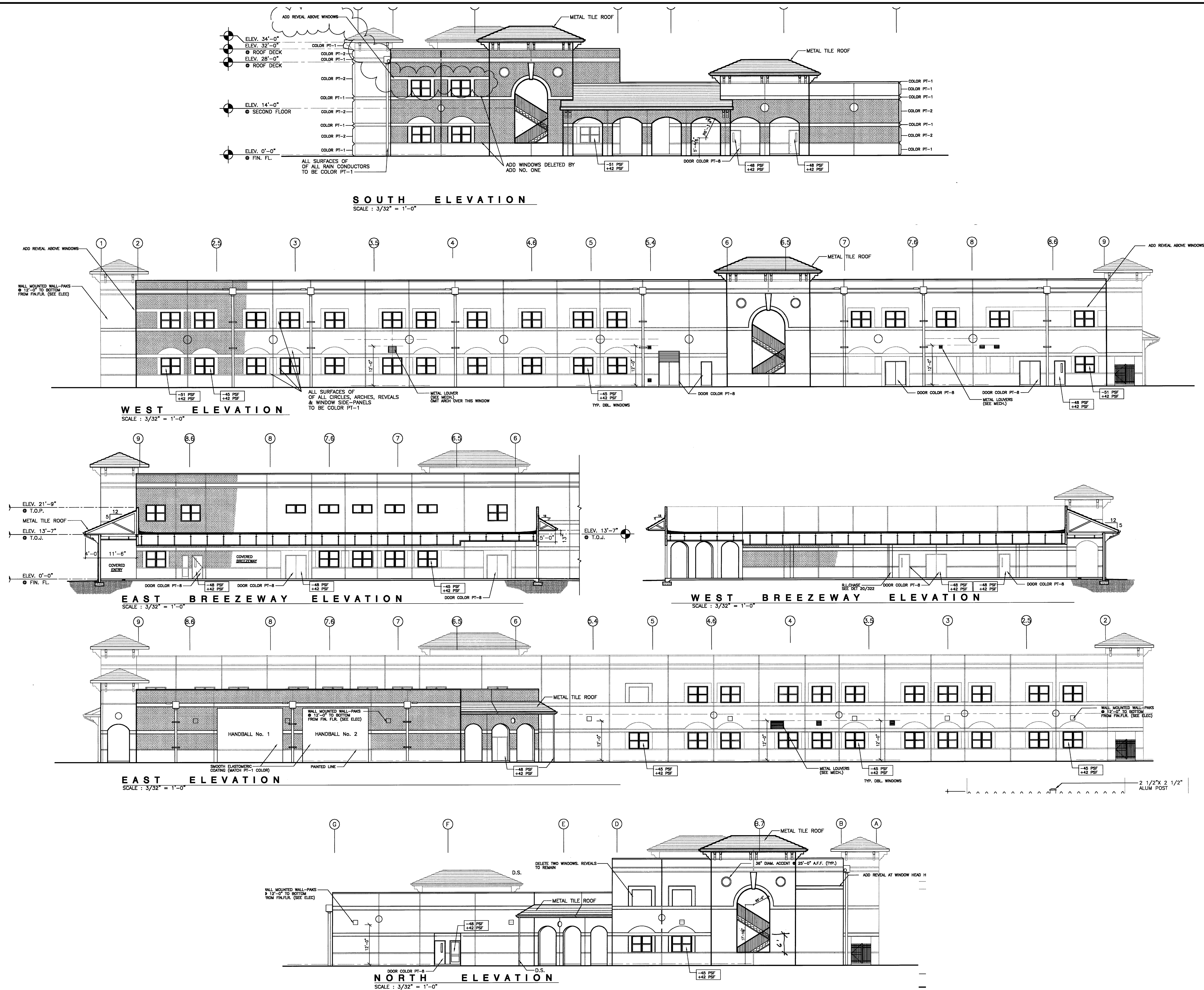
SITE



SEAL

PEMBROKE ROAD
PEMBROKE PINES FL 33079

DRAWING NO.

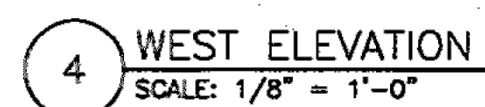
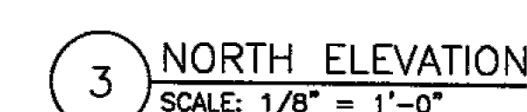
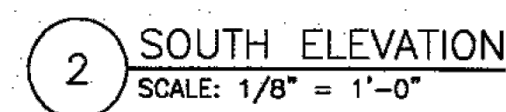


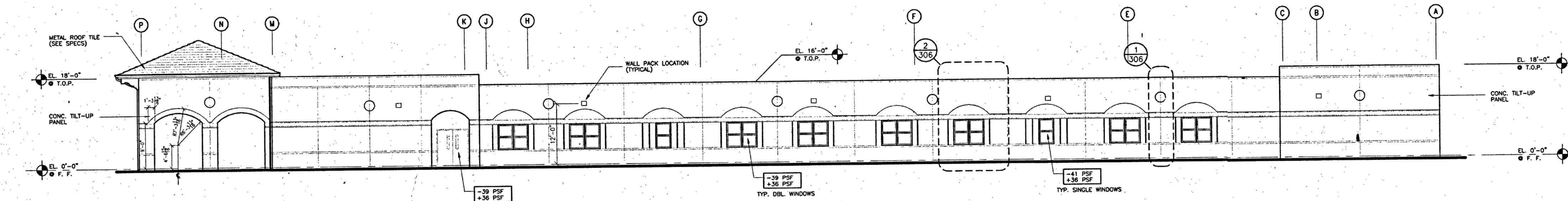


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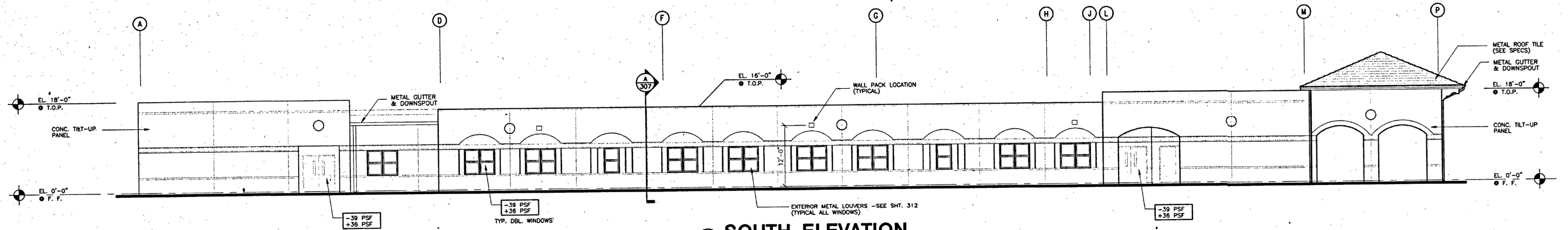
PEMBROKE ROAD
PEMBROKE PINES, FL. 33029

DRAWING NO.

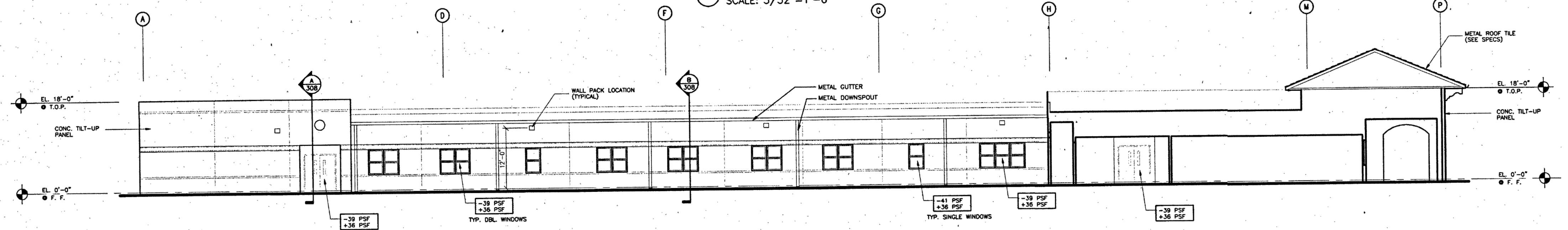




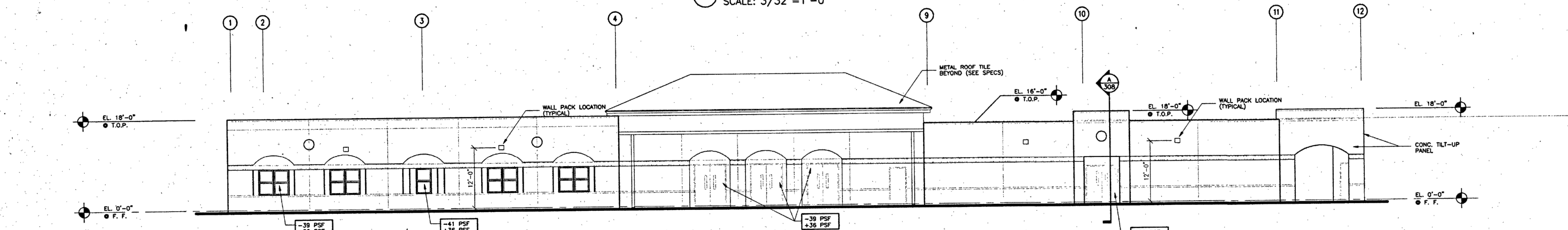
A NORTH ELEVATION
SCALE: 3/32"=1'-0"



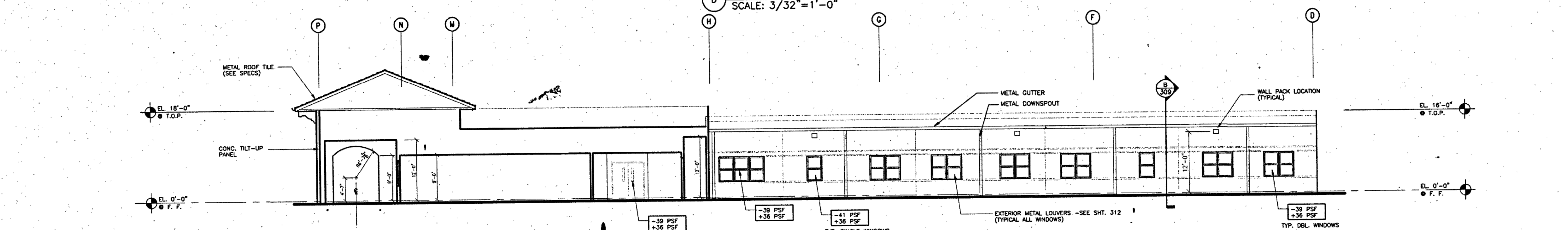
B SOUTH ELEVATION
SCALE: 3/32"=1'-0"



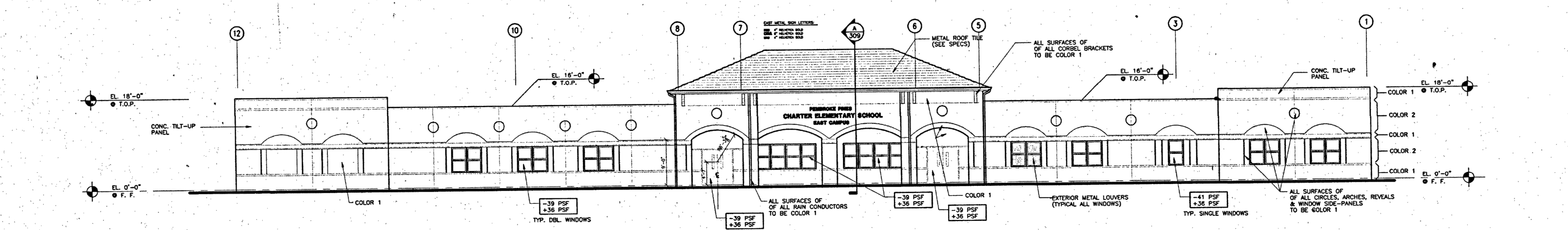
C SOUTH ELEVATION @ INNER COURTYARD
SCALE: 3/32"=1'-0"



D WEST ELEVATION
SCALE: 3/32"=1'-0"



E WEST/EAST SECTION (LOOKING NORTH)
SCALE: 3/32"=1'-0"



F EAST ELEVATION
SCALE: 3/32"=1'-0"

CITY OF

PEMBROKE PINES

REVISIONS	BY

LICENSE NO.

SEAL

PROJECT

**WEST CAMPUS CHARTER SCHOOL
E-BUILDING**

PEMBROKE ROAD
PEMBROKE PINES, FL. 33029

SCALE:

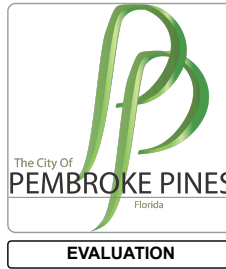
AS IND

DATE:

DRAWN BY:

DRAWING NO.




+1 User





Exterior Painting of Pembroke Pines Charter School - West Campus

 Invitation For Bid

 Public Services

 01075, 05256, 14545, 19265, 63045... show all
Project ID: PSPW-25-06**Release Date:** Wednesday, March 26, 2025**Due Date:** Tuesday, April 29, 2025 2:00pm
 Posted  Wednesday, March 26, 2025 5:49pm

 Bid Unsealed Tuesday, April 29, 2025 2:34pm by Debra Rogers

 Pricing Unsealed Tuesday, April 29, 2025 2:34pm by Debra Rogers
All dates & times in Eastern Time
 Edit   Preview

1. NOTICE

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

IFB # PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

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

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarification.

Proposals will be accepted until 2:00 pm on Tuesday, April 29, 2025, electronically at
<https://procurement.opengov.com/portal/pembrokepines/projects/150072>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: 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. As a result, meetings may be a combination of in-person and virtual, all as provided by law. 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:

Ivan Ospinal or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
(954) 518-9020 or 954-518-9020
purchasing@ppines.com



QUESTION & ANSWER REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

RESPONSE DEADLINE: April 29, 2025 at 2:00 pm

Tuesday, May 13, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Budget

Mar 26, 2025 11:36 PM

Question: What is the Budget?

Mar 26, 2025 11:36 PM

Answered The project is estimated to cost \$175,000

Apr 2, 2025 5:01 PM

2. Exterior Painting of Pembroke Pines Charter School - West Campus

Mar 27, 2025 9:16 AM

Question: 1) What is the budget for this project? 2) How many days do we have to complete the project? 3) How many square feet (SF) and linear feet (LF) are included? Will you update the plan with the work area? 4) Do you need the budget for the unit price or the total quantity?

Mar 27, 2025 9:16 AM

Answered: 1) The project is estimated to cost \$175,000. 2) The work shall be completed within 60 days from issuance of the City's Notice to Proceed (NTP), with an estimated start date of June 4th, 2025. Work must be completed no later than August 10th. 3) Verification of all dimensions, square footages and quantities are the responsibility of the contractor. Aerial map with buildings included in the scope of work is attached

Apr 2, 2025 5:01 PM

3. Warranties

Mar 27, 2025 11:47 AM

Question: Is this an error, or is it truly required? I find it unusual to request a 7-year warranty for these types of works

Mar 27, 2025 11:47 AM

Answered: It is required. Contractor shall provide a seven (7) year workmanship labor warranty covering repair of peeling or fading paint, loose or deteriorated sealant on all masonry-to-masonry expansion joints, windows, doors, and other penetrations, removed and replaced by the contractor. Upon completion of the project, and with their application instructions and specifications strictly adhered to, the contractor shall provide a written seven (7) year product warranty from the manufacturer.

Apr 2, 2025 5:01 PM

4. Paint

Apr 1, 2025 5:50 PM

Question: Can you please clarify if the paint will be purchased by the contractor

Apr 1, 2025 5:50 PM

Answered: Yes, this is a turn-key project. Please refer to scope of work in IFB

Apr 2, 2025 5:01 PM

5. Project Square Feet

Apr 2, 2025 10:39 AM

Question: Will we have the opportunity to do a physical measurement of the project.

Apr 2, 2025 10:39 AM

Answered: Yes, contractor can schedule site visits with the procurement department at iospinal@ppines.com

Apr 2, 2025 5:01 PM

6. school tax exempt status

Apr 2, 2025 3:23 PM

Question: Can we utilize the tax exempt benefit on the material purchase?

Apr 2, 2025 3:23 PM

Answered The contractor cannot use the City's tax exempt certificate; that can only be used by the city.

QUESTION & ANSWER REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Apr 3, 2025 8:13 AM

7. BID BOND

Apr 3, 2025 9:25 AM

Question: DOES THE PROJECT REQUIRE BID BOND?

Apr 3, 2025 9:25 AM

Answered: In the event that the awarded contract, not including owner's contingency, 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.

Apr 7, 2025 10:12 AM

8. Metal roof awning structure

Apr 3, 2025 9:44 AM

Question: I see it's required to pressure wash. Is it required to prime and paint as well?

Apr 3, 2025 9:44 AM

Answered: The metal awning does need to be pressure washed but NOT primed nor painted.

Apr 7, 2025 10:12 AM

9. Building Permit

Apr 8, 2025 4:06 PM

Question: When do you expect the contract to be awarded? Would we have time to start the permit application to start work by Jun 4th?

Apr 8, 2025 4:06 PM

Answered: We expect to have the contract awarded by the first commission meeting in May 7th.

Apr 10, 2025 3:01 PM

10. No subject

Apr 9, 2025 4:05 PM

Question: 1.the eyebrows of the windows are not subject to paint. 2.confirm the black rails at the main open area are subject to paint

Apr 9, 2025 4:05 PM

QUESTION & ANSWER REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Answered: 1. The white shutters are NOT to be painted. 2. Not sure which black rails you are referring to. Please note "The scope of work shall exclude the painting of risers, railings, and wire mesh panels. However, all other surfaces and areas adjacent to stairwells must be painted as part of the scope."

Apr 10, 2025 5:29 PM

11. Drawings/ Plans, Measurements

Apr 16, 2025 11:55 AM

Question: How can we get building drawings or plans for the measurements of what needs to be painted? In the meetings there was not time for measurements and we were told to ask for the drawings. Thanks

Apr 16, 2025 11:55 AM

Answered It will be uploaded shortly. However, measurements are approximate and Verification of all dimensions, square footages and quantities are the responsibility of the contractor. Contractors wishing to revisit the site for measurements need to schedule a visit with the procurement department.

Apr 21, 2025 6:08 PM

12. Plans

Apr 16, 2025 12:20 PM

Question: Can you please provide plans for the complete structure?

Apr 16, 2025 12:20 PM

Answered It will be uploaded shortly. However, measurements are approximate and Verification of all dimensions, square footages and quantities are the responsibility of the contractor

Apr 21, 2025 6:08 PM

13. Building plans

Apr 17, 2025 11:04 AM

Question: Hi, can building plans be provided?

Apr 17, 2025 11:04 AM

Answered: It will be uploaded shortly. However, measurements are approximate and Verification of all dimensions, square footages and quantities are the responsibility of the contractor

Apr 21, 2025 6:08 PM

14. Due date extension

QUESTION & ANSWER REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Apr 17, 2025 11:45 AM

Question: Considering the timeline, and building plans have not be shared yet, can we request the due date to be extended?

Apr 17, 2025 11:45 AM

Answered: Date will be extended, however, verification of all dimensions, square footages and quantities are the responsibility of the contractor.

Apr 21, 2025 6:08 PM

15. Project Status

Apr 17, 2025 11:49 AM

Question: 1) During the pre-bid meeting there was mention of providing a set of drawings for measurements. Were those drawings ever found, and can they be shared here? 2) Can the due date be extended?

Apr 17, 2025 11:49 AM

Answered: 1. It will be uploaded shortly. However, measurements are approximate and Verification of all dimensions, square footages and quantities are the responsibility of the contractor 2. Yes. It will be extended.

Apr 21, 2025 6:08 PM

16. Due Date

Apr 17, 2025 6:25 PM

Question: Will the due date be extended?

Apr 17, 2025 6:25 PM

Answered: Yes. It will be extended.

Apr 21, 2025 6:08 PM

17. Are Curbs, Sidewalks, and Parking Stops Included?

Apr 21, 2025 6:07 PM

Question: Are curbs, sidewalks and parking stops included in the bid?

Apr 21, 2025 6:07 PM

Answered: Contractors to provide separate pressure washing only pricing for curb, sidewalk and parking stop (flat work) in the provided line item. Pressure washing of previously painted surfaces, to include floor paint is to be included in the main re-painting bid price.

QUESTION & ANSWER REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Apr 21, 2025 6:08 PM

18. Bid Deadline

Apr 21, 2025 6:05 PM

Question: I see that the Bid due changed to 4/29/25, however there is no addendum recorded. Can you please confirm that the Bid due date changed from 4/22/25 to 4/29/25?

Apr 21, 2025 6:05 PM

Answered: We are extending the bid submission deadline by one additional week. The new deadline for submission is April 29th.

Apr 21, 2025 6:10 PM

19. No subject

Apr 21, 2025 4:53 PM

Question: Will there be an additional Addendum for the Due Date changed from the April 22nd, 2025 to April 29th, 2025?

Apr 21, 2025 4:53 PM

Answered: Yes, there is an additional Addendum for the Due Date changed from April 22nd to April 29th.

Apr 22, 2025 8:50 AM

20. Bid Deadline

Apr 21, 2025 12:39 PM

Question: The bid documents and in the addendum it states the bid deadlines and Q&A period will not be extended. Original date is set for 4/22/2025 @ 2PM on all bid documents. Open gov has the due date as of 4/29/2025 @2pm. Can you please provide clarity and show what is the official bid due date? Thank you.

Apr 21, 2025 12:39 PM

Answered: We are extending the bid submission deadline by one additional week. The new deadline for submission is April 29th.

Apr 23, 2025 2:53 PM

21. Permitting Needs?

Apr 23, 2025 2:41 PM

QUESTION & ANSWER REPORT

IFB No. PSPW-25-06

Exterior Painting of Pembroke Pines Charter School - West Campus

Question: Will permits need to be pulled for this work?

Apr 23, 2025 2:41 PM

Answered: No

Apr 24, 2025 1:17 PM

22. Addendum #8

Apr 24, 2025 9:34 AM

Question: I'm not clear on what changes are in addendum #8, could you please tell me where the change is?

Apr 24, 2025 9:34 AM

Answered: A revised drawing has been included.

Apr 24, 2025 1:18 PM

23. Insurance

Apr 22, 2025 10:56 AM

Question: 1) Please confirm which of the insurance requirements outlined in Section 7 are considered mandatory for this specific project scope and duration, and whether any exclusions or modifications may be considered. 2) Would the City consider accepting a Certificate of Insurance for general liability and umbrella coverage from our master commercial policy, already meeting or exceeding stated limits? 3) Can the Builder's Risk coverage be waived or provided by the City as owner-controlled, given its short duration and limited risk?

Apr 22, 2025 10:56 AM

Answered: 1. All of the insurance requirements outlined in Section 7 are considered mandatory for this specific project scope and duration. At this time, no exclusions or modifications will be considered, as full compliance is necessary to meet our contractual and risk management standards. 2. Yes, the City would consider accepting a Certificate of Insurance for general liability and umbrella coverage from your master commercial policy, provided that it meets or exceeds the stated limits and fully complies with all other requirements outlined in the contract. 3. Yes, we would be okay with that. The Builder's Risk coverage can be waived or provided by the City as owner-controlled, considering the short duration and limited risk associated with the project.

Apr 24, 2025 3:46 PM