FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND TRINITY HEALTH CARE SERVICES, LLC.

THIS AMENDMENT ("First Amendment"), dated	, i	S
entered into by and between:		

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

TRINITY HEALTH CARE SERVICES, LLC., a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **6151 Miramar Parkway, Suite #101, Miramar, FL 33023** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on February 27, 2024, the Parties entered into an Agreement ("Original Agreement") with a pool of vendors, of which the CONTRACTOR is participant, for the provision of home healthcare services to the CITY on an as-needed basis, for an initial two (2) year period, which expires on February 26, 2026; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for two (2) additional, two (2) year periods upon mutual consent of the Parties and, pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for an additional two (2) year period, which shall commence on February 27, 2026, and expire on February 26, 2028, as set forth in this First Amendment.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for an additional two (2) year period, which shall commence on February 27, 2026, and expire on February 26, 2028.

SECTION 3. Scrutinized Companies.

- 3.1 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:
 - 3.1.1 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
 - 3.1.2 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:
 - 3.1.2.1 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
 - 3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section**.

- 4.1.1 "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. "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.
- 4.1.3 "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.
- 4.1.4 "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.
- 4.2 <u>Registration Requirement; Termination</u>. 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:

- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 4.2.2 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
- 4.2.3 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.

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. <u>Human Trafficking</u>. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust 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 (electronically published and updated quarterly by the State of Florida) 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. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. <u>Compliance with Foreign Entity Laws</u>. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);



- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- **SECTION 10.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.
- **SECTION 11.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.
- **SECTION 12**. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.
- **SECTION 13**. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.
- **SECTION 14**. This First Amendment 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 First Amendment 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.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



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

	<u>CITY:</u>
APPROVED AS TO FORM:	CITY OF PEMBROKE PINES, FLORIDA
	BY:
Print Name:OFFICE OF THE CITY ATTORNEY	MAYOR ANGELO CASTILLO
ATTEST:	BY:
	CHARLES F. DODGE, CITY MANAGER
GABRIEL FERNANDEZ, CITY CLERK	
	CONTRACTOR:
	TRINITY HEALTH CARE SERVICES, LLC.
	Signed By: Gabriel Smith
	Date Signed: October 30, 2025
	Printed Name: Gabriel Smith
	Title:



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- 1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
- 2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
 - 3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
- 4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
- 5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.
DATE: October 30, 2025
ENTITY: Trinity Health Care Services, LLC
SIGNED BY: Gabriel Smith
NAME: Gabriel Smith
TITLE: 10/30/2025

AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND TRINITY HEALTH CARE SERVICES, LLC.

THIS AGREEMENT ("Agreement"), dated	February 27, 2024	, 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 the "CITY")

and

TRINITY HEALTH CARE SERVICES, LLC., a Limited Liability Company, as listed with the Florida Division of Corporations, with a business address of 6151 Miramar Parkway, Suite #101, Miramar, FL 33023 (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 October 24, 2023, the CITY advertised its notice to bidders of the CITY's desire to establish a pool of contractors for the provision of home healthcare services to residents 60 years of age and older as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications (RFQ) # CS-23-02 "Home Healthcare Services – Personal Care, Homemaker & Respite Services"

1.2 On **November 21, 2023,** the bids were opened at the offices of the City Clerk.



- 1.3 On February 21, 2024 , the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform home healthcare services and authorized the negotiation of various agreements for the services herein required.
- 1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.
- 1.5 CONTRACTOR is one of the qualified firms willing and able to perform home healthcare services for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.
- 1.6 CITY intends and CONTRACTOR acknowledges that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

- 2.1 CONTRACTOR hereby agrees to perform home healthcare services for the CITY on an as needed basis ("Services") as more particularly described in and in accordance with the CITY's "RFQ #CS-23-02", 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. The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. These Services are funded through the Older Americans Act Title IIIB Grant and are overseen by the Department of Elder Affairs through the Area Agencies on Aging. The Older Americans Act Title IIIB Grant is for programs that provide in-home and community-based long-term care services. Title IIIB provides supportive services such as transportation, information & assistance, outreach, case management, homemaker or chore services and adult day centers.
- 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 on the job site 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 **home healthcare services**, as more specifically described in **Exhibit A**.
- 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 **HIPAA Compliance.** CONTRACTOR agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 ("the HIPAA Privacy Rule"). CONTRACTOR agrees not to use or further disclose any protected health information ("PHI"), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. CONTRACTOR will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR will promptly report to CITY any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which CONTRACTOR becomes aware. If CONTRACTOR contracts with any agents to whom CONTRACTOR provides PHI, CONTRACTOR will include provisions in such agreements whereby the CONTRACTOR and agent agree to the same restrictions and conditions that apply to CONTRACTOR with respect to uses and disclosures of PHI. CONTRACTOR will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. CONTRACTOR may deidentify any and all PHI for educational purposes created or received by CONTRACTOR under

this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E. To the extent that information has not been de-identified, CONTRACTOR will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, CONTRACTOR will continue to safeguard the PHI beyond the termination of this Agreement to the extent required for compliance with HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible. CONTRACTOR shall execute the Business Associate Agreement, attached hereto as **Exhibit "C"** and by this reference incorporated herein.

ARTICLE 3 TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the Services as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year** period which shall commence upon execution of this Agreement and naturally expire two (2) years thereafter.
- 3.2 This Agreement may be renewed for **two (2) additional, two (2) year periods** upon mutual consent of the Parties, evidenced by written amendments to this Agreement extending the term thereof.
- 3.3 <u>Post Contractual Obligations</u>. 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 <u>Termination for Convenience</u>. This Agreement may be terminated by CITY for convenience, upon providing **thirty (30) calendar days** 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 <u>Default by CONTRACTOR.</u> 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 CONTRACTOR shall be entitled to invoice CITY on a weekly basis for Services performed. The invoice shall include, but not limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. CITY agrees to compensate CONTRACTOR for all services performed by CONTRACTOR at the rate of **TWENTY-TWO**



DOLLARS AND 00/100 CENTS (\$22.00) per hour per staff member for performing the Services outlined in **Exhibit "A"**.

- 4.2 Additional funding will be provided from the CITY once the Older Americans Act Title IIIB Grant is exhausted. The CONTRACTOR recognizes this grant funds various programs and is not entitled to the full amount of the grant.
- 4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.4 Method of Billing and Payment. The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY.

Payment will be made to CONTRACTOR at:

Trinity Health Care Services, LLC. 6151 Miramar Parkway, Suite #101 Miramar, FL 33023

ARTICLE 5 CHANGES IN SCOPE OF SERVICES

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

ARTICLE 6 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 attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of



or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

- 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

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

Yes No ✓ □

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 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No ✓

✓

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

Yes No
✓ □

7.6.5 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.

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 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

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 <u>Damages</u>. 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 <u>Correction of Work.</u> 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 nonconformance and the quality of workmanship.
- 14.3 **<u>Default of Contract.</u>** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:
 - 14.3.1. The abandonment of the property by CONTRACTOR for a period of more than seven (7) business days.
 - 14.3.2 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 Public Services Director relative thereto.
 - 14.3.3. 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.
 - 14.3.4. 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.
 - 14.3.5. 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.

- 14.4 <u>Remedies in Default</u>. 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. 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.
 - 14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.
 - 14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or reletting 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 together with the costs incident thereto to such default.
 - 14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.
 - 14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 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 contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
 - 18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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 the provisions set forth herein.

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

CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33025 (954) 450-1050

mgraham@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 the 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 the 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 (check only one box below):

	CONT	RACTOR currently complies with the requirements of Section 35.39 of the
	CITY'	s Code of Ordinances; or
	CONT	TRACTOR will comply with the conditions of Section 35.39 of the CITY's
	Code	of Ordinances; or
	CONT	TRACTOR will not comply with the conditions of Section 35.39 of the
	CITY'	s Code of Ordinances; or
✓	CONT	TRACTOR 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 b	ox below):
	\checkmark	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.
		6 7 -

- 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 <u>E-Verify.</u> CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, 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 <u>Davis-Bacon Act.</u> 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 <u>Copeland "Anti-Kickback" Act.</u> 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 <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).</u> 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 <u>Violation; liability for unpaid wages; liquidated damages.</u> In the event of any violation of the clause set forth in paragraph (22.4.1) 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 (22.4.1) 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 (22.4.1) of this section.
 - 22.4.3 <u>Withholding for unpaid wages and liquidated damages</u>. 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 (22.4.2) of this section.

- 22.4.4 <u>Subcontracts.</u> CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) 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 (22.4.1) through (22.4.4) 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 <u>Clean Air Act</u>. 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 <u>Suspension and Debarment.</u> 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 <u>Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).</u> 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 <u>Compliance with State Energy Policy and Conservation Act.</u> 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 <u>DHS Seal, Logo, and Flags.</u> 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 <u>Compliance with Federal Law, Regulations, and Executive Orders.</u> 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 <u>Fraudulent Statements</u>. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.
- 22.16 <u>Prohibition on Contracting for Covered Telecommunications Equipment or Services</u>. 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 22.16.3 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 22.16.3.2 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 22.16.3.1 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 22.16.3.1 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 <u>Domestic Preference for Procurements.</u> 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 <u>Affirmative Socioeconomic Steps</u>. 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 <u>License and Delivery of Works Subject to Copyright and Data Rights</u>. 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 <u>Ownership of Documents</u>. 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 <u>Legal Representation</u>. 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 Statues.
- 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 <u>No Contingent Fees.</u> 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 <u>Notice</u>. 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

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 Gabriel Smith – CEO/Administrator

Trinity Health Care Services, LLC. 6151 Miramar Parkway, Suite #101

Miramar, FL 33023

E-mail: sgabriel@thcsi.com Telephone No: (954) 986-1754

- 23.7 <u>Binding Authority</u>. 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 <u>Headings</u>. 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 <u>Severability</u>. 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 <u>Waiver</u>. 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 <u>Attorneys' Fees.</u> 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 <u>Protection of CITY Property.</u> 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 <u>Counterparts and Execution</u>. 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 <u>Compliance with Statutes.</u> 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.
- 23.17 <u>Additional Background Screening Requirements.</u> In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are proving services to the CITY, shall complete and pass a **Level II background check**.

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:

Jacob Horowitz

- A563A1DDEFD5417..

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

ATTEST:
—DocuSigned by:

February 27, 2024

MARLENE D. GRAHAM, CITY CLERK

BY:

MAYOR FRANK C. ORTIS

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

Signed By

Printed Name:

Exhibit "A"



Home Healthcare Services – Personal Care, Homemaker & Respite Services

Request for Qualifications # CS-23-02

General Information		
Project Cost Estimate	\$166,096	See Section 1.4
Project Timeline	This contract shall be for an initial two-year period with two	See Section 1.4
	additional two-year renewal terms.	
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Non-Mandatory Pre-Bid	1:00 p.m. on October 30, 2023 at the Public Services Building,	See Section 1.8
Meeting	located at 8300 S Palm Drive, Pembroke Pines 33025.	
Question Due Date	November 6, 2023	See Section 1.8
Proposals will be	2:00 p.m. on November 21, 2023	See Section 1.8
accepted until		
5% Proposal Security /	✓ Not required.	See Section 4.1
Bid Bond	☐ Required, regardless of proposal cost.	
	☐ Required in the event that the proposal exceeds \$200,000.	
100% Payment and	✓ Not required.	See Section 4.2
Performance Bonds	☐ Required, regardless of proposal cost.	
	☐ Required in the event that the proposal exceeds \$200,000.	
Grant or Federal	Older Americans Act Title IIIB Grant	See Section 1.2
Funding Information		

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



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ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - Contractual Services Agreement (Federal)

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFQ # CS-23-02 Home Healthcare Services – Personal Care, Homemaker & Respite Services

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

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, November 21, 2023. Proposals must be **submitted electronically at https://ppines.bonfirehub.com/**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The City may not be opening up the physical location for public access.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. <u>In any event, the public is encouraged to attend the bid opening process</u> virtually in lieu of attending the meeting in person.



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

• 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 view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the public may attend the meeting but will not be allowed to comment or participate in the proceedings.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department City of Pembroke Pines 8300 South Palm Drive, Pembroke Pines, FL 33025 954-518-9022 purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for State Licensed Home Health Agencies to provide Home Healthcare Services to residents 60 years of age and older, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City anticipates utilizing federal funds for this project, as applicable, thus this project will follow Federal Procurement guidelines. These services are funded through the Older Americans Act Title IIIB Grant and are overseen by the Department of Elder Affairs through the Area Agencies on Aging.



The City desires to establish a new pool of contractors for Home Healthcare Services to ensure more coverage in the catchment area between U.S. 27 and U.S 441, and Countyline Road to Sawgrass Mills / Sunrise Boulevard.

Rotation Method:

The City of Pembroke Pines Community Services Department will administer a rotation schedule which lists the contractors in alphabetical order. Contractors shall respond to the service request within 24 hours and are required to commence services within 7 days. In the event the selected vendor in the pool of contractors does not have the capacity or ability to accomplish a project within the required time frame, the City shall move to engage the next contractor in the pool. Services shall be on an as-needed basis, therefore being part of the pre-qualified pool of contractors does not guarantee any work or selection for a project resulting from this bid.

The City will be paying the contractor an hourly rate of \$22 per staff member for performing the services outlined below in the General Information section. Funding for this service is provided by the Older Americans Act Title IIIB Grant, therefore, increases to the hourly rate are contingent upon funding increases.

1.2.1 GENERAL INFORMATION

The Community Services Department is devoted to providing quality assistive services to Broward County residents. The key to enhancing the well-being of the aging population is to provide assistance and services that support and allow for an independent lifestyle. The Community Services Department operates the Southwest Focal Point Senior Center (SWFP) which provides a network of services to adults who seek to participate in activities and programs that enhance quality of life and who desire opportunities for personal enrichment in a safe, enjoyable, and professional environment. These services include Home Healthcare Services which provides personnel to help with personal care, homemaking, and respite care to those who qualify.

- 1. **Personal Care Services** provides a trained and supervised individual to perform tasks such as: bathing, assistance with dressing, eating, shaving, toileting, and ambulation / transferring around the home.
- 2. **Homemaker Services** provides an individual to perform a number of household / home management tasks including routine housekeeping activities such things as, but not limited to: laundry, vacuuming, meal planning, meal preparation, dishwashing, window cleaning, and other related household cleaning tasks. In certain situations, grocery shopping and prescription pick-up is also provided. Other services may include escorted client transportation which enables a client to travel to necessary locations, such as a grocery store, post office, bank, etc. with a homemaker escort. This service is designed to meet the needs of clients who lack strong support systems and require supervision due to



physical or mental impairments. Aide can accompany the client who drives their own vehicle, or the aide may go alone in own vehicle to do shopping for client.

3. **Respite Services** are generally provided by a trained and supervised individual usually to provide relief for a caregiver. Typically, services are available in those circumstances where an older individual cannot be left alone unsupervised. These services enable family members to attend to personal needs or to simply have a break from the on-going responsibility that occurs from caring for another at home. Respite care can be provided in the home for several hours at a time.

1.3 SCOPE OF WORK

1.3.1 Services to be Provided

The proposer needs to demonstrate their knowledge, expertise, and ability to provide one or more Home Healthcare Services, that may include, but is not limited to, the following services in which a client must be able to assist and participate in his/her care:

- 1. **Homemaker Category**: Activities include, but are not limited to: laundry, make and change bed, light housekeeping such as wash dishes, vacuum, dust and mop, clean kitchen, bathroom, and appliances, remove trash, wash inside windows, assist with menu planning, prepare snack/meal, feeding, encouraging fluids.
- 2. **Personal Care Category**: Assist with: bath, toileting, shampoo, shave, oral care, nail care, dressing, skin care, ambulation, transfers, mobility assistance, prompting or cuing, turning and positioning, reminding to take medication.
- 3. **Home Health Aide Category:** Includes activities in Homemaker/ Personal Care Attendant Services, as time allows, with the primary focus of the service being to initiate and provide direct hands on activities in providing personal care without the Client's assistance.
- 4. **Respite Care Category:** Activities include: companionship, emotional support, supervision to assure safety, services to provide temporary relief to caregivers.

1.3.2 Service Delivery Requirements

The proposer needs to demonstrate their knowledge, expertise, and ability to:

1. Accept referrals from the City of Pembroke Pines Community Services
Department and provide the delivery of services identified in a care plan prepared
by the Community Services Department which specifies services to be provided,
and the frequency and duration of such services. Costs associated with the



- delivery of service to clients other than those approved by the Community Services Department may not be billed by the Contractor.
- 2. Arrange for services to be provided to individual clients within a maximum of seven (7) business days of the receipt of a referral or at the date specified in the care plan. Confirm with the Community Services Department that services to each client have been initiated at the time requested. Where the Contractor cannot arrange for services to be delivered within the specified time period, the Community Services Department shall be notified immediately, and move on to the next provider.
- 3. Respond to the Community Services Department request for emergency client needs within twenty-four (24) hours and shall make available emergency Respite Care Service twenty-four (24) hours a day, seven (7) days a week.
- 4. Provide notification to the caregiver and to the Community Services Department of any interruption in the delivery of services to a client, prior to the scheduled visit.
- 5. Monitor the provision of services provided to assure that all care plans are being adhered to and submit weekly progress reports for services provided which have been substantiated by the required client/caregiver documentation.
- 6. All home care employees shall have received a Level II background check in accordance with State law and be cleared of any criminal activities prior to delivering services under this Agreement. Evidence of such a check shall be maintained in personnel records. Per Florida Statute, retained fingerprints for Level II background screening must be renewed every 5 years in order to maintain eligibility for employment.
- 7. Contractor shall ensure contract compliance by performing an initial and an annual assessment on their respective clients. In addition, Contractor shall also perform a semi-annual assessment on their respective client's aide.

1.3.3 Staff Training Requirements

The Proposer must demonstrate the ability to provide services by qualified personnel who have completed a minimum of ten hours of a care provided training curriculum which shall include an understanding of behavioral manifestations and intervention techniques for persons with dementia, including Alzheimer's disease. Personnel providing services to clients under this Agreement will receive a minimum of ten additional hours of training/education during the period of the Agreement.

1.3.4 Recordkeeping Requirements

The Proposer must demonstrate the ability to provide adequate recordkeeping. Documentation shall be maintained on all services provided under this Agreement. Such



documentation must indicate the name of the client, the Services received by each, the number of hours of service received and the dates that service was received. The documentation must include a statement signed by the client, or representative of the client, at the completion of each visit. The Proposer must demonstrate the ability to provide detailed monthly reports on services rendered and the ability to submit them to the Area Agency on Aging in a form to be specified by the City. The Proposer must have the capacity to retrain staff to bill according to Area Agency on Aging protocol and billing codes.

1.4 PROJECT COST AND TIMELINE

The annual cost estimate for this service is \$166.096.

This contract shall be for an initial two-year period with two additional two-year renewal terms.

1.4.1 Post Award Process

1.4.1.1 Approved Pool of Vendors

When the RFQ process is completed and the new pool of vendors is approved by the City Commission, the City's Contracts Division will route the agreements for approval. Upon approval, copies of the executed agreements will be forwarded to the City's Community Services Department along with the contact information for each approved vendor.

1.4.2 Contract Performance

1.4.3.1 Specimen Contract

A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract.

1.4.3.2 Manner of Performance

The Vendor(s) shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Vendor(s) shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City of Pembroke Pines.

1.4.3.3 Poor Performance

The City of Pembroke Pines reserves the right to terminate the agreement with Successful Proposers, including revocation of registration, for any reason that the



City determines is in the best interests of its residents and citizens, including but not limited to:

- Excessive complaints.
- Failure to perform as required.
- Failure to provide necessary documentation.
- Unethical business practices.
- Expiration or revocation of any required license or certification.
- Falsification of documents.

1.5 PROPOSAL REQUIREMENTS

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

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

1.5.1 Questionnaires

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

Tab 1 - Experience and Capabilities (37.5 points):

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

- 1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
- 2. Describe the size of your firm. What is the average range of aides that the firm has available for services?
- 3. Describe your firm's financial history, strength and stability.
- 4. Describe your firm's range of activities.
- 5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
- 6. Do you have a minimum of two (2) years of experience? Please provide proof of such experience.



- 7. Do the aides have Level II background?
- 8. What will be the aides hourly rates?
- 9. Do you offer benefit packages to aides? If so, please include the benefits package in the "Additional Information" section.
- 10. What training procedures are your staff required to undertake? Please include training material in the "Additional Information" section.
- 11. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
- 12. Explain the availability and access to the firm's top level management personnel.
- 13. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
- 14. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
- 15. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
- 16. Explain the ability and experience of the field staff with specific attention to project related experience.
- 17. Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
- 18. Provide the recent, current, and projected workload of the firm.
- 19. What is your reputation compared to your peers in the market?
- 20. What is your reputation like among customers and how have you developed it?
- 21. How does your service differ from similar competitors'? How do you win and retain business?
- 22. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 2 - References Form (30 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. The projects listed in

this section shall be the firm's best examples of previous projects that are similar in size and scope.

In addition, do not provide references for City of Pembroke Pines projects.

Details should include the following:

1. **Previous Experience:**

- a. How many clients have you provided Services for?
- b. What similar or related projects have you worked on within the past three years?
- c. What challenges did you face and how did you overcome them?
- d. How many of your clients are repeat clients?
- e. How much of your revenue is derived from managing projects similar to ours?
- 2. **References Form:** Please provide references for your Services.

a. References Contact Information

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

b. Project Information

- i. Nature of the firm's responsibility on the project
- ii. Project duration
- iii. Size of project
- iv. Cost of project
- v. Work for which staff was responsible

Tab 3 - Firm's Understanding and Approach to the Work (30 points):

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

1. General:

- a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
- b. Please clearly describe all aspects of the project proposed.
 - i. Include details of your approach and work plans.
- c. Identify any issues or concerns of significance that may be appropriate.

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

2. Quality:

- a. How do you ensure the quality of your services?
 - i. What criteria do you use to measure your quality?
- b. Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control contract documentation, including record keeping.

1.5.2 Other Completed Questionnaires

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

1.5.3 Other Completed Documents:

1. Attachment A: Non-Collusive Affidavit

1.5.4 Optional Documentation

1. Trade Secrets:

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

2. Financial Statements:

- a. The City is <u>not</u> requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

3. Additional Information:

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

1.6 VENDOR REGISTRATION DOCUMENTS

The https://ppines.bonfirehub.com/ website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In



addition, the vendors will be able to utilize these same forms without the need to re-fill and resubmit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

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

1.6.9 Veteran Owned Small Business Preference Certification

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

1.6.10 Local Business Tax Receipts

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

a. Lobbying:

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form LLL**, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

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

1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION



- A. Staff will evaluate all responsive qualification statements received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the qualification statements as submitted. As such, the Qualification Statement should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate qualification statement based on the following criteria to determine if the firm is fully qualified to render the required service:

Criteria	Points
Experience and Capabilities	37.5 points
References Form	30 points
Firm's Understanding and Approach to the Work	30 points
Veteran Owned Small Business Preference*	2.5 points
Total Points	100 points

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposers whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.
- E. After the contracts have been executed with the awarded pool of contractors, the awarded pool of contractors will administer a rotation schedule which lists the contractors in alphabetical order.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	October 24, 2023
Non-Mandatory Pre-Bid Meeting	1:00 p.m. on October 30, 2023
Question Due Date	November 6, 2023
Anticipated Date of Issuance for the	November 9, 2023
Addenda with Questions and Answers	
Proposals will be accepted until	2:00 p.m. on November 21, 2023
Proposals will be opened at	2:30 p.m. on November 21, 2023
Evaluation of Proposals by Staff	December 2023



Recommendation of Contractor to	December 2023
City Commission award	

1.8.1 NON-MANDATORY PRE-BID MEETING

There will be a scheduled pre-bid meeting on **October 30, 2023 at 1:00 p.m.** Meeting location will be at the Public Services Building, located at 8300 S Palm Drive, Pembroke Pines 33025.

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 Irene Munarriz at 954-518-9061. 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.

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.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals <u>must be submitted electronically</u> at <u>https://ppines.bonfirehub.com/</u> on or before 2:00 p.m. on November 21, 2023.

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

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

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

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



SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

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

Yes No

- □ x 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
- 2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company



shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

- 2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- 2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

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

Yes No

- ✓ □ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - 1. Each Occurrence Limit \$1,000,000
 - 2. Fire Damage Limit (Damage to rented premises) \$100,000
 - 3. Personal & Advertising Injury Limit \$1,000,000
 - 4. General Aggregate Limit \$2,000,000
 - 5. Products & Completed Operations Aggregate Limit \$2,000,000

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



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

Yes No ✓

✓

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

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B \$500,000 Each Accident

\$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

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

Yes No

- □ × 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:
 - 1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$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

□ × 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of



\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

□ × 2.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

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

Yes No

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

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

Yes No

2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No	2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.
Yes No	2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.
	The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.
Yes No	2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.
	The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.
Yes No ✓ □	2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained



for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. (Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)

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

Yes No

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

 \square × 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.



- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 ESTIMATED QUANITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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



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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under Successful 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 **Contracts:** Construction and Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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

3.28 DEFAULT PROVISION

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

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



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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.31 SCRUTINIZED COMPANIES LIST

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

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

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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



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

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

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

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

3.34 CONE OF SILENCE

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

- (1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
- (2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

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



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

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

- (1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.
- (2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.
- (3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

- 1) Definitions for this Section:
 - a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
 - b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- c) "E-Verify system" means an Internetbased system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 2) Registration Requirement; Termination:

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

- a) All persons employed by a Contractor
 to perform employment duties within
 Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 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. require Contractor shall also 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 terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

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

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

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



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

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

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

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

for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

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

contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for including apprenticeship. training, Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

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

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain



a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

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

E. COPELAND ANTI-KICKBACK ACT

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- Subcontracts. (2) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

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

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.



- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with Federal award. obtaining anv disclosures are forwarded from tier to tier up to the recipient.

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

1. The prospective participant certifies, by signing and submitting this bid or proposal,

to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and



that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

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

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

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

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

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

M. REPORTING & RETENTION OF RECORDS

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



years after final payments and all other pending matters are closed.

N. RIGHTS TO INVENTIONS

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

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

P. DHS SEAL, LOGO, AND FLAGS

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

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

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

R. FRAUDULENT STATEMENTS

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

S. PROHIBITION ON CONTRACTING FOR COVERED

TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

- (i) Procure or obtain any equipment, system, service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (2) **Exceptions**. This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii)



Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply 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 considered not covered that are telecommunications equipment or services.

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

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

and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete: glass. including optical fiber; and lumber.

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

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance this of 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.



City of Pembroke Pines

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 CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

V. PERSONALLY IDENTIFIBALE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

W. RIGHTS IN DATA

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

X. INSPECTION AND ACCEPTANCE

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR.

Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

- (b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.
- (c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

Y. DOCUMENTATION OF COSTS

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

Z. DRUG FREE WORKPLACE

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



AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES

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

BB. PROHIBITIONS OF GRATUITIES

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

NON-COLLUSIVE AFFIDAVIT

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	200			INSURERS AFFORDING COVERAGE				
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	COMMERCIAL GENERAL LIABILITY		•				FIRE DAMAGE (Any one fire)	\$
	CLAIMS MADE OCCUR						MED EXP (Any one person)	\$
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	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGO	G \$
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City of Pembroke Pines					BEFORE THE EXPIRATION			
601 City Center Way City Must Be Named as Certificate Holder								
	embroke Pines FL 330		-					
AUTHORIZED REPRESENTATIVE								

ACORD 25-S (7/97)

FEDERAL CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES

AND {---Company Name---}

betwe	THIS IS AN AGREEMENT ("Agreement"), dated, by and een:
	CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as the "CITY")
	and
	\Company Name\\\ \{Corporation Type\\\ as listed with the Florida

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

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

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

{---Solicitation Type Abbreviation---} # {---Solicitation Number---} "{---Solicitation Title---}"

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



- 1.3 On _______, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.
- 1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 SERVICES AND RESPONSIBILITIES

- 2.1 CONTRACTOR hereby agrees to perform the services for the {---Solicitation Service Description----}, at location address ("Property") as more particularly described in and in accordance with the CITY's "{---Solicitation Type Abbreviation----} # {---Solicitation Number----}", attached hereto and made a part hereof as Exhibit "A" 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 on the job site 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**.
- 2.5 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.

ARTICLE 3 TERM AND TERMINATION

- 3.1 CONTRACTOR shall perform the maintenance 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 <u>Post Contractual Obligations</u>. 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 <u>Termination for Convenience</u>. 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 <u>Default by CONTRACTOR.</u>: 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:
- 4.2 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.
- 4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- 4.4 Method of Billing and Payment. The CITY shall within thirty (30) calendar days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

Payment will be made to CONTRACTOR at:

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

ARTICLE 5 CHANGES IN SCOPE OF WORK

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

ARTICLE 6 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 attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
- 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

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

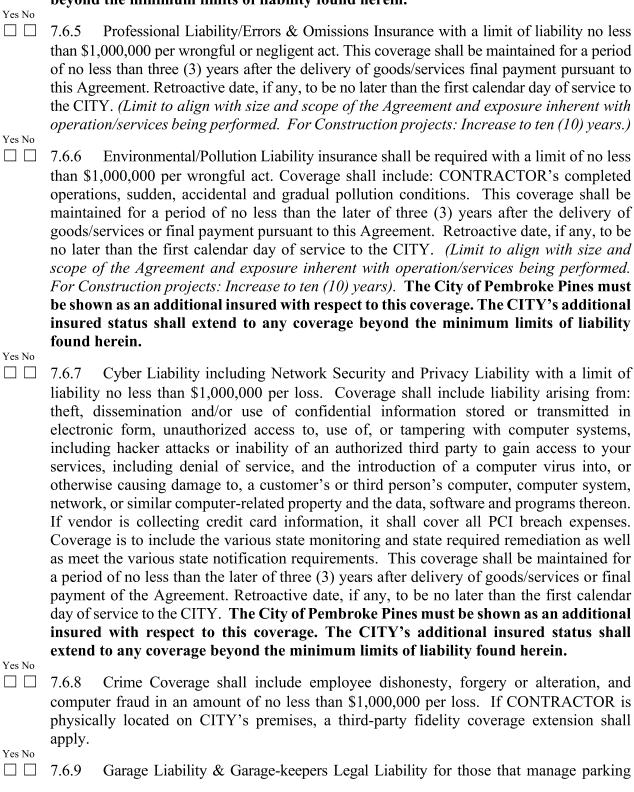


additional insured with respect to this coverage. The CITY's additional insured status
shall extend to any coverage beyond the minimum limits of liability found herein.

X7 X7	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						
V. N	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:						
	 Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000 Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - \$1,000,000 Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - \$1,000,000 						
Yes No	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.						
	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.





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

Yes No

limits of liability found herein.

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.

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

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the



Yes No	determination as to what limits are appropriate for the given project.							
	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

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 <u>Damages</u>. 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 <u>Liquidated Damages</u>. 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----}) 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 <u>Correction of Work.</u> 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 nonconformance and the quality of workmanship.
- 14.4 **<u>Default of Contract.</u>** 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 Public Services Director 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 <u>Remedies in Default</u>. 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. 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.

- 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 CONTRACTOR.
- 14.5.2. CITY may complete the Agreement, or any part thereof, either by day labor or reletting 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 together with the costs incident thereto to such default.
- 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 calendar (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 contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and
 - 18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 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 the provisions set forth herein.
 - IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33025

(954) 450-1050

mgraham@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 the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 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 the Iran Petroleum Energy Sector 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):

Ш	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) 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 Statues, 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 <u>Registration Requirement; Termination</u>. 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 <u>Davis-Bacon Act.</u> 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 <u>Copeland "Anti-Kickback" Act.</u> 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 <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).</u> 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 (22.4.1) 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 (22.4.1) 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 (22.4.1) 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 (22.4.2) of this section.
- 22.4.4 <u>Subcontracts</u>. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) 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 (22.4.1) through (22.4.4) 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 <u>Clean Air Act</u>. 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 <u>Federal Water Pollution Control Act</u>. 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 <u>Suspension and Debarment.</u> 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 <u>Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).</u> 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 <u>Compliance with State Energy Policy and Conservation Act.</u> 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 <u>DHS Seal, Logo, and Flags.</u> 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 <u>Compliance with Federal Law, Regulations, and Executive Orders.</u> 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 <u>Fraudulent Statements</u>. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.
- 22.16 <u>Prohibition on Contracting for Covered Telecommunications Equipment or Services</u>. 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 22.16.3 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 22.16.3.2 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 22.16.3.1 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 22.16.3.1 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 <u>Domestic Preference for Procurements</u>. 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 <u>Affirmative Socioeconomic Steps</u>. 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 <u>Ownership of Documents</u>. 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 <u>Legal Representation</u>. 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 Statues.

- 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 <u>No Contingent Fees.</u> 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.
- 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:

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CITY Charles F. Dodge, City Manager
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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 <u>Headings</u>. 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 <u>Severability</u>. 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 <u>Waiver</u>. 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 <u>Attorneys' Fees.</u> 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 <u>Counterparts and Execution</u>. 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 <u>Compliance with Statutes.</u> 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 <u>Services to be Performed at CITY Schools.</u> 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.

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 ATTEST: BY: MAYOR FRANK C. ORTIS MARLENE D. GRAHAM, CITY CLERK APPROVED AS TO FORM: BY: _____ CHARLES F. DODGE, CITY MANAGER Print Name: OFFICE OF THE CITY ATTORNEY **CONTRACTOR:** {---Company Name---} Signed By: Printed Name:

Title:



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary **Question Set** % Complete Questions **Progress** 1 14 100.00% 2 80 0.00% 3 5 0.00% 4 10 0.00% 5 12 0.00% 6 11 0.00% 132 10.61% Total



Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment	
Equal B	enefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor	Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply		A comment is required for this response
E-Verify	System Certification Statement			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Bu	usiness Tax Receipts			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.	
Scrutini	zed Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
	11 Questions		81.82% Complete	



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Portal

CS-23-02 - Home Healthcare Services – Personal Care, Homemaker & Respite Services



City of Pembroke Pines Back to list

Q Project Details	Q	Proiect	Details
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Project: Home Healthcare Services – Personal Care,

Homemaker & Respite Services

Ref. #: CS-23-02

Type: RFSQ

Status: CLOSED

Open Date: Oct 25th 2023, 7:30 PM EDT

Intent to Bid Due Date: Nov 21st 2023, 2:00 PM EST

Questions Due Date: Nov 6th 2023, 11:30 PM EST

Contact Information: Procurement Department, 954-518-9020

Close Date: Nov 21st 2023, 2:00 PM EST

Days Left: Submissions are now closed

December 2023

prev	next
prev	next

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, for State Licensed Home Health Agencies to provide Home Healthcare Services to residents 60 years of age and older, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City anticipates utilizing federal funds for this project, as applicable, thus this project will follow Federal Procurement guidelines. These services are funded through the Older Americans Act Title IIIB Grant and are overseen by the Department of Elder Affairs through the Area Agencies on Aging.



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Portal Important Events: Search **Status** Location Description **Dates** Mandatory **Event** Name Online Portal Jul 13th 2023, 6:00 PM EDT No Anticipate PASSED d Issuance of Answer s Open Date Online Portal Posting date for the Opportunity Oct 25th 2023, 7:30 PM EDT N/A PASSED PASSED Non-Mand Public Services There will be a scheduled pre-bid Oct 30th 2023, 1:00 PM EDT Nο atory Premeeting on October 30, 2023 at Building, Large Bid Meetin 1:00 p.m. Meeting location will be Conference Room, located at 8300 S. at the Public Services Building, lo g Palm Drive, Pembroke cated at 8300 S Palm Drive, Pem Pines, FL 33025. broke Pines 33025. Questions Online Portal Deadline to submit Questions Nov 6th 2023, 11:30 PM EST N/A PASSED Due Date Close Dat Online Portal Deadline for Submissions Nov 21st 2023, 2:00 PM EST N/A PASSED Intent to Bi Online Portal Deadline to indicate your intent to Nov 21st 2023, 2:00 PM EST Yes PASSED d Due Dat Bid е

Commodity Codes:

US_NAICS_2017 62 Health Care and Social Assistance

US NAICS 2017 621 Ambulatory Health Care Services

US_NAICS_2017 621111 Offices of Physicians (except Mental Health Specialists)

US_NAICS_2017 621112 Offices of Physicians, Mental Health Specialists

US_NAICS_2017 6213 Offices of Other Health Practitioners

US_NAICS_2017 62133 Offices of Mental Health Practitioners (except Physicians)

US_NAICS_2017 621330 Offices of Mental Health Practitioners (except Physicians)

US NAICS 2017 62139 Offices of All Other Health Practitioners

US_NAICS_2017 621399 Offices of All Other Miscellaneous Health Practitioners

US_NAICS_2017 6216 Home Health Care Services

US_NAICS_2017 62161 Home Health Care Services

US_NAICS_2017 621610 Home Health Care Services

US_NAICS_2017 6219 Other Ambulatory Health Care Services

US_NAICS_2017 62199 All Other Ambulatory Health Care Services

US_NAICS_2017 621999 All Other Miscellaneous Ambulatory Health Care Services

US_NAICS_2017 92312 Administration of Public Health Programs

1 AICS_2017 923120 Administration of Public Health Programs

Skip Top Navigation 92313 Administration of Human Resource Programs (except Education, Public Health, and

Veterans' Affairs Programs)



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Portal Supporting Documentation:

Download All Files Search

File	Туре	Description	Date Created	Actions
Bonfire FAQs regarding Questionnaires.pdf	Other	Bonfire FAQs regarding Questionnaires	Oct 24th 2023, 6:47 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Nov 18th 2021, 4:45 PM EST	Download
Pre Bid Meeting Sign In Sheet.pdf	Other	Document - Pre-Bid Meeting Sign-In Sheet	Oct 31st 2023, 1:01 PM EDT	Download
Questions and Answers.pdf	Other	Document - Questions & Answers	Nov 9th 2023, 2:13 PM EST	Download
RFQ # CS-23-02 Home Healthcare Services – Personal Care, Homemaker & Respite Services.pdf	Documentation	Bid Package	Oct 25th 2023, 6:42 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Nov 23rd 2021, 10:17 AM EST	Download
Specimen Contract - Contractual Services Agreement (Federal).pdf	Documentation	Attachment C	Oct 24th 2023, 5:30 PM EDT	Download
Submission Instructions - CS- 23-02.pdf	Other	Submission Instructions	Oct 24th 2023, 6:49 PM EDT	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Questionnaires

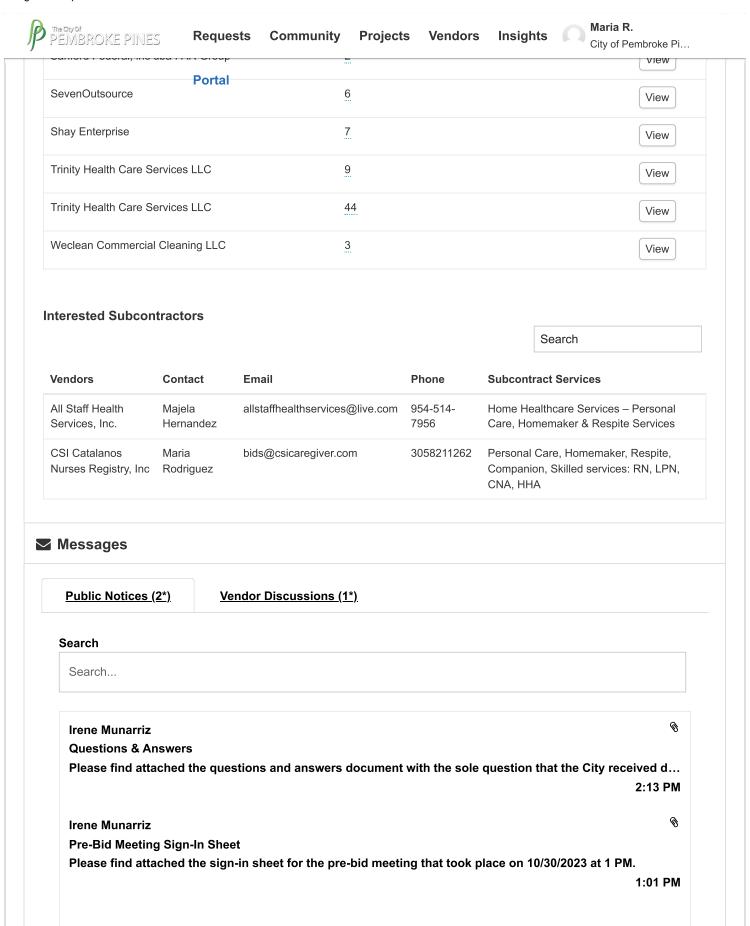
Name	Туре	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-57GN)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download

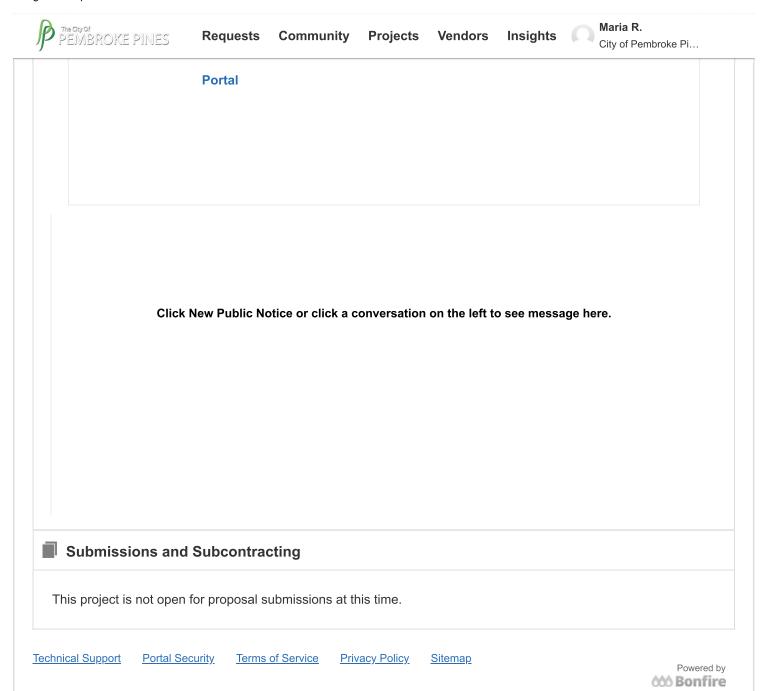
Other Completed Documents

Name	Туре	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		

The City Of PEMBROKE PINES	Requests	Community	Projects	Vendo	ors Insig	hte	Maria R. City of Pembroke Pi
Trade Secrets	Portal	File Type: PDF (.pd	df) Mul	Itiple	OPTIONAL		
Financial Statements		File Type: PDF (.pe	df) Mul	ltiple	OPTIONAL		
Additional Information		File Type: PDF (.pd	df) Mul	ltiple	OPTIONAL		
ocument Takers							
						Search	
Vendors		#	Files				Actions
A Federal Source IIc		7					View
All Staff Health Services, Inc	D.	34	1.				View
American Home Health Age	ncy, Inc.	7					View
Angel's Care of Florida, LLC	;	2					View
BidNet		7					View
BrightSpring Health Service	S	13	3				View
Cambridge LTD		10	00				View
COVERED BY LOVE INC.		7					View
CSI Catalanos Nurses Regi	stry, Inc	14	1				View
Douglas Gardens Home Ca	re	9					View
Doviniti-J15-12, Inc.		11					View
Easy Healthcare Corporatio	n	1					View
FAR Government		5					View
KEMP GROUP INTERNATI	ONAL CORPO	DRATION 3					View
King Pro Auto Detailing		5					View
Mega Nursing Services Inc		7					View
North America Procurement	Council Inc.,	PBC 2					View
Onvia, Inc		8					View

Skip Top Navigation





10/20/2022

Data

	Meeting Location. Public Services building, 6500 South Palm Drive, Pembroke Pines, FL 33025						
	Company Name:	PRE-BID ATTENDANCE SHEET					
1)	Trinity Health Care Services C.L.C.	Representative Printed Name: Edwin Cherfilus	Cedwin@thcsi.com				
	Trinity Health Care Services C.L.C. Address: G161 Miramer P. Lwy Sniteloi, Miramar Company Name:	Signature Line 1	Phone Number: 954-986-1754				
2)	American Home Health	Representative Printed Name: A Low Charles	E-mail: Afrace a Americantha net Phone Nymber:				
-,	Address: W801 S University Dr. Daviett	Signature 1 Call	Phone Nymber: 305 817 8088				
3)	Company Name: Covered By Love Home Health Services	Representative Printed Names Tayyana Grimes	E-mail: +amaragrimes@yahoo.com				
3)	Address: 9507 SW 160St St Ste 210	Signature Bus 13	Phone Number: 305-801-8389				
4)	Company Name: DOU glas Cravalens Horne Cane	Representative Printed Name: M. I. Ca. Buw.	Phone Number: 786. 973, 5646				
Strage:	Address: 5200 NE 2nd Ane, Miami F(33861	Signature Man Dec	Phone Number: 786 973 5646				
5)	Company Name:	Representative Printed Name:	E-mail:				
9	Address:	Signature	Phone Number:				
-	Company Name:	Representative Printed Name:	E-mail:				
6)	Address:	Signature	Phone Number:				
	Company Name:	Representative Printed Name:	E-mail:				
7)	Address:	Signature	Phone Number:				
	Company Name:	Representative Printed Name:	E-mail:				
8)	Address:	Signature	Phone Number:				

WAIVER AND RELEASE OF LIABILITY

As a participant and by signing this PRE-BID ATTENDANCE SHEET, I hereby waive, release, and indemnify the City of Pembroke Pines, its officers, agents, employees, commission, insurers and volunteers (collectively, the "City") from any and all claims, liability, injury, causes of action, suits, demands and/or damage of whatever kind, (collectively, "Claims") made by myself or any party on my behalf whether caused in whole or in part by any negligence of the City, or otherwise, in connection with my participation in the above-referenced program/activity. I hereby further hold the City harmless from any and all Claims that may be incurred in connection with my participation in the above-referenced site visit for the above mentioned project. By signing this form any and as a participant in this PRE-BID MEETING / SITE VISIT, I affirm that I am physically able to participate in the City of Pembroke Pines's PRE-BID MEETING / SITE VISIT. By signing this form and and recognize there are risks and hazards associated with said activity and that I am waiving and releasing the Claims described above. This Waiver and Release shall be binding upon myself, and my respective successors, heirs, assigns, executors, administrators, spouse and next of kin. I affirm that I am aware of the current recommendations from the CDC, the State of Florida, Broward County, and the City related to Covid-19 and agree to abide by those recommendations as applicable to any activity related to this site visit.



Vendor Discussions

Proposals from Nurse Registry

Nov 01, 2023 8:09 PM EDT

Hello Can you please provide confirm that the City of Pembroke Pines will accept proposals from AHCA licensed nurse registries, for this CS-23-02 - Home Healthcare Services – Personal Care, Homemaker & Respite Services solicitation? Thank you



Questions & Answers

Question 1) Please provide confirmation that the City of Pembroke Pines will accept proposals from AHCA licensed nurse registries, for this CS-23-02 - Home Healthcare Services – Personal Care, Homemaker & Respite Services solicitation? Thank you.

Answer: The City of Pembroke Pines is accepting proposals from nurse registries.



Public Notices

Pre-Bid Meeting Sign-In Sheet

Oct 31, 2023 1:01 PM EDT

Please find attached the sign-in sheet for the pre-bid meeting that took place on 10/30/2023 at 1 PM.

Questions & Answers

Nov 09, 2023 2:13 PM EST

Please find attached the questions and answers document with the sole question that the City received during the Q&A period. The Q&A period is now closed.



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Туре	# Files	Requirement	Instructions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Additional Information	File Type: PDF (.pdf)	Multiple	Required	
Proposal Submission (Q- 57GN)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	62	Health Care and	



Commodity Set	Commodity Code	Title	Description
		Social Assistance	
US_NAICS_2017	621	Ambulatory Health Care Services	
US_NAICS_2017	621111	Offices of Physicians (except Mental Health Specialists)	
US_NAICS_2017	621112	Offices of Physicians, Mental Health Specialists	
US_NAICS_2017	6213	Offices of Other Health Practitioners	
US_NAICS_2017	62133	Offices of Mental Health Practitioners (except Physicians)	
US_NAICS_2017	621330	Offices of Mental Health Practitioners (except Physicians)	
US_NAICS_2017	62139	Offices of All Other Health Practitioners	
US_NAICS_2017	621399	Offices of All Other Miscellaneous Health Practitioners	
US_NAICS_2017	6216	Home Health Care Services	
US_NAICS_2017	62161	Home Health Care Services	
US_NAICS_2017	621610	Home Health Care Services	
US_NAICS_2017	6219	Other Ambulatory Health Care	



Commodity Set	Commodity Code	Title	Description
		Services	
US_NAICS_2017	62199	All Other Ambulatory Health Care Services	
US_NAICS_2017	621999	All Other Miscellaneous Ambulatory Health Care Services	
US_NAICS_2017	92312	Administration of Public Health Programs	
US_NAICS_2017	923120	Administration of Public Health Programs	
US_NAICS_2017	92313	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)	
US_NAICS_2017	923130	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.



Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at https://ppines.bonfirehub.com/opportunities/111026.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

https://ppines.bonfirehub.com/opportunities/111026

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Nov 21, 2023 2:00 PM EST.**

The Vendor Discussion period for this opportunity starts Oct 24, 2023 7:30 PM EDT. The Vendor Discussion period for this opportunity ends Nov 06, 2023 11:30 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Nov 21, 2023 2:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.



Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://vendorsupport.gobonfire.com/hc/en-us

Question Set 1: Tab 1 - Experience and Capabilities

Question Set 1 Instructions

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

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	Irinity Health Care Services would like to be part of this project to provide excellent services to your clients. We have a passion for caring for the elderdy and our ultimate goal is to help them achieve independence in their home. Trinity will be an asset for this project. Trinity Health Care Services has a lot of available employees in all areas and through Trinity Vocational we provide continuous training, and we also continuoulsy hring competent and qualified staff to provide compassionate care. We an open communication with the clients, their carevgivers, field staffs and case managers. We are constantly assessing the clients' needs in order to deliver a client-centered care. Trinity Health Care Services has been providing quality to the residents of Roward Trinity Health Care Services is	
1.0.2	Describe the size of your firm. What is the average range of aides that the firm has available for services?	Innity Heaith Care Services is able to handle efficiently all contracts we have plenty of staff available in Broward, Dade and Palm Beach counties. We can handle large and small contracts without any major issues. In partneship with Trinity Vocational School Inc we are constantly training qualified staff so Trinity Health Care will minimize the shortage of staffs. We are approximately over 300 hundreds Aides(females and males) from all backgrounds (English, spanish, creole,) available and ready to work. South Florida is amelting pot of sociaeconomic and linguo-cultural diversity. Our staff mirrors this spectrm and has been able to minimize the necessity of a third person as an interpreter. Our staff speaks English, Spanish, creole and French	
1.0.3	Describe your firm's financial history, strength and stability.	Depending on the size of the contract we work hand ti hand with a fincnacial institution Since 1994 we have been handling efficientky large and small contracts . Trinity always work to maintain a smooth sailing between all financial departments including payroll, billing and accounting. Therefore we bypass any hardship interest and fees the financial institution might impose	
1.0.4	Describe your firm's range of activities.	We provide all type of home health services from pediatric to Geriatric population in Broward, Dade, Palm beach counties. We provide the following services: skilled Nursig, Personal Care, Respite, Homemaker Services, Companion, Chore, Physical therapy, Speech Therapy and so on .	

DocuSign	Envelope ID: 9367F9D5-C4DB-4D57-8D10-6E98AC7A346F		
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	Since we are Medicare certified and Accredited we adopted the standards rules and regulations previously mentioned. We have established a goal plan to admit patients to the agency, Assessment is conducted withi 24 hours, we always keep an open communication between the social worker, caregiver, physician. We tailor a caregiver team for each patient in order to provide optimal care. Base on the longevity in the market place since 1994 Trinity Health care Services LLC really demonstrate her knowledge, expertise and ability to provide excellent home health care.	
1.0.6	Do you have a minimum of two (2) years of experience. Please provide proof of such experience.	Yes	Trinity Health Care Services has been in business since 1994 and have contracts with all majors insurances and Managed Care companies, all long term csre, Broward County Elderly and Veterans Services, Agency for Persons with Disabilities and so o. We had efficiently in the past managed several contracts with Ruth Rales, Greater Alzheimer, Southeast Focal Point, DOSS, Ruth Rales,Broward county Elderly and Veterans services and so on.
1.0.7	Do the aides have Level II background?	Yes	Level II background is a mandatory pre-screening employment procedure for all prospective employees. All employees are required to have a clear level II screening and local screening before start of employment.
1.0.8	What will be the aides hourly rates?	The aides will be getting \$15 dollars plus taxes and insurance are covered by Trinity. Accomodation will be made base on location like weston and West Miramar as an example	
1.0.9	Do you offer benefit packages to aides? If so, please include the benefits package in the "Additional Information" section	Yes	All of our staff are employees with W2, they are covered with Liabiity and Workers compensation insurances and Health Insurance is optional
1.0.10	What training procedures are your staff required to undertake? Please include training material in the "Additional Information" section.	Trinity Health Care conduct bi annual mandatory training for all field staff and they are required to maintain all their credentials up to date. We are afiliated with Trinity Vocational School in order to maitain continuous compliance.	Through Trinity Vocational Trinity Health Care Services has access to a variety of training materials: video on all procedures and equipments in all home health Aides scope of practice, brochures and books, materials and equipments are easily available for re-education purposes. Designated personel available for resources and training as needed.
1.0.11	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	Trinity Health Care Services is located in Miramar in Broward county, Florida since 1994. We service Broward, Dade, Palm beach counties. Most of our employees are residents of the surrounding areas, like Pembroke Pines, Miramar, Weston, Sunrise, Hallandale, West Park, Hollywood, County Line etc. We also have a very strong concentration of employees living in these areas and most of our staff are drivers and have their own method of transportation.	
1.0.12	Explain the availability and access to the firm's top level management personnel.	Management personnels are available 24 hours 7 days a week, to maintain strict control of the daily activity of the agency. Trinity has a 24 hours hotline (954-9861754). Management and Supervisors are on call and messages are responded promptly. Patients, caregivers, employees, case managers have access to this number at all time.	

DocuSian	Envelope ID: 9367F9D5-C4DB-4D57-8D10-6E98AC7A346F	
1.0.13	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	Irinity has always been providing excellent Home Care Services for over 27 years. We are Medicaid and Medicare certified and Joint Commission Accredited, we are never short of staff for any covered locations, we alwaysnstrive to provide services as scheduled and as required by case managers or physicians. Most companies are always satisfy with our services. patietns satisfaction is our top priority, we always maintain an open line of communication between the healthcare team, discuss patient's likes and dislikesand expectations in order to receive care in the comfort of their home. Our performance has been excellent in providing quality care for our clients in the home, Our vendors past and current are satisfy with our services.
1.0.14	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	Trinity Health Care Supevisors and Managers will always be available during the duration of the project. The owners and CEO: Gabriel Smith, Marie Smith and Edwin Cherfilus, The Director of Nursing;; Michele Mathurin, Nurse Supervisor: Blandy
1.0.15	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	Innity Health Care Services has been in business Since 1994 we have been diligentlyand proficiently managing these type of contracts. The DON Michele Mathurin has been with the company for over 20 years she is competent and highly skilled carrreer professional for over 30 years, she si a registered nurse, have practical and administrative experiences in hospital, nursing homes and home health care. Throughout the years she coordinates all services and care per contractual agreement, proficient in all documentation, records and maintenance while ensuring accuracy and compliance. train and educate field staffs, The owners and CEO, Nurse Supervisors, staffing
1.0.16	Explain the ability and experience of the field staff with specific attention to project related experience.	All field staff are highly qualified to provide home health servicese, they are all Home Health Aides with a minimum of 75 hours training, or Certified Nursing Assistant, our aides are qualified to provide personal care, respite care, homemaker services, Companionm chore. Supervisory vsits by a Registered Nurse are conducted every sixty days at the patient's residence to ensure safe practice, and reinforce teaching, infection control, safety measures and fall injuries precaution, hand washing to reeducate them as needed to maintain compliance with care in the home.

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1.0.17	Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members	Trinity Health care Services is Medicaid and Medicare certified and Joint Commission Accreditated and most of our staff are well educated with many years of experience. We are HCAF and Miramar Pembroke Pines Chamber of Commerce members,	
1.0.18	Provide the recent, current, and projected workload of the firm.	we are currently servicing approximately 300 hundreds clients in their homes. Our load has decreased due to the pandemic. Our projection is between 700 to 1000 patients for the near future.	
1.0.19	What is your reputation compared to your peers in the market?	We have been in business since 1994. We are women minority foreign descent and we overcome all these bias in and out. We got reiumbursed less than some of other companies but we are still surviving, no ther companies can compete with our services. Trinity Health Care Services always go over and beyond to satisfy the clients because we understand the need of the pattients. All insurances and other providers including clients and caregivers are satisfied of our services.	
1.0.20	What is your reputation like among customers and how have you developed it?	We have been in the business for so long we know what the clients really wants and satisfy their needs to the fullest, always striving to help the patients to achieve maximum insependence. Surveys are sent to patients' home quarterly and feedback are used to improve and make changes where necessary. But overall our survey scores are always high.	
1.0.21	How does your service differ from similar competitors'? How do you win and retain business?	Beside being Medicaid and Medicaid and Joint commission certified and being in the market since 1994 Trinity health Care Services really develop a bond and understanding between the patients and their families. We maintain control of our daily work to keep the standard set forth toward which is Patient satisfaction. We are one of the few health care company that is still striving to provide excellent home care since 1994 despite the financial struggles that we are now facing.	
1.0.22	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	We are an experienced home health agency our experience in the field and our experience and caring staff make us one of the best abd through Trinity Vocational we always provide training and reeducation in order for our employees to provide safe and compassionate care. Base on our logevity in the marketplace since 1994, Trinity health Care Services has always been demonstrating their knowledge and expertice and abilities in the Home Health Care field. We beleive that Trinity an asset for this project.	
	22 Questions		100.00% Complete

Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. The projects listed in this section shall be the firm's best examples of previous projects that are similar in size and scope. These projects and additional projects may also be listed on Standard Form 330.

In addition, do not provide references for City of Pembroke Pines projects.

Details should include the following:

#	Question	Response	Comment
Previous	Experience	:	
2.1.1	How many clients have you provided Services for?	We have been in existence in 1994 we services between 10 to 15 thousands clients. They have been really satisfied	
2.1.2	What similar or related projects have you worked on within the past three years?	We are currently a big provider for Broward Couty Elderly and Veterans Services, We are contracted and providing care to all medicaid Long term and managed care companies like simply healthcare, sunshine, aetna, Humana, Community Care etc	
2.1.3	What challenges did you face and how did you overcome them?	We are facing extreme fincancial challenges, some contracts reiumbursed after two or three months, we always have loans to repay with interest in order for us to still be in business. We have to borrow every two weeks to cove payrolls, Being a foreigner and a minority bsuiness that also has an impact in our financial struggle.	
2.1.4	How many of your clients are repeat clients?	over 1000 thousands over the years because most of our clients are very satisfy with our services	
2.1.5	How much of your revenue is derived from managing projects similar to ours?	60%	
Referenc	e #1: Reference Contact Information		
2.2.1	Name of Firm, City, County or Agency	Broward County Elderly and Veterans Services	
2.2.2	Address	1 North University drive Plantation FI 33324	
2.2.3	Contact Name	Francisco Munoz	
2.2.4	Contact Title	Grant Director	
2.2.5	Contact E-mail Address	fmunoz@broward.org	
2.2.6	Contact Telephone #	9543576622	
Referenc	e #1: Project Information		
2.3.1	Nature of the firm's responsibility on the project	Maintaining patient's independence in order to remain in their homes as long as possible. Provide compassionate care	
2.3.2	Project duration	15 years	
2.3.3	Size of project	over million dollars	
2.3.4	Cost of project	over millions Dollars	
2.3.5	Work for which staff was responsible	Manage efficiently and accurately all referrals from Broward County and Veterans Services	
Referenc	ce #2: Reference Contact Information		
2.4.1	Name of Firm, City, County or Agency	Sunshine Health	

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2.4.2	Address	1301 International Parkway #400 Sunrise Fl. 33323	
2.4.3	Contact Name	Michelle santos	
2.4.4	Contact Title	Provider Network Specialist II	
2.4.5	Contact E-mail Address	michelle.santos3@sunshineh ealth.com	
2.4.6	Contact Telephone #	305-9160501	
Reference	ce #2: Project Information		
2.5.1	Nature of the firm's responsibility on the project	Provide excellent Home care to all Sunshine patients including CMS and all long term care	
2.5.2	Project duration	over 10 years	
2.5.3	Size of project	over millions	
2.5.4	Cost of project	over millions	
2.5.5	Work for which staff was responsible	Accurately manage all the incoming referrals and to provide excellent home health care to the clients	
Referenc	ce #3: Reference Contact Information		
2.6.1	Name of Firm, City, County or Agency	Humana	
2.6.2	Address	1901 W. Cypress Creek Rd Fort Lauderdale Fl. 33309	
2.6.3	Contact Name	Marybell Rivera	
2.6.4	Contact Title	Provider Contracting Professional II	
2.6.5	Contact E-mail Address	mrivera51@humana.com	
2.6.6	Contact Telephone #	7723423737	
Reference	ce #3: Project Information		
2.7.1	Nature of the firm's responsibility on the project	efficiently and accurately provide home care in a timely manner to all incoming referrals	
2.7.2	Project duration	over 10 years	
2.7.3	Size of project	over millions	
2.7.4	Cost of project	over millions	
2.7.5	Work for which staff was responsible	providing excellent home care services to all referred clients as soon as possible	
Reference	ce #4: Reference Contact Information		
2.8.1	Name of Firm, City, County or Agency	Simply Health Care	
2.8.2	Address	9250 W. Flagler Street Suite 600 Miami Fl. 33174	
2.8.3	Contact Name	Renee Thomas	
2.8.4	Contact Title	Director Long Term Services and Support	
2.8.5	Contact E-mail Address	tcprovrelations@simplyhealth careplans.com	
2.8.6	Contact Telephone #	877-440-3738	
Reference	ce #4: Project Information	Describe 179 1	
2.9.1	Nature of the firm's responsibility on the project	Provide skilled and Non skilled services for the patients in their homes	
2.9.2	Project duration	over 10 years	

2.9.3 Size of project over millions 2.9.4 Cost of project over millions	
2.9.4 Cost of project over millions	
accept all incoming referrals and provide compassionate 2.9.5 Work for which staff was responsible and excellent care to all patients as ordered by case managers or physicians	
Reference #5: Reference Contact Information	
2.10.1 Name of Firm, City, County or Agency Integrated Home Care	
2.10.2 Address 3700 Commerce Parkway, Miramar Fl. 33025	
2.10.3 Contact Name Lazara Barreto	
2.10.4 Contact Title Provider Network manager	
2.10.5 Contact E-mail Address providerservices@ihcscorp.co m	
2.10.6 Contact Telephone # 8442154264	
Reference #5: Project Information	
2.11.1 Nature of the firm's responsibility on the project Provide excellent home health care services to all clients referrd by Integrated Home Care	
2.11.2 Project duration over 10 years	
2.11.3 Size of project over millions	
2.11.4 Cost of project over millions	
2.11.5 Work for which staff was responsible Work for which staff was responsible To receive all incoming referrals and provide skilled and non skilled services in the home as ordered by case managers or physicians	
60 Questions 100.00% Complete	

Question Set 3: Tab 3 - Firm's Understanding and Approach to the Work

Question Set 3 Instructions

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

#	Question	Response	Comment
General			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	Trinity Health Care Services accepts referrals and provide the delivery of services identified in the care plan and frequency and duration of such services. Trinity will arrange for services to be provided to the individial client as soon as possible. Confirm with case manager that services has been initiated at the time requested. Trinity will monitor the provision of services to assure that care plan are being adhere to and submit progress report. All workers will be screened with level II background in accordance with state law.	
3.1.2	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans	Innity Heatin Care Services LLC is Medicaid/Medicare certified since 1994. We have diligently pursued for excellence within this field. Our efforts validated by maintaining accreditation by the Joint Commission. Trinity Health Care believes that one way to ensure that our clients are not suffering from deteriorating health issues or a declining quality of life is to have our staff always at their convenience. Our staff diligently work around the clock to meet the need of our clients. And Registered Nurses are always available 24 hours a day / 7 days a week. Our system employs a constant flow of communication in order to identify any potential issues that could require hospitalization to be caught at	
3.1.3	Identify any issues or concerns of significance that may be appropriate.	its onset and treated at home. The concerns that Trinity Health care experiences at time is the delay in reiumbursment that result in the Company to always taking loan to cover payrolls	
3.1.4	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	Trinity Health Care Services is dedicated to provision of comorehensive, quality, client-centered and family-centered home health care in the client's residence and basic nedds, striving to help the client to achieve maximum independence. Continuous control is the driving force of our daily work to matain the standard set forth toward an ultra performance and guaranteeing client satisfaction. Trinity Health Care Services has been providing professional supervision and quality services to the clients in their homes. Trinity Health Care Services always maintain an open line of communication between clients and caregivers which enable us to tailor the highest quality of care for everyone.	

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3.2.1	How do you ensure the quality of your services? What criteria do you use to measure your quality?	Most of our clients have been extremely satisfied with our services we have been providing excellent services since 1994. Trinity discusses every client Plan of care and address any concerns that the client might have , we also maintain an open communication with the health care team, discuss the patient's likes, dislikes and expectations in order to efficiently match the client with the right aide. Trinity Health Care Services conduct quartely patient satistaction survey and the responses are used to improve any area that might need improvements		
3.2.2	Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.	Innity health Care Services LLC is already in compliance with the rules and Regulations of the Agency for Health Care Administration (AHCA) . We have the capacity to provide adequate record keeping. Documentation shall be maintained in all services provided in this agreement, suich documentation muist indicate the name of the client, the service receive by		
	6 Questions	100.00% Complete		

DocuSign Envelope ID: 9367F9D5-C4DB-4D57-8D10-6E98AC7A346F **Question Set 4: Contact Information Form**

#	Question	Response	Comment
Compar	ny Information		
4.1.1	Company Name	Trinity Health Care Services LLC	
4.1.2	Company Address	6151 Miramar Parkway suite 101 Miramar Fl. 33023	
4.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
Primary	Contact for the Project		
4.2.1	Contact Name	Gabriel Smith	
4.2.2	Contact Ttile	CEO/Adminsitrator	
4.2.3	Contact E-mail Address	sgabriel@thcsi.com	
4.2.4	Contact Telephone Number	954-986-1754	
Authoria	zed Approver		
4.3.1	Contact Name	Marie Smith	
4.3.2	Contact Title	COO	
4.3.3	Contact E-mail Address	smarie@thcsi.com	
4.3.4	Contact Telephone Number	954-986-1754	
	11 Questions		100.00% Complete

Question Set 5: Proposer's Background Information

Question Set 5 Instructions

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

#	Question	Response	Comment
Former	Business		
5.1.1	Under what former name has your business operated? Include a description of the business.	No other name	
5.1.2	At what address was that business located?	not applicable	
Past Fai	lure		
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspecte	ed		
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcon	tracting		
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	
Bankrup	tcy Petitions		
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	None	
Bond Cl	aims		
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	None	
Claims,	Arbitrations, Administrative Hearings and Lawsuits		
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	None	
Crimina	Proceedings or Hearings		
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	None	
Compar	Company Classification		
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarm	ent/Suspension		
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar I	Experience & Contracts		

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5.11.1 Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	Our comprehensive approach has allowed us to networl with several organizartions throughout the years such as South East Focal Point, Greater Alzheimer of Miami, Jesca, Broward Home Bound, We have been contracted for many years with CMS. Sunshine Health, SImply Health Care, Broward County Elderly and Veterans Services and so on servicing countless clients in their homes in helping them reaching their full potential and independence			
12 Questions	100.00% Complete			

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

This section will summarize your responses to those relevant documents.

# Vendor	Question Information Form	Response	Comment
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W	-9 (Rev. October 2018 or later)		
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Compa	ny Profile		
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn S	Statement on Public Entity Crimes Form		
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local B	usiness Tax Receipts		
6.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran	Owned Small Business Preference Certification		
6.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal B	enefits Certification Form		
6.7.1	Which option did you select on the Equal Benefits Certification Form?	B) Will Comply	
Vendor	Drug-Free Workplace Certification Form		
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutini	zed Company Certification		
6.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify	System Certification Statement		
6.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Federal	Projects		
6.11.1	Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal? Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying. Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.		

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6.11.2	Did you submit a completed "Standard Form - LLL, "Disclosure Form to Report Lobbying" in the Vendor Registration Portal? Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.	No	
6.11.3	Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?	Yes	
	13 Questions		100.00% Complete



NON-COLLUSIVE AFFIDAVIT

BIDDER is the	Owner			
	(Owner, Partner, Officer, Representative or Agent)			

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

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

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

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

Printed Name/Signature

Title **EO/Administrator**

Name of Company Trinity Health Care Services LLC

VENDOR INFORMATION FORM

MAIN	CONTACT	INFORMATION					
Company Name (Legal Name as filed with IRS) Doing Business As (DBA)	TRINITY	HEALTH CARE SERVICES LLC					
Primary Business Address	6151 MI	RAMAR PARKWAY SUITE 101					
	City:	MIRAMAR					
	State:	FL Zip: 33023					
Remit To Address	Country: 6151 MT	RAMAR PARKWAY SUITE 101					
	City:	MIRAMAR					
	State:	FL Zip: 33023					
Order From Address	Country: USA						
Order From Address	6151 M	TRAMAR PARKWAY SUITE 101					
	City:	MIRAMAR					
	State:	FL Zip: 33023					
Foreign Freit. (V /81 -)	Country:	USA					
Foreign Entity (Yes/No)	NO	andre en men estruperes frage e830a ballium					
Telephone Number	95498	51.754					
Primary Company E-mail	sgabriel@thcsi.com						
ax	9549861757						
Website	www.thcsi.com						
DUNS		The real particular resembles of the control of the					
ndependent Contractor (Yes/No)		er					
dentification Number	SSN:	FID: 650501908					

	GENERAL PAYMENT TERMS	· management with the end
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net
	28 (VCC) PERTUGUES 455	HART GREEN HAR

CON	ITACT INFORMATION
Contact Name (First & Last Name)	GABRIEL SMITH
Description/Title/Position	CEO/ADMINISTRATOR
Phone (Voice)	
Phone (Text)	9542881322 9549861754 9542881322 Opt In (Y/N):
Fax	
E-mail	9549861757
	sgabriel@thcsi.com

Form VI — 9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	Name (as shown on your income tax return). Name is required on this line	ni do not la que this time totant						~	
	TRINITY HEALTH CARE SERVICES LLC	e, do not leave this line blank.							
	2 Business name/disregarded entity name, if different from above		***************************************						
page 3.	3 Check appropriate box for federal tax classification of the person whose following seven boxes.	name is entered on line 1. Check on	ly one of the	4 E	xemptio	ns (co	des app	oly on	ly to
e. ns on p	Individual/sole proprietor or C Corporation S Corporat	ion Partnership	Trust/estate	inst	ructions	on pag	ge 3):		500
tio y	Limited liability company. Enter the tax classification (C-C corporation		_	Exer	npt paye	e code	e (if any		
Print or type. See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation Note: Check the appropriate box in the line above for the tax classifica LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	ation of the single-member owner. If if from the owner unless the owner of	o not check	Exer	nption for	om FA	TCA re	portir	ng
Sec	☐ Other (see instructions) ►			(Applie	s to accour	te maint	ninad auto	ida tha	
S	5 Address (number, street, and apt. or suite no.) See instructions.	Reque	ester's name a						0.0.,
Sec	6151 MIRAMAR PARKWAY SUITE 101				(0	puona	,		
ĺ	only, state, and zir code								
	MIRAMAR FL. 33023								
	7 List account number(s) here (optional)								
Part									
Enter y	our TIN in the appropriate boy. The TIN provided	ame given on line 1 to avoid	Social sec	ıırib.	number.				
residen	withholding. For individuals, this is generally your social security nut alien, sole proprietor, or disregarded entity, so the instruction	imber (SSN). However, for a	Cociai sec	T T	Intiber	7 [1
entities	t alien, sole proprietor, or disregarded entity, see the instructions for , it is your employer identification number (EIN). If you do not have a er.	r Part I, later. For other		-		-			
TIN, lat	er,	number, see How to get a		_		JL			
Note: If	the account is in more than one name, see the instructions for line	1 Also see What Name and	Or Employer:	donál	1A'				,
Numbe	r To Give the Requester for guidelines on whose number to enter.	1. Also see What Name and	Employer i	dentil	ication	numbe	er		
			6 5 -		_	1.1			
Part	l Certification		0 3	0	5 0	1	9 0	8	
Under p	enalties of perjury, I certify that:								
1. The n 2. I am r Service	number shown on this form is my correct taxpayer identification num not subject to backup withholding because: (a) I am exempt from ba be (IRS) that I am subject to backup withholding as a result of a failunger subject to backup withholding; and	aber (or I am waiting for a numb	er to be issu not been no	ed to	me); a	nd Intern	al Rev	enue	
no lor	nger subject to backup withholding; and	to to report all interest of divide	enas, or (c) ti	ne IH	S has n	otified	me th	natla	am
3. I am a	U.S. citizen or other U.S. person (defined below); and								
4. The F.	ATCA code(s) entered on this form (if any) indicating that I am even	pt from FATCA reporting is con	rect						
				-44- 1					
other tha	rfailed to report all interest and dividends on your tax return. For real est on or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification, but in the certification in the certification of the certi	ato transactions, item 2 does no	it apply. For I	morta	age inte	erest c	haid		ise
0.9.,	Signature of		. 1111. 000 111	3 11011	uctions	IOI F	art 11, 12	iter.	
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Come	and local will	Date ▶	10/3	-/-	20	2	5		
Section r	eral Instructions eferences are to the Internal Revenue Code unless otherwise	 Form 1099-DIV (dividends, funds) 							
Future de	evelopments. For the latest information about double	 Form 1099-MISC (various t proceeds) 						ross	
after they	were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or muttransactions by brokers) 					er		
Purpo	se of Form	Form 1099-S (proceeds from	m real estate	e tran	saction	s)			
	lual or entity (Form W-9 requester) who is required to file an	• Form 1099-K (merchant car	d and third	party	networ	k tran	sactio	ns)	
identificat	ion number (TIN) which may be your social acquire	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 							
		Form 1099-C (canceled debt)							
anpayer i	definitional of number (ATIN) or employer identification	Form 1099-A (acquisition or	abandonme	nt of	secureo	prop	erty)		
amount re	eport on an information return the amount paid to you, or other portable on an information return. Examples of information slude, but are not limited to, the following.	Use Form W-9 only if you a alien), to provide your correct	TIN.						
• Form 10	99-INT (interest earned or paid)	If you do not return Form W be subject to backup withhold	-9 to the rec	queste nat is	e <i>r with a</i> backup	TIN, with	you n	night 1,	

2.

City of Pembroke Pines

SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

	(5)(41).
1.	This sworn statement is submitted TRINITY HEALTH CARE SERVICES LLC (name of entity submitting sworn statement) whose business address is 6151 MTRAMAR PARKWAY SUITE 101 MTRAMAR FL. 33023 and (if applicable) its Federal Employer Identification Number (FEIN) is 650501908 . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
2.	My name is GABRIEL SMITH and my (Please print name of individual signing)
	relationship to the entity named above isOWNER
3.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4.	I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
	1. A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management

affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an

City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
 - A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
 - B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
 - B3) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

GABRIEL SMITH
Bidder's Name/Signature

TRINITY HEALTH CARE SERVICES LLC 10/27/2023

Company

Date



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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.

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

The 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's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

- 5. Equal benefits means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
- 6. Spouse means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
- 7. Traditional marriage means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (Check only one box below):

	A.	. Contractor currently complies with the requirements of this section; or
	B.	Contractor will comply with the conditions of this section at the time of contract award; or
	C.	Contractor will not comply with the conditions of this section at the time of contract award or
\boxtimes		Contractor does not comply with the conditions of this section because of the following allowable exemption (Check only one box below):
		1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
	\ \ !	2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the 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. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's expense of providing benefits to an employee's spouse;

	3. The 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;
14 10 ,0	☐ 4. The Contractor is a governmental agency;
The cer provide	tification shall be signed by an authorized officer of the Contractor. Failure to such certification (by checking the appropriate boxes above along with completing rmation below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: TRINITY HEALTH CARE SERVICES LLC

AUTHORIZED OFFICER NAME / SIGNATURE:



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of
 maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee
 assistance programs, and the penalties that may be imposed upon employees for drug abuse
 violations.
- Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation
 of this section.

SECTION 2 AFFIRMATION
Place a check mark here only if affirming bidder complies fully with the above requirements for a Drug-Free Workplace.
Place a check mark here only if affirming bidder does not meet the requirements for a Drug-Free Workplace
Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer will not qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature

GABRIEL SMITH
Authorized Signer Name

TRINITY HEALTH CARE SVC

Company Name

SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135.

I, GABRIEL SMITH			, on behalf of	TRI	NITY	HEALTH	CARE	SERVICES	LLC	
as follows	Print Name an	d Title	[101]	frontive January			Company	Name	,	
certify that	TRINITY	HEALTH	CARE	SERVICES	LLC				TTMB61 pranciW:	
	ogi eta satvasi Mas hadaashaa	obnstyrani Statistica	Dicorni Dicorni	Company Name		daini	atea Ispiilio	g yes ye	1000830	

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

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

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

TRINITY HEALTH CARE
Company Name

GABRIEL SMITH

Print Name / Signature

OWNER

Title

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:

- a. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- b. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 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:
 - All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 b. If the City has a good faith half of the city has a good faith belief that a person or entity with which it is contracting has knowingly belief that a person or entity with which it is contracting has knowingly belief that a person or entity with which it is contracting has knowingly belief that a person or entity with which it is contracting has knowingly belief that a person or entity with which it is contracting has knowingly belief that a person or entity with which it is contracting has knowingly belief that a person or entity with which it is contracted.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the 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 1 year after the date of termination.

COMPANY NAME: TRINITY HEALTH CARE SERVICES LLC

PRINTED NAME / AUTHORIZED SIGNATURE: GABRIEL SMITH

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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

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).

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). This shall mean that if a VOSB submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the VOSB shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the VOSB submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the VOSB. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "Local Pembroke Pines Vendor" (LPPV) or a "Local Broward County Vendor" (LBCV) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a LPPV, a LBCV, and a VOSB participating in the same bid solicitation and all three vendors qualify to submit a second bid, the LPPV will be given first option. If the LPPV cannot beat the lowest bid received by at least 1%, an opportunity will be given to the LBCV. If the LBCV cannot beat the lowest bid by at least 1%, an opportunity will be given to the VOSB. If the VOSB cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest

If multiple VOSBs submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no LPPV or LBCV as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all VOSBs will be asked to submit a Best and Final Offer (BAFO). The award will be made to the VOSB submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no VOSB can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

Place ask as a series of the s
I race a check mark hore and its
In addition, the bird in affirming bidder meets requirements about
Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. Place a check mark here only if affirming bidder the
Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.
Trace a check mark here only if affirming hidder does not
Failure to complete the requirements above as a VOSB
inclinate to complete this certification at this time (by shorted)
Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor qualify for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT
qualify for VOSB Preference based on their sub-contractors' qualifications.
based on their sub-contractors' qualifications
COMPANY NAME: TRINITY HEALTH CARE SERVICES LLC
SERVICES THE
PRINTED NAME / AUTHORIZED SIGNATURE: GABRIEL SMITH
AUTHORIZED SIGNATURE: GABRIEL SMITH

GABRIEL SMITH

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829 VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: TRINITY HEALTH CARE SERVICES INC

Receipt #: 321-1320 CLINICS/HOSPITALS (HOME HEALTH

Business Type: SERVICE)

Owner Name: GABRIEL T SMITH

Business Location: 6151 MIRAMAR PKWY 101

MIRAMAR

Business Opened:06/29/1994 State/County/Cert/Reg:21614 96 NC

Exemption Code:

Business Phone: 954-986-1754

Rooms

Seats

Employees 4

Machines

Professionals

For Vending Business Only					
Addition of Maculu	es:	Vending Type:			
Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
0.00	0.00	0.00	0.00		33.00
	Transfer Fee	Number of Machines: Transfer Fee NSF Fee	Number of Machines: Transfer Fee NSF Fee Penalty	Transfer Fee NSF Fee Penalty Prior Years O 00	Transfer Fee NSF Fee Penalty Prior Years Collection Cost

Packing/Processing/Canning Employees

33.00

0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GABRIEL T SMITH 6151 MIRAMAR PKWY STE 101 MIRAMAR, FL 33023

Receipt #WWW-22-00259262 Paid 07/24/2023 33.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Exemption Code:

Business Phone: 954-986-1754

Rooms

Seats

Employees 4

Machines

Professionals

Signature For Vending Business Only Number of Machines: **Vending Type:** Tax Amount Transfer Fee NSF Fee Penalty **Prior Years** Collection Cost 33.00 **Total Paid** 0.00 0.00 0.00 0.00 33.00

> Receipt #WWW-22-00259262 Paid 07/24/2023 33.00

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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;

"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.

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).

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

PRINTED NAME / AUTHORIZED SIGNATURE:

SERVING SERVING
Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with 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.
Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with 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.
Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.
Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor neligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.
COMPANY NAME: TRINITY HEALTH CARE SERVICES LLC

GABRIEL SMITH

State of Florida Department of State

I certify from the records of this office that TRINITY HEALTH CARE SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 4, 2016, effective November 8, 1994.

The document number of this limited liability company is L16000066851.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2019



RAUNUNGUL Secretary of State

Tracking Number: 3272446389CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

View current license information at: Floridahealthfinder.gov

LICENSE #: 216140961 CERTIFICATE #: 58553

State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION DIVISION OF HEALTH QUALITY ASSURANCE

Home Health Agency

LICENSED

This is to confirm that <u>TRINITY HEALTH CARE SERVICES LLC</u> has complied with rules and regulations adopted by the State of Florida, Agency for Health Care Administration, authorized in Chapter 400, Part III, Florida Statutes, and Chapter 59A-8 of the Florida Administrative Code and is authorized to operate the following:

TRINITY HEALTH CARE SERVICES LLC

6151 Miramar Pkwy Ste 101 Miramar, FL 33023

Service Area:

Broward, Miami-Dade

Skilled Services:

Nursing, Physical Therapy, Speech Therapy, Occupational Therapy, Respiratory Therapy, Home Infusion (IV) Therapy, Medical Social Services

Other Services:

Home Health Aide, Homemaker/Companion, Certified Nursing Assistant

ukkaamaniskivitimaaniskiktiihasaanisviintiimahmissi likkaamaniskiikiimaniski lihaaniskivihim, amaanima maasi

EFFECTIVE DATE: 06/30/2022

EXPIRATION DATE: 06/29/2024



Simone Marstiller, Secretary

Division of Health Quality Assurance

Simone Mardt

Trinity Health Care Services LLC

Miramar, FL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the Home Care Accreditation Program

November 4, 2022

Accreditation is customarily valid for up to 36 months.

ne Englebright, PhD, RN, CENP, FAAN Chair, Board of Commissioners ID #185644

Print/Reprint Date: 01/12/2023

Jonathan B. Perlin, MD, PhD, MSHA, MACP, FA President and Chief Executive Officer

pint Commission is an independent, not-for-profit national body that oversees the safety and quality of health car

Trinity Health Care Services, LLC

West Palm Beach, FL

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the

Home Care Accreditation Program

November 4, 2022

Accreditation is customarily valid for up to 36 months.

lane Englebright, PhD, RN, CENP, EAAN

Chair, Board of Commissioners

ID #185644

Print/Reprint Date: 01/18/2023

Jonathan B. Perlin, MD, PhD, MSHA, MACP, FACMI President and Chief Executive Officer

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.













City of Miramar

Business Tax Receipt

Issue Date: 10/01/2023 Expiration Date: 09/30/2024 **Business ID** 00940020

TRINITY HEALTH CARE SERVICE GABRIEL T. SMITH 6151 MIRAMAR PKWY STE 101 MIRAMAR, FL 33023

BUSINESS TAX RECEIPT

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of:

HOME HEALT BUS/RET/WH

HOME HEALT

12846

PER SQ FT

28493

(954) 602-3040 or (954) 602-3061 Phone (954) 602-3470 or (954) 602-4498 Fax businesstax@miramarfl.gov

Home-Based Restrictions Only Mail & Phone Only No Employees at Home No Work on Premises No Clients at Home No Deliveries to Home Office Only

Cottage-Based Restrictions Cottage food businesses are allowed in accordance with Florda Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101. Only one employee allowed which includes family members residing at the home. No commercial vehicles parked overnight on the premises.

Business Location:

6151 MIRAMAR PARKWAY SUITE 101 MIRAMAR FL 33023

EXHIBIT "C"

HIPAA BUSINESS ASSOCIATE AGREEMENT ("BA Agreement")

To the extent that the **City of Pembroke Pines** ("Covered Entity") discloses Protected Health Information ("PHI") to **Trinity Health Care Services**, **LLC.** ("Business Associate") (Covered Entity and Business Associate are each a "Party" and together are the "Parties") in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, ("HIPAA"), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and to the extent applicable the Florida Information Protection Act (Section 501.171, Florida Statutes):

1. Definitions

- (a) <u>Business Associate</u>. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, herein and shall mean the individual or entity identified above as the Business Associate.
- (b) <u>Covered Entity</u>. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR Part 160.103, herein and shall mean the individual or entity identified above as the Covered Entity.
- (c) <u>HIPAA Rules</u>. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) The following terms used herein shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.
- (e) The following terms used herein shall have the same meaning as those terms defined in the Florida Information Protection Act, Section 501.171, Florida Statutes: "customer records", "personal information", and "third-party agent". All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.
- (f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required pursuant to the Agreement, any other related agreement executed by the parties hereto, and by this BA Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided by the Agreement, any other related agreement executed by the parties hereto, or this BA Agreement.
- (c) Business Associate agrees to report to Covered Entity within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by the Agreement, any other related agreement executed by the parties hereto, or this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by Section 501.171, Florida Statutes, if applicable.
- (d) In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.
- (e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.
- (f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.
- (g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- (h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received

by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

- (i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.
- (j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) herein, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- (k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) calendar days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.
- (l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either Party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.
- Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

- (n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:
 - (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;
 - (2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and
 - (3) that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and
 - (4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents, or contractors' access to PHI either by revision of duties or termination shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and
 - (5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) herein.
 - (6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).
- (o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall neither directly nor indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.
- (p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.
- (q) Covered Entity delegates to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (Section 501.171, Florida Statutes). Business

Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

- (1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.
- (2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.
- (3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.
- (4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each Party agrees that, if it knows of a pattern of activity or practice of the other Party that constitutes a material Breach or violation of the other Party's obligation herein, the non-breaching Party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.
- (s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

(a) General Use and Disclosure Provisions. Except as otherwise limited herein, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as more particularly described by the Agreement and any other related agreement executed by the parties hereto, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

(b) Specific Use and Disclosure Provisions.

- (1) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.
- (2) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:
 - (i) the Disclosure is required by law; or
 - (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (3) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.
- (4) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).
- (c) <u>Withdrawal of Authorization.</u> If the use or disclosure of PHI as provided herein is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or

such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

4. Term, Survival and Termination

- (a) <u>Term</u>. The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.
- (b) <u>Termination for Cause</u>. Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any related agreement with Business Associate if Business Associate does not cure the Breach or end the violation within fourteen (14) calendar days.

(c) <u>Effect of Termination.</u>

- (1) Except as provided below in section 4(c)(2) herein, upon termination of this BA Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (3) If Business Associate needs to retain Protected Health Information after termination Business Associate shall:
 - (i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- (ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;
- (iii)continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;
- (iv)not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and
- (v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (d) <u>Survival</u>. Business Associate's obligations as described herein shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5. Interpretation and Amendment of this BA Agreement

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

6. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each Party may change its address for purposes of this BA agreement by written notice to the other Party.

Covered Entity: 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

Business Associate: Gabriel Smith – CEO/Administrator

Trinity Health Care Services, LLC. 6151 Miramar Parkway, Suite #101

Miramar, FL 33023

Telephone No.: (954) 986-1754 E-Mail: sgabriel@thcsi.com

7. Florida Information Protection Act

Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of "customer records" that contain "personal information," as defined in the Florida Information Protection Act, Section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict. If customer records in Business Associate's possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Covered Entity as indicated herein, and Business Associate shall work with Covered Entity as required by the Act to assist in any of the following actions:

- (a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Covered Entity;
- (b) Provide notice to any and all consumers whose personal information has been breached:
- (c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;
- (d) Ensure that Business Associate's third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Covered Entity who experience a breach notify Covered Entity immediately, and work with Business Associate and Covered Entity as outlined in this section of the Addendum.

8. Miscellaneous

- (a) <u>Rights of Proprietary Information.</u> Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.
- (b) Assignment of Rights and Delegation of Duties. This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.
- (c) <u>No Waiver.</u> Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:	Business Associate:
City of Pembroke Pines DocuSigned by:	Trinity Health Care Services, LEC.
By: Charles F. Dodge	Signed By:
CHARLES F. DODGE, City Manager	Printed Name: GAbriel Smith
Date: February 27, 2024	Date: 2/5/24

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz —A563A1DDEFD5417...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY



City of Pembroke Pines, FL

601 City Center Way Pembroke Pines, FL 33025 www.ppines.com

Agenda Request Form

Agenda Number: 4.

File ID: 24-0132 Type: Bid Status: Passed

Version: 1 Agenda In Control: City Commission

Section:

File Created: 02/01/2024

Short Title: Award for RFQ # CS-23-02 Home Healthcare Final Action: 02/21/2024

Services

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # CS-23-02 "HOME HEALTHCARE SERVICES - PERSONAL CARE, HOMEMAKER & RESPITE SERVICES" TO THE FOLLOWING FOUR VENDORS (LISTED ALPHABETICALLY) WHICH WILL FORM A POOL TO BE USED ON AN AS-NEEDED BASIS FOR AN INITIAL TWO-YEAR PERIOD: ALL STAFF HEALTH SERVICES, INC., CSI CATALANO'S NURSES REGISTRY, INC., DOVINITI - J15:12, INC., AND TRINITY HEALTH CARE SERVICES, LLC.

*Agenda Date: 02/21/2024

Agenda Number: 4.

Internal Notes:

Attachments: 1. CS-23-02 Bid Tabulation, 2. Meeting Minutes 01-16-2024, 3. Exhibit A - RFQ # CS-23-02

Home Healthcare Services, 4. All Staff Health Services - VE Agreement, 5. Exhibit B - All Staff Health Services, Inc. - Bid Submittal, 6. Exhibit C - HIPPAA Business Association Agreement, 7. CSI Catalano's Nurses - VE Agreement, 8. Exhibit B - CSI Catalanos Nurses Registry, Inc. - Bid Submittal, 9. Exhibit C - HIPPAA Business Association Agreement, 10. Dovinity-J15-12, Inc. - VE Agreement, 11. Exhibit B - Doviniti-J15-12, Inc. - Bid Submittal, 12. Exhibit C - HIPPAA Business Association Agreement, 13. Trinity Health Care - VE Agreement, 14. Exhibit B - Trinity Health Care Services, LLC. - Bid Submittal, 15. Exhibit C - HIPPAA Business Association

Agreement

Related Files:

1 City Commission 02/21/2024 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Commissioner Schwartz, Vice Mayor Siple, Commissioner

Castillo, and Commissioner Good Jr.

Nay: - 0

1 City Commission 02/21/2024

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # CS-23-02 "HOME HEALTHCARE SERVICES - PERSONAL CARE, HOMEMAKER & RESPITE SERVICES" TO THE FOLLOWING FOUR VENDORS (LISTED ALPHABETICALLY) WHICH WILL FORM A

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POOL TO BE USED ON AN AS-NEEDED BASIS FOR AN INITIAL TWO-YEAR PERIOD: ALL STAFF HEALTH SERVICES, INC., CSI CATALANO'S NURSES REGISTRY, INC., DOVINITI - J15:12, INC., AND TRINITY HEALTH CARE SERVICES, LLC.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."
- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."
- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."
- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."
- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."
- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."
- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."
- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."
- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

- 1. On October 18, 2023, the City Commission authorized the advertisement of RFQ # CS-23-02 "Home Healthcare Services Personal Care, Homemaker & Respite Services", which was advertised on October 25, 2023.
- 2. The purpose of this solicitation was to create a new pool of State Licensed Home Health Agencies to provide Home Healthcare Services to residents 60 years of age and older. The Community Services Department receives funding from the Older Americans Act Title IIIB Grant, therefore, this solicitation followed federal procurement guidelines.
- 3. On November 21, 2023, the City opened five (5) proposals from the following vendors (listed alphabetically):

Vendor Name

All Staff Health Services, Inc. CSI Catalano's Nurses Registry, Inc. Douglas Gardens Home Care, Inc. Doviniti J15:12, Inc. Trinity Health Care Services, LLC

- 4. On January 16, 2024, the City convened an Evaluation Committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFQ documents and listed below:
 - Experience and Capabilities (37.5 points)
 - References Form (30 points)
 - Firm's Understanding and Approach to the Work (30 points)
 - Veteran Owned Small Business Preference (2.5 points)
- 5. At the January 16, 2024 meeting, a motion was made by the Evaluation Committee, which passed unanimously, to deem all five vendors as qualified and to recommend the City Commission to award RFQ # CS-23-03 "Home Healthcare Services Personal Care, Homemaker & Respite Services" to All Staff Health Services, Inc., CSI Catalano's Nurses Registry, Inc., Douglas Gardens Home Care, Inc., Doviniti J15:12, Inc., and Trinity Health Care Services, LLC.
- 6. Douglas Gardens Home Care, Inc., did not agree with the terms presented in the Contractual Services Agreement and has elected not to execute the agreement. As a result, the Community Services Department has made the decision to proceed with the remaining four vendors that executed the agreement.
- 7. As stipulated in the solicitation, the Community Services Department will administer a rotation schedule which lists the contractors in alphabetical order and will be paying all contractors in the pool an hourly rate of \$22 per staff member for performing the services outlined in the agreement.
- 8. The agreement is for a two year period, with two additional renewal options for two-year

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periods.

- 9. All Staff Health Services, Inc., CSI Catalano's Nurses Registry, Inc., and Doviniti J15:12, Inc. have completed the Equal Benefits Certification Form, and have all stated that the "Contractor currently complies with the requirements of this section." Trinity Health Care Services, LLC has also completed the Equal Benefits Certification Form, and has stated that the "Contractor does not comply with the conditions of this section because of the following allowable exemption: Contractor does not provide benefits to employees' spouses in traditional marriages."
- 10. Request City Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # CS-23-03 "Home Healthcare Services Personal Care, Homemaker & Respite Services" to the following four vendors (listed alphabetically) which will form a pool to be used on an as-needed basis for an initial two-year period: All Staff Health Services, Inc., CSI Catalano's Nurses Registry, Inc., Doviniti J15:12, Inc., and Trinity Health Care Services, LLC.

FINANCIAL IMPACT DETAIL:

- **a) Initial Cost:** The Community Services Department receives an annual amount of \$166,096 from the Older Americans Act Title IIIB Grant to cover the costs amongst all vendors in the pool.
- **b)** Amount budgeted for this item in Account No: Funds will be available in account # 199-569-8005-534990-000-000-00024.
- c) Source of funding for difference, if not fully budgeted: Not Applicable.
- d) 5 year projection of the operational cost of the project: Not Applicable.
- e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Atlantic Pacific Insurance PHONE (561) 624-1800 FAX (A/C, No): (561) 626-3153 (A/C, No, Ext): 11382 Prosperity Farms Road Suite 123 INSURER(S) AFFORDING COVERAGE NAIC # Palm Beach Gardens FL 33410 Houston Casualty Company INSURER A . 42374 INSURED Bridgefield Casualty Ins. Co. INSURER B: 10335 Trinity Health Care Services LLC INSURER C 6151 Miramar Parkway, #101 INSURER D: INSURER E: FL 33023 INSURER F : COVERAGES **CERTIFICATE NUMBER:** 2023 Master REVISION NUMBER: THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE INSD WVD **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 1,000,000 CLAIMS-MADE | 50,000 PREMISES (Ea occurrence 5,000 MED EXP (Any one person) Α Υ H22MSS21843-01 11/30/2023 11/30/2024 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 **GENERAL AGGREGATE** s > POLICY LOC N/A PRODUCTS - COMP/OP AGG OTHER: \$ **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT (Ea accident) s ANY AUTO BODILY INJURY (Per person) s OWNED SCHEDULED AUTOS ONLY HIRED AUTOS NON-OWNED BODILY INJURY (Per accident) \$ PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY \$ \$ UMBRELLATIAR OCCUR EACH OCCURRENCE s **EXCESS LIAB** CLAIMS-MADE AGGREGATE S DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE 1,000,000 N E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A 0196-53432 08/07/2023 08/07/2024 1,000,000 E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Per Claim Professional Liability 1,000,000 Y H22MSS21843-01 Sexual Molestation Legal Liability 11/30/2023 11/30/2024 Aggregate 3,000,000 Per Claim \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Pembroke Pines is Additional Insured in regard to Professional and General Liability as required by contract. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Pembroke Pines 601 City Center Way AUTHORIZED REPRESENTATIVE Watter le- Reese Pembroke Pines FL 33025