



City of Pembroke Pines

RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES
AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
HOUSING AND ASSISTIVE TECHNOLOGY, INC.

THIS AGREEMENT (“Agreement”), dated September 5, 2024, is entered into by and between:

THE 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

HOUSING AND ASSISTIVE TECHNOLOGY, INC., a Not For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **2000 Towerside Terrace, Suite #505, Miami, FL 33138** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the “Parties”.

W I T N E S S E T H:

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 **April 23, 2024**, the CITY advertised its notice to bidders of the CITY’s desire to engage qualified firms to conduct **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair**, 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) # PL-24-02
“Residential Home Inspection and Cost Estimating Services”

1.2 On **May 21, 2024**, the bids were opened at the offices of the City Clerk.



1.3 On August 21, 2024, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair** 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 **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair** 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 agrees to provide **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair** for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). 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. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program.**

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's **RFQ # PL-24-02**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, incorporated herein and made a part hereof as **Exhibit "B"**, according to the prices and terms contained therein.

2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any certain amount of or quality of Services identified in **Exhibit "A"**.

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services,



CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

2.5 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY for approval prior to advertisement or implementation as applicable.

2.6 CONTRACTOR shall perform Services in a professional manner and CONTRACTOR acknowledges that CITY is relying upon CONTRACTOR's professional knowledge and expertise to perform under this Agreement. CONTRACTOR shall perform Services in accordance with the schedule provided by CITY, unless the Parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

2.7 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 provide the Services as required herein and in accordance with **Exhibit "A"**, for a **two (2) year** period, which shall commence upon CITY execution of this Agreement and expiring **two (2) years** thereafter, or upon expenditure of all funds in conformance with the requirements of the program.

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

3.3 **Termination for Convenience.** 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.



3.4 **Termination for Cause.** 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 fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

3.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than fourteen (14) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;

3.4.2 CONTRACTOR becomes insolvent;

3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;

3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,

3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing;
or

3.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY's sole compensation to CONTRACTOR for the provision of Services herein required shall be based on the Home Inspector's Fee Schedule provided in §4.1.1 herein below. Request for Services is to be submitted by CITY from time to time on an as needed basis to CONTRACTOR pursuant to the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program, as more specifically provided in **Exhibit "A"**.



4.1.1 Home Inspector’s Fee Schedule:

Description	Price, Per project
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 1,500.00
Work Specifications	Included Above
Pre-Bid Meeting (For the Specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 1,500.00
Sub-Total	\$ 3,000.00
Contingency (If advanced research is required)	\$ 150.00
Total with Contingency	\$ 3,150.00

4.2 Upon completion of the Services identified in each service request, the CITY shall make final inspection of the Services rendered by CONTRACTOR in a reasonable and timely manner. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. If the CITY’s inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement and service request(s) submitted by the CITY, the CITY shall receive the same. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Services, upon approval of the invoice, CITY shall pay the same within thirty (30) days.

4.3 If any of the required Services are rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

4.4 **Method of Billing and Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. CITY shall pay CONTRACTOR on a work progress basis for all Service performed in accordance with this agreement that have been inspected, accepted, and properly invoiced. Invoices submitted by CONTRACTOR shall include the date of service, service performed, hours spent, location of services, and any other information reasonable required by the CITY. The CITY shall within thirty (30) 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:

Housing and Assistive Technology, Inc.
2000 Towerside Terrace, Suite #505
Miami, FL 331438



ARTICLE 5
GUARANTEE OF SERVICES

CONTRACTOR warrants and guarantees that the Services performed hereunder and each individual good or item rendered, including all components and all installed accessories and equipment, shall be fit for its intended use. CONTRACTOR agrees to provide a warranty as to fitness for all goods and items rendered for a period of one hundred and eighty (180) days following acceptance or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement, for each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by 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.

6.2 CONTRACTOR's aggregate liability resulting from this Agreement shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

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

ARTICLE 7
INSURANCE

7.1 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.



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) 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.

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) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

Yes No

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

1. Each Occurrence Limit - \$1,000,000



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

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

Products & Completed Operations Coverage shall be maintained for the later of ten (10) 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.

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) 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, H.U.D., Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 **AGREEMENT SUBJECT TO FUNDING**

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

ARTICLE 11 **UNCONTROLLABLE FORCES**

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

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

ARTICLE 12 **GOVERNING LAW AND VENUE**



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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

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.

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 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
drogers@ppines.com



ARTICLE 19
SCRUTINIZED COMPANIES

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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

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

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



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

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

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

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

**ARTICLE 21
EMPLOYMENT ELIGIBILITY**

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

21.1.1 **Definitions for this Section.**

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

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

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

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

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes,



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

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

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

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

ARTICLE 22

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

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

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without



regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or



orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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



program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (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 **Subcontracts.** 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 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to



include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

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

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year



exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

22.16.1 **Prohibitions.**



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

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



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

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

ARTICLE 23 **MISCELLANEOUS**

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

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

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



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

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

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

CITY: Charles F. Dodge, City Manager
 City of Pembroke Pines
 601 City Center Way, 4th Floor
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

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

CONTRACTOR: **Beth Kofsky – Executive Director-Project Manager
 Housing and Assistive Technology, Inc.
 2000 Towerside Terrace, Suite #505
 Miami, FL 3318
 E-mail: kofskyb@bellsouth.net
 Telephone No: (305) 608-0692**



(305) 572-9005

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

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

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

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

23.11 **Entire Agreement; Conflicts.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall govern and prevail, followed by **Exhibit "A"**, and **Exhibit "B"**.

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

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

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

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



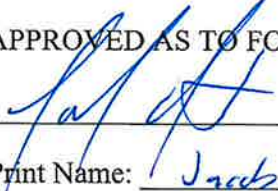
City of Pembroke Pines

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

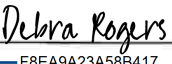
APPROVED AS TO FORM:


Print Name: Jacob Hernandez
OFFICE OF THE CITY ATTORNEY

DocuSigned by:

BY: _____ August 29, 2024
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MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

Debra Rogers
F8EA9A23A58B417... September 5, 2024
DEBRA ROGERS, CITY CLERK

DocuSigned by:

BY: _____ September 4, 2024
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

Signed by:



CONTRACTOR:

HOUSING AND ASSISTIVE TECHNOLOGY, INC.

Signed By: Beth Kofsky

Printed Name: Beth Kofsky

Title: Executive Director - Project Manager

Exhibit "A"



Residential Home Inspection and Cost Estimating Services

Request for Qualifications # PL-24-02

General Information		
Project Cost Estimate	Not Applicable	See Section 1.4
Project Timeline	Projects shall be on an as-needed basis, this agreement shall terminate no later than two (2) years after the date of execution.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	May 6, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 21, 2024	See Section 1.8
5% Proposal Security / Bid Bond	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of proposal cost. <input type="checkbox"/> Required in the event that the proposal exceeds \$200,000.	See Section 4.1
100% Payment and Performance Bonds	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of proposal cost. <input type="checkbox"/> Required in the event that the proposal exceeds \$200,000.	See Section 4.2
Grant or Federal Funding Information	U.S. Department of Housing and Urban Development (HUD)	Not Applicable

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



Table of Contents

SECTION 1 - INSTRUCTIONS..... 7

 1.1 NOTICE..... 7

 1.1.1 VIRTUAL BID OPENING..... 7

 1.2 PURPOSE..... 8

 1.2.1 Background..... 9

 1.2.2 Section 3 Compliance 9

 1.3 SCOPE OF WORK..... 9

 1.4 PROJECT TIMELINE..... 10

 1.4.1 Post Award Process..... 10

 1.4.1.1 Approved Pool of Vendors..... 10

 1.4.1.2 Environmental Inspection Services..... 11

 1.4.1.3 Order of Operations: 11

 1.4.2 Fees 12

 1.4.3 Contract Performance 12

 1.4.3.1 Specimen Contract 12

 1.4.3.2 Manner of Performance..... 12

 1.4.3.3 Poor Performance..... 13

 1.5 PROPOSAL REQUIREMENTS 13

 1.5.1 Questionnaires..... 13

 Tab 1 - Experience and Capabilities (35 points):..... 13

 Tab 2 - References Form (35 points): 14

 Tab 3 - Firm’s Understanding and Approach to the Work (30 points):..... 15

 1.5.2 Other Completed Questionnaires 15

 1.5.3 Other Completed Documents:..... 16

 1.5.4 Optional Documentation..... 16

 1.6 VENDOR REGISTRATION DOCUMENTS 17

 1.6.1 Vendor Information Form..... 18

 1.6.2 Form W-9 (Rev. October 2018)..... 18

 1.6.3 Company Profile Form 18

 1.6.4 Sworn Statement on Public Entity Crimes Form..... 18

 1.6.5 Equal Benefits Certification Form 18

 1.6.6 Vendor Drug-Free Workplace Certification Form 18



1.6.7 Scrutinized Company Certification..... 18

1.6.8 E-Verify System Certification Statement 18

1.6.9 Veteran Owned Small Business Preference Certification 18

1.6.10 Local Business Tax Receipts..... 19

1.6.11 Certification Regarding Lobbying; Debarment, Suspension and Other
Responsibility Matters for Expenditure of Federal Funds 19

1.6.12 Minority-Owned Business Enterprise 19

1.6.13 Woman-Owned Business Enterprise..... 19

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms..... 19

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION 19

1.8 TENTATIVE SCHEDULE OF EVENTS 20

1.9 SUBMISSION REQUIREMENTS 20

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)..... 21

 1.10.1 GENERAL QUESTIONS 21

 1.10.2 INSURANCE QUESTIONS..... 22

 1.10.3 BONDING QUESTIONS 22

 1.10.4 LICENSE QUESTIONS 22

 1.10.5 FUNDING QUESTIONS..... 23

 1.10.6 SECTION 3 BUSINESS CONCERN QUESTIONS..... 24

SECTION 2 - INSURANCE REQUIREMENTS..... 26

SECTION 3 - GENERAL TERMS & CONDITIONS..... 33

 3.1 EXAMINATION OF CONTRACT DOCUMENTS 33

 3.2 CONFLICT OF INSTRUCTIONS..... 33

 3.3 ADDENDA or ADDENDUM 33

 3.4 INTERPRETATIONS AND QUESTIONS 33

 3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES 33

 3.6 WARRANTIES FOR USAGE 34

 3.7 BRAND NAMES..... 34

 3.8 QUALITY..... 34

 3.9 SAMPLES..... 34

 3.11 DEVELOPMENT COSTS 34

 3.12 PRICING..... 34

 3.13 DELIVERY POINT 35

 3.14 TAX EXEMPT STATUS 35



3.15	CONTRACT TIME	35
3.16	COPYRIGHT OR PATENT RIGHTS	35
3.17	PUBLIC ENTITY CRIMES	35
3.18	CONFLICT OF INTEREST	35
3.19	FACILITIES	35
3.20	ENVIRONMENTAL REGULATIONS	36
3.21	SIGNATURE REQUIRED.....	36
3.22	MANUFACTURER’S CERTIFICATION.....	36
3.23	MODIFICATION OR WITHDRAWAL OF PROPOSAL	36
3.24	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	36
3.25	RESERVATIONS FOR REJECTION AND AWARD.....	37
3.26	BID PROTEST	37
3.27	INDEMNIFICATION.....	37
3.28	DEFAULT PROVISION	38
3.29	ACCEPTANCE OF MATERIAL.....	38
3.30	LOCAL GOVERNMENT PROMPT PAYMENT ACT.....	39
3.31	SCRUTINIZED COMPANIES LIST.....	39
3.32	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	39
3.33	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	40
3.34	CONE OF SILENCE	40
3.35	E-VERIFY	41
3.36	JESSICA LUNSFORD ACT	42
SECTION 4 - SPECIAL TERMS & CONDITIONS.....		43
4.1	PROPOSAL SECURITY.....	43
4.2	PAYMENT AND PERFORMANCE BONDS	44
4.3	OWNER’S CONTINGENCY	45
4.4	TAX SAVER PROGRAM	45
4.5	RELEASE OF LIEN.....	45
4.6	SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS	45
4.7	LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	46
A.	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.....	46



B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL 46

C. EQUAL EMPLOYMENT OPPORTUNITY 46

D. DAVIS-BACON & RELATED ACTS 46

E. COPELAND ANTI-KICKBACK ACT 47

F. CONTRACT WORK HOURS AND SAFETY STANDARDS 47

G. FEDERAL CLEAN AIR AND WATER ACTS 47

H. SUSPENSION AND DEBARMENT 47

I. ANTI-LOBBYING 48

J. RECYCLED PRODUCTS / RECOVERED MATERIALS 49

K. MINORITY / WOMEN’S / LABOR SURPLUS FIRMS PARTICIPATION..... 49

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT
49

M. REPORTING & RETENTION OF RECORDS..... 49

N. RIGHTS TO INVENTIONS 50

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT 50

P. DHS SEAL, LOGO, AND FLAGS 50

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE
ORDERS..... 50

R. FRAUDULENT STATEMENTS..... 50

S. PROHIBITION ON CONTRACTING FOR COVERED
TELECOMMUNICATIONS EQUIPMENT OR SERVICES 50

T. DOMESTIC PREFERENCE FOR PROCUREMENTS 51

U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND
DATA RIGHTS 51

V. PERSONALLY IDENTIFIABLE INFORMATION..... 52

W. RIGHTS IN DATA 52

X. INSPECTION AND ACCEPTANCE 52

Y. DOCUMENTATION OF COSTS..... 52

Z. DRUG FREE WORKPLACE 52

AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES 53

BB. PROHIBITIONS OF GRATUITIES 53

ATTACHMENTS

Attachment A: Non-Collusive Affidavit



City of Pembroke Pines

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - **Continuing 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 # PL-24-02 Residential Home Inspection and Cost Estimating 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, May 21, 2024. Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 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. **In any event, the public is encouraged to attend the bid opening process 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 to acquire proposals from qualified firms with specialized skills and interest in providing professional services to conduct residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair. The City will accept proposals from General Contractors, Appraisers, and Roof Inspectors.

Services include inspections for general repairs, and accessibility modifications for the elderly/disabled.

Interested residential inspection firms shall submit qualification statements, performance data and other information relative to the proposed Scope of Services. Responses will be evaluated by a Selection/Evaluation Committee. Firms that do not provide the information requested, or which fail to meet the minimum qualification criteria, shall be disqualified from further consideration.



1.2.1 Background

The City of Pembroke Pines receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, and HOME Investment Partnerships Program (HOME). In addition, it receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. From time to time, it may receive similar types of funds to carry out similar activities.

The City utilizes a pool of General Contractors, Home Inspectors, and Environmental Specialists for these projects. The pool of contractors for Home Inspectors and Environmental Specialists services is set to expire on August 29, 2024.

The City is issuing RFQ # PL-24-01 “Environmental Specialists for Residential Home Inspection” and RFQ # PL-24-02 “Residential Home Inspection and Cost Estimating Services”. These solicitations will replace the existing pool of contractors. Pursuant to regulations of the U.S. Department of Housing and Urban Development, a vendor can only participate in one of the three pools of vendors; therefore, a proposer can only submit a response for one of the two RFQs.

Any vendor (including vendors currently under contract with the City) that wishes to be part of the new pool of contractors must submit a response to this solicitation.

1.2.2 Section 3 Compliance

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance for HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1.3 SCOPE OF WORK

1. Conduct and complete a checklist to document a preliminary inspection of each structure and determine deficiencies in each building based upon building standards provided by the City of Pembroke Pines and the U.S. Housing and Urban Development Department. Initial property inspection must be conducted using the City’s approved inspection checklist/report format.
2. Submit an inspection checklist and color photos of items needing repair to the City’s Program Administrator.
3. Prepare scope of work ready for bid purposes and develop a cost estimate on each building to be rehabilitated. Scope of work must accurately reflect repairs needed. Two



sets of printed color photos are required to be submitted with each inspection report/work specifications. Photos must be clearly numbered to match work specifications.

4. Prepare a scope of work, which includes a work write-up from licensed inspectors (if needed).
5. Identify what steps are to be taken to mitigate any problem detected.
6. Conduct pre-bid meetings, which includes inviting contractors on the City's pre-qualified list to participate in the bid process, collecting pre-bid sign in sheet at property, answering questions at pre-bid, and issuing addendum as necessary as a result of pre-bid meeting.
7. Perform in-progress inspections as requested by the City's Program Administrator. Submit in-progress report to City's Program Administrator.
8. Obtain City and owner's approval prior to project going out to bid.
9. Review and approve/disapprove change orders from contractors.
10. Assist with homeowner and contractor conflict resolution regarding repairs.
11. Review and approve construction work required for contractor payment.
12. Conduct follow-up inspections for properties that do not pass initial final inspection. Submit punch list for contractor's review.
13. Submit final inspection report and photos. Report and photos must correspond with initial inspection report and photos. Two sets of printed color photos are required to be submitted with each inspection report/work specifications.
14. Submit invoice for payment, per program procedures.

1.4 PROJECT TIMELINE

The Agreement shall take effect as of the date of execution and shall terminate no later than two (2) years after the date of execution of the Agreement by the City Manager, or upon the expenditure of all funds in conformance with the requirements of the respective program, unless terminated sooner by either party.

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 Procurement Department will route the



agreements for approval. Upon approval, copies of the executed agreements will be forwarded to the City's Contract Housing Administrator along with the contact information for each approved vendor.

The City's Contract Housing Administrator will add all approved **Home Inspectors** and **Environmental Specialists** to their respective rotation schedule which lists the inspectors in alphabetical order.

Please note that the City reserves the right to limit the number of projects that a first-time contractor may receive until the contractor is able to demonstrate the ability to satisfactorily close out their first two projects.

1.4.1.2 Environmental Inspection Services

Lead Inspections: If the property was built in or before 1978 a lead inspection is mandatory. Program specialists shall contact the Environmental Specialist to conduct their assessment before the independent Home Inspector. If any lead is present, the Environmental Specialist shall provide a detailed report including corrective action and a cost estimate which shall be used in the work specifications.

Mold Inspections: In the event that a homeowner identifies a mold problem, the independent Home Inspectors will evaluate the area of concern. If the Home Inspector feels that there is mold present, a mold inspection is suggested to the City's Contract Housing Administrator staff. The City's Contract Housing Administrator will then contact the Environmental Specialist to request a mold inspection. If any mold is present, the Environmental Specialist shall provide a detailed report including corrective action and a cost estimate which shall be used in the work specifications.

General Contractors must address any mold issues first. When the **General Contractor** feels that the mold has been rectified, they will request a post-mold inspection. The City's Contract Housing Administrator will then contact the Environmental Specialist to request the post-mold inspection.

1.4.1.3 Order of Operations:

1. Inspection completed at the property.
2. Work specifications with pictures and checklist completed for each project.
3. Work specifications approved by the City's Contract Housing Administrator.
4. Inspector has work specifications approved by homeowner.
5. Pre-bid meeting is set up at the property (all approved contractors invited).
6. Bid due date/time is set up for 5 to 7 days after pre-bid meeting.
7. Bids must be submitted on time in a sealed envelope with no un-initialed corrections. Section 3 agreement must be completed and signed as well as the pricing page of the bid otherwise the bid will be deemed non-responsive.



8. If the contractor agrees to hire a new Section 3 compliant employee in the bid, proof of the new hire must be provided by the required forms (including the Certification of Business Concerns Seeking Section 3 Form and the Assurance of Compliance Form) provided by the City’s Contract Housing Administrator.
9. In the event of a tie-bid preference will be given to the contractor that agreed to hire a Section 3 candidate. If both contractors agreed to the Section 3 requirement, the contractor who submitted the bid first will be the winner. Each bid is clocked in to ensure timeliness.

1.4.2 Fees

1.4.2.1 Home Inspector’s Fee Schedule

Description	
Initial Inspection (Includes the provision of cost estimates & 2 sets of color photos)	\$300
Work Specifications	\$450
Pre-bid Meeting (This would be for the specific project, not for the RFQ process)	\$250
Interim Inspections	\$500
Final Inspection (Includes 1 Follow- Up Punch List Inspection if required)	\$500
Total	\$2,000

If advanced research (county, microfilm, nearby cities, etc.) is required, there will be a contingency of up to \$150.

1.4.3 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.
- Failure to pay fees, if required.

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 (35 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. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
2. A minimum of two (2) years of experience is required. Please provide proof of such experience.



3. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
4. 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.
5. 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.
6. It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.
7. It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.
8. Explain the ability and experience of the field staff with specific attention to project related experience.

Tab 2 - References Form (35 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. **References Contact Information**
 - a. Name of Firm, City, County or Agency
 - b. Address
 - c. Contact Name
 - d. Contact Title
 - e. Contact E-mail Address
 - f. Contact Telephone #



2. Project Information

- a. Name of Contractor Performing the work
- b. Name and location of the project
- c. Nature of the firm's responsibility on the project
- d. Project duration
- e. Completion (Anticipated) Date
- f. Size of project
- g. Cost of project
- h. Work for which staff was responsible.
- i. Contract Type
- j. The results/deliverables of the project

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. Include details of your approach and work plans.
- c. How would you organize this project in terms of milestones?
- d. Identify any issues or concerns of significance that may be appropriate.
- e. 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. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
- c. 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.

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
2. Resume(s):
 - a. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members. Refer to Section 1.5.1 Questionnaires, Tab 1.

1.5.4 Optional Documentation**1. Trade Secrets:**

- b. 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.
- c. 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.
- d. 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.



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

2. Financial Statements:

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

3. Additional Information:

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

1.6 VENDOR REGISTRATION DOCUMENTS

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

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

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

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

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

1.6.3 Company Profile Form**1.6.4 Sworn Statement on Public Entity Crimes Form****1.6.5 Equal Benefits Certification Form****1.6.6 Vendor Drug-Free Workplace Certification Form****1.6.7 Scrutinized Company Certification****1.6.8 E-Verify System Certification Statement**

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

1.6.9 Veteran Owned Small Business Preference Certification

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



1.6.10 Local Business Tax Receipts

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

a. Lobbying:

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

b. Debarment, Suspension and Other Responsibility Matters:

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

1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive 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	35 points
References Form	35 points
Firm’s Understanding and Approach to the Work	30 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 to a pool of contractors. 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 be invited to bid on specific projects on an as-needed basis. Please note that the City reserves the right to limit the number of projects that a first time contractor may receive until the contractor is able to demonstrate the ability to satisfactorily close out their first two projects.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	April 23, 2024
Pre-Bid Meeting	Not Applicable
Question Due Date	May 6, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	May 9, 2024
Proposals will be accepted until	2:00 p.m. on May 21, 2024
Proposals will be opened at	2:30 p.m. on May 21, 2024
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on May 21, 2024.**



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

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

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

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

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	Can I include multiple parties in my response?
Answer	Yes, however, the City of Pembroke Pines will only pay one party for the work that is rendered. For instance, one party will receive the check as if they are the prime contractor and would have to pay the other parties as they would normally pay subcontractors.
Question # 2	With respect to the inspection part, are these inspectors required to complete the housing quality standard form?
Answer	Inspectors will use the inspection form that mirrors HUD’s housing quality standard form. However, inspectors will be provided with rehabilitation standards adopted by the City as a guide to complete inspections and work specifications.
Question # 3	All the inspector has to do is issue reports and cost estimates?
Answer	The general inspector must perform comprehensive inspection accompanied by checklist and photos as well as a detailed write up/works specifications on the repairs needed. The work specifications submitted to the City should have cost estimates. If any environmental inspections have been ordered on the property and mitigation is



	<p>required, the general inspector will incorporate the mitigation steps in the overall work specs that the contractors will bid on.</p> <p>Environmental inspectors will be required to complete inspection requested, provide formal written report, photos and mitigation required. These reports should also have a cost estimate.</p>
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1.10.2 INSURANCE QUESTIONS

Question # 4	In regards to the Professional Liability / Errors & Omissions Insurance. Usually this type of insurance is not taken by construction companies, except in special cases such as this. The cost of this insurance is significant. Could this coverage be added to our liability insurance certificate at the time of signing a contract with the city rather than now?
Answer	Professional Liability / Errors & Omissions Insurance in no longer required. Please see section 2.6.5 is marked as NO.

1.10.3 BONDING QUESTIONS

Question # 5	Will this project require the company to have Bonding?
Answer	Due to the budgeted amount for each project, these projects will not be subject to federal bonding requirements.

1.10.4 LICENSE QUESTIONS

Question # 6	<p>On April 22, 2008, EPA issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning April 22, 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. In other words, after April 22, 2010, federal law requires that contractors who perform renovation, repairs, and painting jobs should hold a valid EPA Certified Renovator per HUD 40CFR. The EPA certification is a 90 day process from course approved + application, to final certification. Therefore, this EPA certification must be part of the firm qualification documents. Please advise.</p>
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Answer	Contractors must submit a current and valid Certified-EPA Renovator's certificate with their bid packages.
Question # 7	What specific state/local licenses are required?
Answer	Requirements vary by occupation and services that are performed by the contractor. Firms should know what state/local licenses are needed for them to perform the required services.
Question # 8	Is the Certified EPA Renovator's Certificate a requirement for qualifying or just for jobs on pre-1978 structures?
Answer	If any of the upcoming home repair projects require environmental inspections, the City feels that requiring the EPA Renovator's Certificate is best practice because it allows all of the environmental jobs to be rotated through certified Environmental Inspectors.

1.10.5 FUNDING QUESTIONS

Question # 9	Are you doing a combination of DRI and CDBG to fund this home repair program?
Answer	The City will utilize federal CDBG, HOME and other funding sources as available. The program utilizes one streamlined process to capture the most restrictive program's requirement.
Question # 10	Please provide the estimated cost budget for this project.
Answer	The budget for each project is dependent on the program. Please contact the City's Contract Housing Administrator.
Question # 11	What is the maximum amount that you propose to give to an eligible homeowner?
Answer	The City provides a maximum amount depending on the program. Please contact the City's Contract Housing Administrator.
Question # 12	A lot of times when you use that housing quality standard, once you identify a deficiency, we somewhat have an obligation to correct that deficiency even if it goes over the \$90,000. Do you have some type of strategy in mind for these projects?
Answer	Code, health and safety are priority items that will be addressed. If a project is cost prohibitive, the City reserves the right to not fund the project. If the project is suitable and funds are available, the unit can be assisted under the City's substantial rehabilitation program. The



	majority of repairs can be assisted within the maximum budget due to the condition of the housing stock.
Question # 13	How many houses/projects are anticipated?
Answer	This varies as it is dependent on state/federal funding.
Question # 14	In terms of the draw schedule, how is mobilization addressed? If contractors only get paid upon 100% of completion of the job and satisfaction by the owner, what if you have a disgruntled owner, do you have something in place to circumvent that?
Answer	General contractors are paid upon 100% upon completion of the project. If the program inspection and building inspections indicate the work was done according to the approved work specifications, then there is no justification to withhold payment from a contractor.

1.10.6 SECTION 3 BUSINESS CONCERN QUESTIONS

Question # 15	Why do you require Certified Section # 3 business and concern?
Answer	Section 3 is a federal requirement that the City of Pembroke Pines must comply with. It is designed to create employment and training opportunities for residents living in the areas receiving federal funding.
Question # 16	Certified Section 3 Business Concern: Usually this type of service (inspections and estimates) is conducted only for the qualifier; not for employees. There is a special reason this Certified Section 3 Business Concern is required?
Answer	That is correct. Only the qualified person can perform the inspections. The section 3 employee can be the qualifier but does not have to be. For example, if an inspection firm needs to hire part-time clerical support as a result of being selected in the inspector’s pool, then that would trigger section 3 compliance. Please refer to the 3 ways to qualify as a section 3 business concern.
Question # 17	Does Section 3 only apply for new hires?
Answer	Yes, Section 3 only applies to new hires.
Question # 18	Companies qualified as Section 3 in Miami Dade County meet with the requirements for this proposal? Or have to be independently qualified as Section 3 for Broward County?



City of Pembroke Pines

Answer	Because the income guidelines are different for Broward and Miami-Dade, you will have to certify to Broward County's income guidelines and preferably hire someone from Pembroke Pines, but no further than beyond the Broward County jurisdiction. Section 3 is based on income and location of the employees.
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SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

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

Yes No

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

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

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by



companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

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

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

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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



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

Yes No

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

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

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

Yes No

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

- 1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$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 project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

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

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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



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

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

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

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

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact Bonfire support at Support@GoBonfire.com 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 QUANTITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

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

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

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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



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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

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

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

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



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

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

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

3.28 DEFAULT PROVISION

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

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

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

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

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



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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.31 SCRUTINIZED COMPANIES LIST

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

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

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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



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

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

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

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

3.34 CONE OF SILENCE

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

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

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

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



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

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

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

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

(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

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

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

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



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

3.36 JESSICA LUNSFORD ACT

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

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

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



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

A Proposal Security shall not be required for this project.

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY – RFQ # PL-24-02 Residential Home Inspection and Cost Estimating**" and sent to the:

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

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

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



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

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

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

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

B+ to A+

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

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



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

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

4.3 OWNER'S CONTINGENCY

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

funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or dperez@wasteprousa.com.



For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or rcolombo@ppines.com.

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.

4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL

GRANTOR AGENCY AND COMPTROLLER GENERAL

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

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

D. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal**



statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

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

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

E. COPELAND ANTI-KICKBACK ACT

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

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

responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

G. FEDERAL CLEAN AIR AND WATER ACTS

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

H. SUSPENSION AND DEBARMENT

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

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



are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

I. ANTI-LOBBYING

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

disclosures are forwarded from tier to tier up to the recipient.

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the



required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

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

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

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

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

(2) Assuring that small and minority businesses, and women's business

enterprises are solicited whenever they are potential sources;

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

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

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

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

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

M. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and



transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

N. RIGHTS TO INVENTIONS

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

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

P. DHS SEAL, LOGO, AND FLAGS

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

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

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

R. FRAUDULENT STATEMENTS

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

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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



any system, or as critical technology as part of any system.

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

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

The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or

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

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

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

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

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute



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

V. PERSONALLY IDENTIFIABLE INFORMATION

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

W. RIGHTS IN DATA

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

concerning the research and reporting tasks required.

X. INSPECTION AND ACCEPTANCE

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

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

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

Y. DOCUMENTATION OF COSTS

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

Z. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-



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

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

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

BB. PROHIBITIONS OF GRATUITIES

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



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD[YY])
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED YOUR COMPANY NAME HERE	INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	Companies providing coverage

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY CANCELLATION SHALL BE IN WRITING AND SHALL BE MAIL 30 DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE
		City Must Be Named as Certificate Holder



AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
((VENDOR))

THIS AGREEMENT (“Agreement”), is dated _____,
 (“Effective Date”) is entered into by and between:

THE 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

((((VENDOR)))), a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **(((ADDRESS)))** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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 _____, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to conduct _____, 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) # _____
“ _____ ”

1.2 On _____, the bids were opened at the offices of the City Clerk.



1.3 On _____, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform the _____ 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 _____ 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 CITY agrees to purchase and CONTRACTOR agrees to provide _____ for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). 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. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP) State Housing Initiatives Partnership (Ship) Program.**

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's RFQ # _____, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, incorporated herein and made a part hereof as **Exhibit "B"**, according to the prices and terms contained therein.

2.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any certain amount of or quality of Services identified in **Exhibit "A"**.

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.



2.5 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY for approval prior to advertisement or implementation as applicable.

2.6 CONTRACTOR shall perform Services in a professional manner and CONTRACTOR acknowledges that CITY is relying upon CONTRACTOR's professional knowledge and expertise to perform under this Agreement. CONTRACTOR shall perform Services in accordance with the schedule provided by CITY, unless the Parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

2.7 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 provide the Services as required herein and in accordance with **Exhibit "A"**, for a _____ period which shall commence on the effective date of this Agreement and expire _____ thereafter, or upon expenditure of all funds in conformance with the requirements of the program.

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

3.3 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing _____ 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.

3.4 **Termination for Cause.** 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 fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason,



CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 3.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than fourteen (14) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 3.4.2 CONTRACTOR becomes insolvent;
- 3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 3.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY's sole compensation to CONTRACTOR for the provision of Services herein required shall be based on the purchase orders submitted by CITY from time to time on an as needed basis to CONTRACTOR pursuant to the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP), State Housing Initiatives Partnership (Ship) Program, as more specifically provided in **Exhibit "A"**.

4.2 Upon completion of the Services identified in each purchase order, the CITY shall make final inspection of the Services rendered by CONTRACTOR in a reasonable and timely manner. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. If the CITY's inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement and purchase order(s) submitted by the CITY, the CITY shall receive the same. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Services, upon approval of the invoice, CITY shall pay the same within thirty (30) days.



4.2 If any of the required Services are rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY. Additionally, payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

4.3 **Method of Billing and Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. CITY shall pay CONTRACTOR monthly for all Service performed in accordance with this agreement that have been inspected, accepted, and properly invoiced. Invoices submitted by CONTRACTOR shall include the date of service, service performed, hours spent, location of services, and any other information reasonable required by the CITY. The CITY shall within thirty (30) days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s Director of Planning and Economic Development or his or her assignees. Payment will be made to CONTRACTOR at:

ARTICLE 5
GUARANTEE OF SERVICES

CONTRACTOR warrants and guarantees that the Services performed hereunder and each individual good or item rendered, including all components and all installed accessories and equipment, shall be fit for its intended use. CONTRACTOR agrees to provide a warranty as to fitness for all goods and items rendered for a period of one hundred and eighty (180) days following acceptance or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement, for each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by 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.



6.2 CONTRACTOR's aggregate liability resulting from this Agreement shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR.

6.3 Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Party's responsibility to indemnify.

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

ARTICLE 7 **INSURANCE**

7.1 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.

7.2 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.

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) 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.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of this 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 this 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 ten (10) years after the delivery of goods/services or final payment under 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

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

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

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

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired



vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

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

Yes No

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

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$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

7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than ten (10) 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.

Yes No

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

7.6.7 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 this 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

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

Yes No

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

Yes No

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

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

Yes No

7.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the



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

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) 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 this 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, H.U.D., 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 this 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

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.

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 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 **CONTRACTOR** currently complies with the requirements of Section 35.39 of the CITY’s Code of Ordinances.

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**):

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



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

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

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

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

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

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

ARTICLE 21

EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is



attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

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

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

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

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

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

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

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

ARTICLE 22
FEDERAL REQUIREMENTS



Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

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

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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



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

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

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

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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



administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No contractor or subcontractor contracting for



any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (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 **Subcontracts.** 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 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,



42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

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

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal



award. Such disclosures are forwarded from tier to tier up to the recipient.

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

22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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



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

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

22.16.1 **Prohibitions.**

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

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

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

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

ARTICLE 23 **MISCELLANEOUS**

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

23.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly,



the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

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

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

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

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

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040



City of Pembroke Pines

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: _____

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

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

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

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

23.11 Entire Agreement; Conflicts. This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of any conflict or ambiguity by and between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall govern and prevail, followed by Exhibit "A", and Exhibit "B".

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



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

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

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

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

(((Company Name)))

Signed By: _____

Printed Name: _____

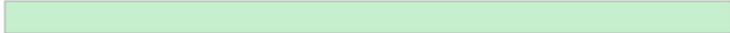






Title: _____



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



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 Benefits 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 Business 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.
Scrutinized Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
11 Questions		81.82% Complete	



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal Submission (Q-14FT)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Resume(s)	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional	File Type: PDF	Multiple	Optional	



Name	Type	# Files	Requirement	Instructions
Information	(.pdf)			

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	2361	Residential Building Construction	
US_NAICS_2022	23611	Residential Building Construction	
US_NAICS_2022	2362	Nonresidential Building Construction	
US_NAICS_2022	23621	Industrial Building Construction	
US_NAICS_2022	236210	Industrial Building Construction	
US_NAICS_2022	23622	Commercial and Institutional Building Construction	
US_NAICS_2022	236220	Commercial and Institutional Building Construction	
US_NAICS_2022	2381	Foundation, Structure, and Building Exterior Contractors	
US_NAICS_2022	23816	Roofing Contractors	



Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	238160	Roofing Contractors	
US_NAICS_2022	23819	Other Foundation, Structure, and Building Exterior Contractors	
US_NAICS_2022	238190	Other Foundation, Structure, and Building Exterior Contractors	
US_NAICS_2022	54135	Building Inspection Services	
US_NAICS_2022	541350	Building Inspection Services	
US_NAICS_2022	92615	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors	
US_NAICS_2022	926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors	

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/136947>.

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

2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/136947>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **May 21, 2024 2:00 PM EDT**.

The Question period for this opportunity starts Apr 25, 2024 8:00 PM EDT. The Question period for this opportunity ends May 06, 2024 11:30 PM EDT. 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 **May 21, 2024 2:00 PM EDT**. 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>

Portal

PL-24-02 - Residential Home Inspection and Cost Estimating Services



City of Pembroke Pines [Back to list](#)

Project Details

Project: Residential Home Inspection and Cost Estimating Services

Ref. #: PL-24-02

Type: RFQ

Status: CLOSED

Open Date: Apr 25th 2024, 7:00 PM EDT

Intent to Bid Due Date: May 21st 2024, 2:00 PM EDT

Questions Due Date: May 6th 2024, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: May 21st 2024, 2:00 PM EDT

Days Left: Submissions are now closed

Project Description:

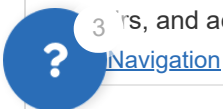
The City of Pembroke Pines is seeking to acquire proposals from qualified firms with specialized skills and interest in providing professional services to conduct residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair. The City will accept proposals from General Contractors, Appraisers, and Roof Inspectors.

The intent of this RFQ is to contract with residential home inspection firms to determine the extent of rehabilitation needed in residential homes and the cost estimate for each repair project. Services include inspections for general repairs, and accessibility modifications for the elderly/disabled.

May 2024

[prev](#) [next](#)

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



[Navigation](#)



Status	Event Name	Portal Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Apr 25th 2024, 7:00 PM EDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	May 6th 2024, 11:30 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	May 21st 2024, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	May 21st 2024, 2:00 PM EDT	Yes

Commodity Codes:

- US_NAICS_2022 2361 Residential Building Construction
- US_NAICS_2022 23611 Residential Building Construction
- US_NAICS_2022 2362 Nonresidential Building Construction
- US_NAICS_2022 23621 Industrial Building Construction
- US_NAICS_2022 236210 Industrial Building Construction
- US_NAICS_2022 23622 Commercial and Institutional Building Construction
- US_NAICS_2022 236220 Commercial and Institutional Building Construction
- US_NAICS_2022 2381 Foundation, Structure, and Building Exterior Contractors
- US_NAICS_2022 23816 Roofing Contractors
- US_NAICS_2022 238160 Roofing Contractors
- US_NAICS_2022 23819 Other Foundation, Structure, and Building Exterior Contractors
- US_NAICS_2022 238190 Other Foundation, Structure, and Building Exterior Contractors
- US_NAICS_2022 54135 Building Inspection Services
- US_NAICS_2022 541350 Building Inspection Services
- US_NAICS_2022 92615 Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors
- US_NAICS_2022 926150 Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors

Supporting Documentation:

File	Type	Description	Date Created	Actions
FAQs regarding the Bonfire Proposal Submission Form Questionnaire.pdf	Other	General Bonfire FAQs on Questionnaires	Mar 14th 2022, 7:00 PM EDT	<input type="button" value="Download"/>
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Nov 18th 2021, 4:45 PM EST	<input type="button" value="Download"/>
RFQ # PL-24-02 Residential Home Inspection and Cost.pdf	Documentation	1) RFQ	Apr 25th 2024, 7:06 PM EDT	<input type="button" value="Download"/>
Skip Top Navigation Certificate.pdf	Documentation	Attachment B	Nov 23rd 2021, 10:17 AM EST	<input type="button" value="Download"/>



Continuing Services Agreement (Federal).pdf	Portal		EDT	Download
Submission Instructions - PL-24-02.pdf	Documentation	General Bonfire Submission Instructions	Apr 25th 2024, 7:15 PM EDT	Download

Requested Information:

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

Questionnaires

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-14FT)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download

Other Completed Documents

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

Optional Documentation

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers

Vendors	# Files	Actions
BenG	2	View
BidNet	6	View
Blueprint Industrial Contractors	10	View
3 bridge LTD	84	View

[Skip Top Navigation](#)



			View
	Portal		
Constructconnect	7		View
Deltek, Inc.	6		View
Dodge Data & Analytics	7		View
Estate Media House	1		View
Fresco Inspections	5		View
Global Construction Estimating Corp	7		View
Gold Tree	8		View
Greenwood Property Inspection Services, LLC	3		View
Hazel Construction	1		View
Housing And Assistive Technology, Inc.	33		View
North America Procurement Council Inc., PBC	1		View
Pro-Roofing Systems LLC	1		View
RELYC CONTRACTOR	1		View
RiteView Inspections, LLC	8		View
Sanford Federal, Inc.	2		View
Shay Enterprise	7		View
SoFI Corporation	6		View
Supreme Builders Group LLC	16		View
The Urban Group	10		View
Tidal Basin Government Consulting LLC	7		View
TREASURE COAST CONTRACTOR INC	12		View
TSC ASSOCIATES INC	14		View
VISUAL	1		View

3

[Skip Top Navigation](#)



Portal

Vendors	Contact	Email	Phone	Subcontract Services
Blueprint Industrial Contractors	Leverria Belton	larrybelton@hotmail.com	3053338110	Inspection, construction, code violations resolve
RiteView Inspections, LLC	Vincent Smith	vincent@riteviewinspections.com	3057858517	Inspections

Messages

[Public Notices \(0\)](#)

[Vendor Discussions \(0\)](#)

There is currently nothing to display here.

Submissions and Subcontracting

This project is not open for proposal submissions at this time.



Vendor Discussions

No messages



Public Notices

No messages

Question Set 1: Tab 1 - Experience and Capabilities

Exhibit "B"

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	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	<p>Housing and Assistive Technology, Inc. ("HAT") is a South Florida not-for-profit organization that incorporated in October 2003. HAT has extensive experience with over Twenty (20) years working with both City and County governmental housing departments and or their representatives in the area of residential home inspection and cost estimating services. HAT has a dedicated team of qualified and experienced staff that include Licensed Home Inspector's, Registered Architects, Certified/Licensed General and Building Contractors, HCV Housing Quality Standards Specialist, Certified Aging In Place Specialist, CAPS and Certified Environmental Access Consultants, CEAC who have other certifications and degrees required to complete the work requirements described in the Residential Home Inspection</p>	
1.0.2	A minimum of two (2) years of experience is required. Please provide proof of such experience.	<p>HAT uses a team approach to work with the various City and County programs. Beth Kofsky, Executive Director – Project-Program Manager of HAT has been involved in both residential accessibility projects and general rehabilitation projects since 2003. These projects include governmental and private industry. Both Robert Klein is a state licensed Home Inspector, Architect and General Contractor and Daniel Leon is a Licensed and State Certified Home Inspector, that have extensive experience performing general home inspections, scope of work write up, cost estimating and design and construction management of residential housing projects. Robert has been involved in design and build projects in both the residential and commercial side including government facilities. Robert worked with Miami-Dade County Building and Zoning as a plan reviewer. Daniel has assisted</p>	
1.0.3	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	<p>Since 2004, Housing and Assistive Technology, Inc. ("HAT") currently and has worked in the City of Pembroke Pines providing residential and barrier-free/accessibility modifications (for the elderly/disabled) and housing inspections, cost estimates and construction case management through Community Redevelopment Associates of Florida-CRA. HAT and its staff are familiar and comfortable in serving the city and its residents. Since 2004 HAT has worked with neighboring cities and has experience operating major accessibility modifications/barrier-free programs, residential general rehabilitation home repair, weatherization and disaster recovery programs incorporated within housing contracts and will meet timely schedules, inspections and site visits as required per the contract.</p>	

<p>1.0.4</p>	<p>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.</p>	<p>1.Past Record or performance in Residential Home Inspection and Cost Estimating -including general rehabilitation and home modifications and accessibility with the City of Pembroke Pines dates back to 2004. After referral from city. Contact the homeowner with 24 hours. Goal is to see client within 48 – 72 hours after the referral. Appointment is on their schedule.</p> <p>2.Determine schedule and set up convenient appointment to conduct inspection asp.</p> <p>3.Staff of three can handle the anticipated level of city's referral work. If necessary additional staff can be added to meet any timelines and or deadlines required. HAT has other the required and licensed staff that are available to assist with</p>
<p>1.0.5</p>	<p>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.</p>	<p>HAT uses a team approach to work with the various City programs. HAT staff member: Beth Kofsky, Executive Director, Program Manager and has been a Residential Home Inspector with HAT since 2003 incorporation and has over 20 years' experience, and specific expertise in Residential Home Inspection and Cost Estimating Services for Federal and State Funded Housing and Community Development Programs. Project Manager-Home Rehabilitation Inspectors for Home Repair and Accessibility- Modifications Housing Projects. She has many certifications that include HCV Specialist, Certified Environmental Access Consultant CEAC, Certified Aging and Place Specialist-CAPS. Beth is Certified in COVID-19 SAFETY Guidelines for Home Inspectors and General Contractors-by the International Association for Other HAT Team Staff</p>
<p>1.0.6</p>	<p>It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.</p>	<p>Members include Robert Klein, Licensed and State Certified Home Inspector; HI 754, Registered Architect, AR0009610 and State Licensed Certified General Contractor, CGC 00967 and has assisted HAT in both design and construction projects and general inspection rehabilitation residential services and barrier-free home inspection related services. He has extensive experience performing residential general home inspections, performing mitigation and four-point inspections, cost estimating and design and construction management of residential housing projects. Assists with the scope of work writing, program inspections and reporting. Robert has been involved in design and build projects in both the residential and or commercial side including government facilities. Robert worked with Miami-Dade County Building and</p>

<p>1.0.7</p>	<p>It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.</p>	<p>Daniel Leon is a State Licensed Home Inspector LHI 14527 and has assisted HAT in both design and construction projects and general inspection rehabilitation residential services and barrier-free home inspection related services. He has experience performing residential general home inspections, performing mitigation inspections, cost estimating, scope of work writing and design and construction management of residential housing projects. All HAT inspection staff members are either Certified, Licensed, and State Certified and Degreed professionals with over 9 years' experience in conducting onsite inspections, bid specifications, cost analysis, environmental accessibility assessment and rehabilitation consultation, assistive technology products and service provision and universal design, disability related and "Aging in Place" design solutions for independent</p>
<p>1.0.8</p>	<p>Explain the ability and experience of the field staff with specific attention to project related experience.</p>	<p>A summary of HAT's professional work includes complete onsite general home inspections, barrier-free inspections-assessments and completed inspection reports required by the cities/county. A completed inspection at each property. The work specifications with pictures and a checklist completed with each project, a work specifications report provides a bid specification write-up, cost estimating details. This is then approved by the City's Contract Administrator. Once approved the work specifications must be approved and HAT meets with families to review the scope of work. Pre-bid construction meeting takes place with the Government Funded invitation with the Pool of Qualified Licensed General Contractors Vendor List for Housing Rehabilitation and Construction. Once completed, the city or agency that represents them complete bid spreadsheet and bid analysis after bids</p>
<p>8 Questions</p>		<p>100.00% Complete</p>

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
Reference #1: Reference Contact Information			
2.1.1	Name of Firm, City, County or Agency	City of Deerfield Beach	
2.1.2	Address	325 NW 2nd Avenue Deerfield, FL 33441	
2.1.3	Contact Name	Tameka Black	
2.1.4	Contact Title	Housing And Community Affairs Manager	
2.1.5	Contact E-mail Address	tblack@deerfield-beach.com	
2.1.6	Contact Telephone #	954-821-0492	
Reference #1: Project Information			
2.2.1	Name of Contractor Performing the work	Housing And Assistive Technology, Inc. Team Members-Beth Kofsky and Robert Klein-Daniel Leon	
2.2.2	Name and location of the project	City of Deerfield Beach	
2.2.3	Nature of the firm's responsibility on the project	Residential Home Inspection and Cost Estimating Services for Residential Rehabilitation Projects-provide photos and interim and final inspections	
2.2.4	Project duration	2 year contracts with 1 year renewal option 2002-2024	
2.2.5	Completion (Anticipated) Date	renwal is through 2026	
2.2.6	Size of project	average projects range in size of items approved-\$50,000.- \$75,000.00	
2.2.7	Cost of project	average projects range in cost from \$50,000.-\$75,000.00	
2.2.8	Work for which staff was responsible	Project Manager, Residential and Licensed Home Inspector: Beth Kofsky and Robert Klein	
2.2.9	Contract Type	SHIP, NSP, HUD, Home Residential Rehabilitation Program Home Inspection Cost Estimating	
2.2.10	The results/deliverables of the project	All clients served during the contract year and terms. Six in Progress this funding cycle.	
Reference #2: Reference Contact Information			
2.3.1	Name of Firm, City, County or Agency	City of Miramar	
2.3.2	Address	2200 Civic Center Place Miramar FL 33025	
2.3.3	Contact Name	Eric Silva, Andrew Azebeokhai	
2.3.4	Contact Title	Community & Economic Development Director-Andrew is the CEO CRA	
2.3.5	Contact E-mail Address	ebsilva@miramarfl.gov - andrew@crasouthfl.com	
2.3.6	Contact Telephone #	ES-954-602-3274 - AA-954- 401-2932	
Reference #2: Project Information			

2.4.1	Name of Contractor Performing the work	Housing And Assistive Technology, Inc. Team Members
2.4.2	Name and location of the project	City of Miramar-Home Repair Program
2.4.3	Nature of the firm's responsibility on the project	Residential Home Inspection and Cost Estimating Services for Residential Rehabilitation Projects-provide photos and interim and final inspections
2.4.4	Project duration	2021-2024-renewed through March 2024.New proposal submitted 04-2024
2.4.5	Completion (Anticipated) Date	March 2024
2.4.6	Size of project	average projects range 10-12 cases in size of items approved-\$50,000.-\$75,000.00
2.4.7	Cost of project	average projects range in cost from \$50,000.-\$75,000.00
2.4.8	Work for which staff was responsible	Project Manager, Residential and Licensed Home Inspector Beth Kofsky and Robert Klein-Daniel Leon
2.4.9	Contract Type	SHIP, NSP, HUD, Home Residential Rehabilitation Program Home Inspection Cost Estimating
2.4.10	The results/deliverables of the project	Over 10 Projects with homes completed with some new-2 and pending 2 projects still in progress.

Reference #3: Reference Contact Information

2.5.1	Name of Firm, City, County or Agency	Palm Beach County Dept. of Housing & Economic Development
2.5.2	Address	100 Australian Avenue Suite 500 West Palm Beach Fl. 33406
2.5.3	Contact Name	Bud Cheney
2.5.4	Contact Title	Manager, CIREIS Division
2.5.5	Contact E-mail Address	ccheney@pbc.gov
2.5.6	Contact Telephone #	561-233-3691

Reference #3: Project Information

2.6.1	Name of Contractor Performing the work	Housing And Assistive Technology, Inc. Team Members
2.6.2	Name and location of the project	West Palm Beach Owner Occupied Rehabilitation Projects under SHIP & ARPA funding.
2.6.3	Nature of the firm's responsibility on the project	Residential Home Inspection and Cost Estimating Services for Residential Rehabilitation Projects-feasibility studies, photos and interim and final inspections
2.6.4	Project duration	2023-2024 and New Contract 2024
2.6.5	Completion (Anticipated) Date	2026
2.6.6	Size of project	30-100 Homeowner Cases
2.6.7	Cost of project	Avg. Project \$75,000.00-\$95,000.00
2.6.8	Work for which staff was responsible	Project Manager, Residential and Licensed Home Inspector: Beth Kofsky and Robert Klein-Daniel Leon
2.6.9	Contract Type	SHIP, ARPA Funds Home Residential Rehabilitation Program Home Inspection Cost Estimating
2.6.10	The results/deliverables of the project	29 Home Project Inspections 25 projects in progress - 4 removed from program

Reference #4: Reference Contact Information

2.7.1	Name of Firm, City, County or Agency	City of Riviera Beach -Riveria Beach Community Redevelopment Agency
2.7.2	Address	600 W. Blue Heron Blvd Suite C-225 Rivera Beach, Fl 33404
2.7.3	Contact Name	Anetta Jenkins or Minoka Nugent
2.7.4	Contact Title	MN-Project Manager AJ-Director of Neighborhood Services
2.7.5	Contact E-mail Address	ajenkins@rbcr.com or mnugent@rbcr.com
2.7.6	Contact Telephone #	561-844-3408
Reference #4: Project Information		
2.8.1	Name of Contractor Performing the work	Housing And Assistive Technology, Inc. Team Members Beth Kofsky-Robert Klein-Daniel Leon
2.8.2	Name and location of the project	City of Riviera Beach
2.8.3	Nature of the firm's responsibility on the project	Home Inspections, Scope of Work Cost and Non-cost Before Pictures and Final Inspections
2.8.4	Project duration	2023 -in progress
2.8.5	Completion (Anticipated) Date	In progress
2.8.6	Size of project	20 Project inspections-in progress
2.8.7	Cost of project	Proeject size range up to \$50,000.00
2.8.8	Work for which staff was responsible	Project Manager, Residential and Licensed Home Inspector: Beth Kofsky and Robert Klein
2.8.9	Contract Type	Home and SHIP funds.
2.8.10	The results/deliverables of the project	20 inspections completed 2-final inspections to date 18 in progress
Reference #5: Reference Contact Information		
2.9.1	Name of Firm, City, County or Agency	City of Coconut Creek
2.9.2	Address	4800 W. copnas Road
2.9.3	Contact Name	Coconut Creek, Fl 33063
2.9.4	Contact Title	Community Enchancement Manager at City of Coconut Creek
2.9.5	Contact E-mail Address	dnelson@coconutcreek.com
2.9.6	Contact Telephone #	(954) 956-1470
Reference #5: Project Information		
2.10.1	Name of Contractor Performing the work	Housing And Assistive Technology, Inc. Team Members Beth Kofsky-Robert Klein-Clark Arevalo
2.10.2	Name and location of the project	City of Coconut Creek
2.10.3	Nature of the firm's responsibility on the project	Home Inspections, Scope of Work Cost and Non-cost Before Pictures and Final Inspections-Barrier Free Housing Projects
2.10.4	Project duration	2017-1019
2.10.5	Completion (Anticipated) Date	2 years 2019
2.10.6	Size of project	2-8 clients annually
2.10.7	Cost of project	\$25-\$40,000.00

2.10.8	Work for which staff was responsible	Project Manager, Residential and Licensed Home Inspector: Beth Kofsky and Robert Klein
2.10.9	Contract Type	Home, SHIP and NSP funding.
2.10.10	The results/deliverables of the project	Projects Completed within the time frame of contract year.
80 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.	Complete onsite, general home inspections, barrier-free review can be a completed inspection within a report required by the cities and county programs. A bid specification write-up, cost estimating details. Once approved, a pre-bid construction meeting takes place with the Government Funded Pool of Qualified Licensed General Contractors Vendor List. City completes a bid analysis - reductions when necessary. A Final Price Agreement and contract with the homeowner is required. HAT meets with families to review the scope of work. HAT then conducts mandatory pre-construction meetings with both the client and contractors. The meeting is a thorough review of the work specifications to be completed. These specifications are always reviewed with the clients. For this program both an interim and final inspection may be required. The final inspection, final inspection	
3.1.2	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	Prepare appropriate scope of work for residential rehabilitation projects that comply with the Florida Building Code standards - comply with Broward County, Florida, Codes and/or ordinances -Comply with the City of Pembroke Pines Land Development Codes as adopted -Comply with the Federal Housing Code: Housing Quality Standards -Comply with all applicable Federal, State and Local codes -Stop weatherization penetration to make residences more energy efficient Abate health and safety issues in residential structures - Provide safe electrical and mechanical systems - Improve the general conditions of residential structures. Provide cost estimates in keeping with City Approved standards. Demonstrate the	
3.1.3	How would you organize this project in terms of milestones?	The organizational chart explains each step, personell and tasks to perform all activities for each referral provided. The projects are organized based on steps, procedures and guidelines provided by the City and program. Section Other Information has the organizational chart the shows progression, steps and task completion and milestones.	

<p>3.1.4</p>	<p>Identify any issues or concerns of significance that may be appropriate.</p>	<p>HAT affirms that the company and its employees will follow the City's policies; and shall follow Federal, State and Local Laws as stated herein this submitted proposal as reviewed in the RFQ PL-24-02. Housing and Assistive Technology, Inc. ("HAT") is a South Florida not-for-profit organization with the experience and knowledge to provide the General Residential Home-Accessibility Modification Home Inspection and Cost Estimating Services. HAT has a background serving all types of homeowners including seniors and persons with disabilities regardless of age or disability utilizing various funding sources. Regardless of the homeowner's income HAT can serve the City of Pembroke Pines with the Home Repair Program utilizing various funding sources to include and not limited to HOME, CDBG and SHIP. HAT currently conducts Home Repair and Residential Home</p>
<p>3.1.5</p>	<p>A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.</p>	<p>HAT's dedicated staff and team have a long-standing track record and experience working with the City of Pembroke Pines and CRA Administrators. The record dates back to 2004 with the same City and similar work in other Broward Cities administering same or similar Home Repair Programs. The staff and Team of HAT has the qualifications and requirements that make us the most effective and beneficial Proposers qualified. The team has the following credentials including: Two State Licensed Home Inspectors, a Registered Architect, a Licensed State General and Building Contractor and a HCV Housing Quality Standards Specialists, Certified Environmental Accessibility Consultants (CEAC), and Certified Aging in Place Specialists (CAPS), ensure this professional and experienced team can perform and carry out all of the duties effectively and efficiently to benefit the City of</p>
<p>Quality</p>		
<p>3.2.1</p>	<p>How do you ensure the quality of your services? What criteria do you use to measure your quality?</p>	<p>Perform comprehensive inspection, visual or otherwise as required, prepare written inspection report identifying any and all defects. The Residential Home Inspection report must include two sets of color photos of those items needing repair or replacement. Complete scope of work that adheres to the City's Residential Home-Rehabilitation or Accessibility Modifications for elderly/disabled for the Program Property Standards. Provide line-item cost estimates that adhere to City's approved standards. Work with City's quality control inspector, program staff and consultants to finalize work specifications. Organize and conduct pre-bid mandatory (meetings) conferences for each project utilizing the City's approved general contractor's</p> <p>Complete all inspections and work specifications in a timely manner. Establish and maintain professional and pleasant rapport with the City, Consultant, and property owners. Must adhere to federal provisions, including record keeping, equal opportunity and Section 3 clauses, etc. included in this RFQ.</p>

<p>3.2.2</p>	<p>How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?</p>	<p>It mistakes and errors occur as this is possible the team works to correct errors and project items quickly with the homeowners. This is essential to perform the required job. If items are needed or missing the team and we work with contractors to be sure they work is on an addendum to add features that are missing, HAT works with team members, family and contractors to quickly resolve concerns on all fronts. The homeowners will have the HAT Staff's mobile and office phone numbers for easy access and for open and clear communication opportunities. Once the project is awarded the homeowners are instructed by the home Inspector to feel free and to call them at any point during the project. Especially and immediately if any concerns arise regarding the scope of work, non-work or work activities being performed at their home. All concerns are important large and or small. Simple or more complex questions or</p>
<p>3.2.3</p>	<p>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.</p>	<p>Beth Kofsky, Robert Klein and Daniel Leon extensive report writing experience. Beth Kofsky has over twenty-five years of combined experience in a variety of Project Management, Scope of Work and Cost Estimating within Residential Rehabilitation City and County Home Repair Programs. Record keeping and documentation organization for projects are essential and critical to the project management requirements. Beth and all team members have both strong oral and written communication skills. The team can interact well with diverse groups, is a problem solver and always focused on the tasks at hand. Beth and team members are proficient in Microsoft Office suite, Neighborly Software Program, and inspection software and</p>
<p>8 Questions</p>		<p>100.00% Complete</p>

Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	Housing And Assistive Technology, Inc.	
4.1.2	Company Address	2000 Towerside Terrace #505 Miami, Fl. 33138	
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	Beth Kofsky	
4.2.2	Contact Title	Executive Director-Project Manager	
4.2.3	Contact E-mail Address	kofskyb@bellsouth.net	
4.2.4	Contact Telephone Number	305-608-0692 cellular 305-572-9005 office	
Authorized Approver			
4.3.1	Contact Name	Beth Kofsky	
4.3.2	Contact Title	Executive Director-Project Manager	
4.3.3	Contact E-mail Address	kofskyb@bellsouth.net	
4.3.4	Contact Telephone Number	305-608-0692 or 305-572-9005	
Professionally Licensed Engineer for the Project / Single Point of Contact			
4.4.1	Contact Name for the single point of contact, that is a professionally licensed Engineer, for this project, when/if awarded.	Robert Klein or Daniel Leon	
4.4.2	Contact Title	home inspector project manager	
4.4.3	Contact E-mail Address	kofskyb@bellsouth.net	
4.4.4	Contact Telephone Number	305-572-9005	
15 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	Never had a different name.
5.1.2	At what address was that business located?	Non Applicable	
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	See the section other items and the organizational chart.
Subcontracting			
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	
Bankruptcy 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.	HAT Corporation has never filed for bankruptcy and or has impending mergers.	
Bond Claims			
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).	HAT Corporation - NA.	
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.	Litigation, Criminal investigation, lawsuits, complaints and or violations: HAT has had no litigation, criminal investigation, (both substantiated and inconclusive complaints filed) or violations related to any work performance of the services by any group, governmental agency to be rendered herein and or (while in performance of their duties) or any matters against the company, Board Members or Employees during its inception 2003 to date. Regarding any matters.	
Criminal 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.	HAT has had no litigation, criminal investigation, (both substantiated and inconclusive complaints filed) or violations related to any work performance of the services by any group, governmental agency to be rendered herein and or (while in performance of their duties) or any matters against the company, Board Members or Employees during its inception 2003 to date. Regarding any matters.	
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	
Debarment/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	HAT has had no litigation or violations related matters against the company, Board Members or Employees during its inception.
Similar Experience & Contracts			
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.	<p>Currently, HAT has had an excellent track record dating back to 2004 with providing similar such Government related services defined in <u>RFQ#PL-24-02</u> for Federal State-CDBG, HOME and SHIP to the following cities currently and in the past 20 years to: City of Riviera Beach, City of Plantation, City of Pembroke Pines, City of Miramar, and the City Of Deerfield Beach, City of Sunrise, City of Pompano Beach, City of Hialeah, Coral Springs, Broward and West Palm Beach County, Town of Davie, City of Tamarac and for the Barrier-Free Residential Rehabilitation Housing Inspections/Cost Estimating Services for the City of Coconut Creek. HAT uses a team approach to work with the various City programs. HAT staff members and team work to complete the work. Beth Kofsky, Executive Director, Project Manager and has been a Residential Home Inspector</p>	
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.

#	Question	Response	Comment
Vendor Information Form			
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	
Company Profile			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn 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 Business 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 Benefits 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?	Complies Fully	
Scrutinized 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	<p>Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal?</p> <p>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.</p> <p>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.</p>	Completed Lobbying & Debarment Certifications	
6.11.2	<p>Did you submit a completed "Standard Form - LLL, "Disclosure Form to Report Lobbying" in the Vendor Registration Portal?</p> <p>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.</p>	Yes	HAT does not pay for and or hire any firms for lobbying. HAT has never paid for lobbying.

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?

No

13 Questions

100.00% Complete



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Executive Director - Project Director
(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 Ben Kofsky Ben Kofsky

Title Executive Director

Name of Company Housing And Assistance Technology, Inc

Robert Klein, AR, HI, CGC
1075 Miami Gardens Drive #303W
Miami, Fl. 33179

Education

1967	Kingsborough Community College	Brooklyn, NY
Associate of Art		
1971	City College of New York	New York, NY
Bachelor of Science in Architecture		
1972	City College of New York	New York, NY
Bachelor of Architecture		

Licenses, Certifications and Registrations from the Florida Department of Business and Professional Regulation:

State Certified Home Inspector	HI 1754
Registered Architect	AR009610
State Certified General Contractor	CGC009765

Languages: English and Spanish- Fluent

Qualifications

2003 - Current

Principal – Klein Inspection Services **Miami, FL**
Robert Klein General Contractor Inc.
Robert Klein – Registered Architect

2010 - Current

Housing and Assistive Technology, Inc. (HAT) **Miami, FL**

Consulting On-Staff Home Inspector, Architect and General Contractor
City and County-Rehabilitation Program Home Inspections
Scope of Work and Cost Estimating within Residential Rehabilitation City and County Home Repair Programs. Proficient in a variety of systems including Microsoft Office, Construction, Residential Repair, and Remodeling and Data Books and software to complete the requirements of the home repair residential cost estimating projects.

- HQS Inspection Services for Palm Beach County-Programs; Active-August Renewed 2023 and July 2022 completed. Proposal submission 05-2024.
- City of Riveria Beach Community Redevelopment Agency-Reclaim Program Specification Writing Services July 2023-Current. Active
- Palm Beach County, Department of Housing and Economic Development – Residential Housing and Rehabilitation Program-Specification Writing Services; 2022-2023-Renewed 2024-2026
- City of Deerfield Beach CDBG, SHIP, HOME and NSP Regular Home Repair Residential Rehab and Accessibility Home Repair Programs. Renewed 2024-2026. Contracts Completed; 2022-2024-2020-2022. 2016-2020
- City of Pembroke Pines CDBG, SHIP, HOME and NSP Residential Rehab Programs; Active: 2022-2024, 2019-2022; Contracts completed 2009-2019.

- City of Miramar CDBG, SHIP, HOME and NSP Residential Rehabilitation Proposal submission 2024. Contract. Active 2021-2024. Proposal Submitted 04-2024. Contracts Completed 2021-2018, 2014 to 2018
- City of Hialeah: SHIP-Residential Rehabilitation and Emergency Repair Programs; 2019-2021.
- City of Plantation CDBG, SHIP, HOME and NSP Residential Rehab Programs. 2020-2021. Contracts Completed 2019-2009.
- City of Pompano Beach: Residential Rehab Programs; Residential Rehabilitation and Emergency Repair Programs; 2020.
- City of Coconut Creek CDBG/SHIP Minor Home Repair/Residential Rehab Programs-Barrier-Free Housing Program. Completed 2017-2019 Completed 2015-2017and 2013-2015:

Major Responsibilities for Home Inspection, Architectural, Design and Construction Services from 1972 - to Current Include:

- Residential, commercial, and condominium architecture/construction/inspections
- 40-year re-certifications
- 4-point insurance verification
- Windstorm insurance mitigation affidavits
- Shutter insurance mitigation affidavits
- Expert in building Code requirements
- Remedial estimates
- Meet schedules, timelines, and deadlines for project completion requirements.
- Expert in wood structures
- Inspections include structural, plumbing, electrical, air conditioning, roof, termite, pool, sea wall
- Complete Residential and Commercial Onsite Home and/or Building Inspections – ADA Compliance
- Complete Bid Specification-Inspection Finding Reports - Work Write Ups
- Barrier-Free Architectural Design and Construction Services and Barrier-Removal
- Construction and Repair Work – may require specifications and CAD drawings.
- Architectural drawings, contract documents
- Complete Cost Estimates and On-Site Analysis of work requirements
- Conduct the Bid Obtainment Process and Formulation, Analysis and Bid Review
- Conduct and or coordinate weatherization, energy efficiency, inspections, and hurricane Preparedness inspections and remediation protocol and services; HPLM program
- Conduct Pre-Construction Meeting with General Contractors and Clients
- Ensure Permits and providers meet the Inspection Report Criteria and bid specifications.
- Conduct Onsite Inspections (Interim, Mid and Final Inspections)
- Oversee work with Architects, Engineers, Licensed General Contractors and Sub-Contractors
- Complete and Oversee the Payment Processing for Contractors –meet deadlines/timelines.
- Complete, Feasibility Study, Inspection Assessment, Monthly Reports, Schedules, and Provide Before and After Pictures of Properties and Property - Residences
- Follow and Ensure Code Compliance Rehabilitation Standards are met.
- Provide Conflict Resolution between clients and general contractors and associated subs and vendors.
- Coordinate both Mold, Asbestos or Lead Based Paint Inspections-implement Remediation Protocols and Services
- Conduct permit history and property search regarding permitted work history
- Provide Progress and Monthly Project Status Reports
- Participate in meetings with the Homeowners, Private Providers, County, City, and

Robert Klein, AR, HI, CGC
1075 Miami Gardens Drive #303W
Miami, Fl. 33179

associated Consultants.

- Provide and ensure Release of Lien, Warrantees, and Certificate of Completion to client.

1998 – 2003 Chief Home Inspector
James Jones Inspections, Inc.

Miami, FL

1992-1998

Franklin R. Harris, Architects and Engineers, Inc.

Miami Lakes, FL

Project Architect

Garrison Cruise Terminal – Tampa, FL

Cruise Terminal 18 – Port Everglades, Fort Lauderdale, FL

Cypress Creek Terminal Contract Administration – Tri-rail Station

Hialeah Railroad Terminal – Service Bathroom Redesign

1992-1993

Architect: Plan Reviewer and Examiner – Thru a Special Project with Franklin R. Harris
Miami-Dade County Building and Zoning Department

1972-1992

New York and Southeast, Fl.

Chief Architect and Project Architect – Various Projects Include:

Residential developments – Multi-family and Single-Family Homes

Center Design and Development

Warehouse Design and Development

Apartment Buildings Design and Development

Commercial and Residential Remodeling

BETH JOY KOFSKY
2000 TOWERSIDE TERRACE, SUITE 505
MIAMI, FL 33138

305 572-9005 Office

305 608-0692 Cell

305 892-9811 Fax

Email: kofskyb@bellsouth.net

Website: www.housingandassistivetechology.com

EDUCATION

- **Florida International University**, Miami, FL
 - o Master of Health Services Administration, December 1985
- **Florida State University**, Tallahassee, FL
 - o Bachelor of Science, Education, May 1981

CERTIFICATIONS

- COVID-19 Safety Guidelines for Home Inspections and Contractors
- Completed HCV Housing Standards Inspectors Course
- HCV Housing Quality Standards Specialist --HQS
- Certified environmental Access Consultant (CEAC) through VGM—Live at Home
- Certified Aging in Place specialist (CAPS) through the National Association of Home Builders (NAHB)
- Certified Assisted Housing Manager (CAHM) through Quadel Consulting Corporation – National Leased Housing Association

COURSES

- U.S. Department of Housing and Urban Development, Office of healthy Homes and Lead Hazard Control's -- Visual Assessment Course (Pursuant to 24 Code of Federal Regulations Par 35)

EXPERIENCES/QUALIFICATIONS

- October 2003 – present
Executive Director
Housing and Assistive Technology, Inc.
Miami Dade and Fort Lauderdale, FL
- Beth Kofsky has over twenty-five years of combined experience in a variety of Project Management, Scope of Work and Cost Estimating within Residential Rehabilitation City and County Home Repair Programs. She has both strong oral and written communication skills. She is able to interact well with diverse groups, is a problem solver and always focused on the tasks at hand. She is proficient in Microsoft Office suite, Neighborly Software Program and uses a variety of systems including Construction, Residential Repair, and Remodeling and Data Books and software to complete the requirements of the home repair residential cost estimating projects.

Since 2003 has served as the Executive Director and she has over (23 years) or 40,000 hours of work experience in the field of Residential Rehabilitation Inspection and cost estimating services with both Federal and State Funded Housing Programs. The Programs cover Palm Beach County, Miami-Dade and Broward Counties. The work includes residential-home inspections, accessibility-barrier-free inspections and cost estimating services. HAT currently and in the past, has worked on numerous projects with various Cities and Community Development Programs, their consultants as well as the Community Redevelopment Associates of Florida (CRA) Minority Builders Coalition, Inc. and City of Deerfield Beach Housing Authority and their staff with operating the designated Residential Home Repair and Accessibility Projects, Minor Home Repair and Neighborhood Stabilization Programs (NSP).

In addition, HAT also provides HCV Housing Quality Standards onsite home repair rehabilitation inspections, environmental accessibility adaptation/assistive technology assessments, cost estimating, work specifications, bid obtainment and reviewing cost estimates for the State of Florida Medicaid Developmentally Disabilities Waiver Programs.

Housing and Assistive Technology, Inc. was approved as a Residential Home Inspection and Cost Estimating Services Inspector for Regular Home Repair and Accessibility Home Repair Programs in the following cities-county with Active and previous Contracts and or Projects:

- City of Riviera Beach Community Redevelopment Agency-Reclaim Program - Specification Writing Services; July 2023-Current. Active
- Palm Beach County, Department of Housing and Economic Development – Residential Housing and Rehabilitation Program-Specification Writing Services; 2022-2023 Renewed 2024-2026.
- City of Deerfield Beach CDBG, SHIP, HOME and NSP Regular Home Repair Residential Rehab and Accessibility Home Repair Programs. Renewed 2024-2026; 2022-2024, Contracts Completed 2020-2022. 2016-2020. Proposal Submission May 2024.
- City of Pembroke Pines CDBG, SHIP, HOME and NSP Residential Rehab Programs; Active: 2022-2024 Active. Contracts completed 2019-2022 and 2009-2019. Proposal Submission May 2024.
- City of Miramar CDBG, SHIP, HOME and NSP Residential Rehabilitation Programs Contract. Active 2021-2023. Contracts Completed 2021-2018, 2014 to 2018. Proposal Submission May 2024.
- HQS Inspection Services for Palm Beach County-Programs; Active-August 2023-2024 and July 2022. Proposal Submission May 2024.
- City of Hialeah: SHIP-Residential Rehabilitation and Emergency Repair Programs; 2019-2021.
- City of Plantation CDBG, SHIP, HOME and NSP Residential Rehab Programs. 2020-2021. Contracts Completed 2019-2009.
- City of Pompano Beach: Residential Rehab Programs; Residential Rehabilitation and Emergency Repair Programs; 2020.

Beth Joy Kofsky

May 2024

- City of Coconut Creek CDBG/SHIP Minor Home Repair/Residential Rehab Programs-Barrier-Free Housing Program. Completed 2017-2019 Completed 2015-2017 and 2013-2015:
- City of Coral Springs; completed 2014-2017 and 2013-2015 and 2010-2013

Previous Projects and Contracts 2004-2013:

Broward County 2004-20013: In 2004 Housing and Assistive Technology, Inc. received an initial contract for \$148,280 from Broward County's State Housing Initiative Partnership (SHIP) Special Needs Barrier Free Program. In 2005, HAT received a new contract for \$424,410. The contract was amended in October 2006 for \$226,666. HAT was awarded \$160,000 in late 2007 for the FY 2007-2008 and HAT also was awarded an additional \$226,666 through the amended 2006-07 contract. In 2008, HAT was awarded the Broward County contract in the amount of \$600,000 for SHIP Special Needs Barrier Free Program. September 2009 – 2013 HAT was awarded \$890,652.00 with two contract extensions. To date HAT has received \$1,937,343.20 in contracts from Broward County and served sixty-one (61) clients throughout the county.

City of Sunrise: HAT has held contracts and worked for the City of Sunrise operating the designated Barrier-Free, Minor Home Repair and Disaster Recovery Initiative - Programs (NSP) during 2008-2009 severing thirty-five (35) clients utilizing over one million dollars in funding.

Ms. Kofsky has provided services for programs utilizing various funding sources including Community Block Development Grants (CBDG) Funding, Home Funds and State Housing Initiative Partnership (SHIP) Funds, DRI and Neighborhood Stabilization Program (NSP) funding.

- 1993 – 2004

**Assistant Director
Stein Gerontological Institute
(SGI is a subsidiary of the Miami Jewish Health Systems)
Miami, FL**

Beth Kofsky managed the Housing and Assistive Technology Division at SGI, operating major architectural/barrier-free residential rehabilitation housing contracts throughout Florida. Beth Kofsky also served as the South Florida Regional Coordinator for the Florida Alliance for Assistive Technology Services (FAAST) project that was located at SGI. FAAST is a federally funded Statewide Grant Initiative in the State of Florida.

FAAST-SGI Major Responsibilities Include:

I developed, implemented, and managed assistive technology programs, services and program staff. I provided assistive technology products and service-related information and referral, outreach, educational training, presentations, workshops, and technology demonstrations on various advocacies, and disability related laws. I provided educational topics on assistive technology products and services for professionals, allied healthcare professionals, community providers, and persons with disabilities, regardless of age or disability. During the program, over 50,000 persons were served and over 3,000 event

Beth Joy Kofsky

May 2024

demonstrations, training and outreach was provided statewide. This project was funded by the National Institute of Disability Education and Research "NIDRR".

Major responsibilities for both companies from 1994 - to current include:

- Follow Industry Standard for Cost Estimating measure, using current methods including industry knowledge, RS means, and software programs.
- Home Inspections-Residential Rehabilitation-Home Repair Programs –for Palm Beach County and Numerous Broward Cities
- Home Inspections-Accessibility Home Repair Projects – for Palm Beach County and many Broward Cities
- Onsite Assessments, Feasibility Studies, based on Rehabilitation Standards
- Complete Inspection Reports and provide monthly reports and follow all schedules provided.
- Barrier removal and home modifications and Environmental Accessibility Assessment Services
- After referral from County and the City or Cities Representative review the Lead Base Paint report provided. (If lead is found this will be identified in bid specification report and checklist along with the proper measures for remediation). Review Lead Based Paint reports for mitigation as needed
- Review the mold report and incorporate all findings and any remediation required into the Bid Specification Report
- For seniors and disabled homeowners identify architectural barrier-removal
- Review code violations and permits completed on property to determine deficiencies
- Identify Failure and/or housing quality stands (HQS) Deficiencies provided by HUD in home and document any required corrective action to take place
- Complete Scope of Work (Work Write-Up) or Bid Specification
- Scope of work will include the Cost Estimates and Analysis of Work to be completed per home
- Provide the completed report for review and approval to the city or the cities representative – once approved. Complete all paperwork for the program.
- Take before photos matching the line items needing repairs
- Meet with homeowner for review and approval by owner and others of the scope of work
- Send out A Pre-Bid Mandatory Notice to all approved list of County-City Approved Contractors
- Prepare a sign in sheet for Pre-Bid Meeting of all contractors in attendance – this will be provided to the City-County with all the required paperwork
- Review the Scope of Work and answer any and all questions at the pre-bid meeting with contractors – walk through the entire project
- If changes occur at pre-bid meeting issue an addendum to Scope of Work to all Contractors in Attendance and copy the city-county and its Representative
- Complete interim inspections as required up to two or more and as needed
- Conduct a final inspection after all work is completed (Certificate of Completion from the building department is provided) and the work is done with final photos and reports.
- All incomplete inspections done as finals may require a punch out list of work needed to be completed by the contractor.
- A final inspection report – Final Invoice Package and two sets of pictures will be submitted

Beth Joy Kofsky

May 2024

- If required provide Conflict Resolution with Homeowner and General Contractor
- Hurricane Loss Mitigation Program (HPLM) project management experience.

AFFILIATIONS/MEMBERSHIP

- VGM Group
- National home Builders Association, South Florida Chapter
- American Society on Aging (ASA)
- Rehabilitation Engineer Society of North America (RESNA)
- Elder Service Resource Network
- Business Coalition of Americans with Disabilities (BCAD)
 - Board of Directors, 1991 – present
 - President, 1997 – 1998
- College Access Retention and Employment (CARE) Program for Miami Dade Community College
 - Member Advisory Council, 1997
- Employer Resource Council (ERC)
 - Life Member
- Southeast Americans with Disabilities Act Network

LECTURER/INSTRUCTOR

- Assisted in the development of **Project ABC's: Interdisciplinary Fundamentals in Adaptive & Assistive Technology**. This 2001-2005 online course is offered through the University of Miami Mailman Center to professionals in the healthcare field, students, family members and consumers.
- Lecturer: **Home Modifications and Accessibility Guidelines -- Residential**, Barry University, School of Occupation Therapy. 2012 - present
- Instructor: U. S. Department of Education, Rehabilitation Services administration. Florida International University, **Occupational Therapy Long Term Training in Severe Disability and Assistive Technology**. 1997 - 2000

SPEAKING ENGAGEMENTS

- **Webinar Presenter – The Rehabilitation Emergency Repair Part 2**
“Home Inspection Process – COVID-19 Guidelines”
Florida Housing Finance Corporation – April 14-2020
- **Home Modifications and Assistive Technology Design Solutions for Independent Living**
Barry University, School of Health, Occupational therapy Program
March 2024, May 2023, July 22, 2020-2014
- **Environmental Accessibility Adaptations and Assistive Technology**
Agency for Persons with Disabilities, Central Region, South Florida Region
February 10, 2018, March 7, 2017, December 21, 2016
- **Home Safety for Independent Living**

Beth Joy Kofsky

May 2024

Parkinson's Roadmap for Education and Support Services (PRESS) Group,
American Parkinson Disease Association
May 8, 2017

- **Home Modifications and Assistive Technology Solutions**
Memorial Rehabilitation Institute Clinical Rehabilitation Services-M.
Regional South Hospital, Hollywood, FL
June 6, 2017
- **Is Your House Ready to Care for You?**
Law Offices of Stephanie Snyder, Guardian Attorney, Forest Lawn South,
Davie, FL
May 19, 2015
- **Home Modifications and Assistive Technology Training**
Broward Health North, Deerfield Beach, FL
July 18, 2015
- **Safe Patient Handling and Assistive Technology and Home Modifications Applications- (Independent Consultant and Trainer-South Eastern United States)**
ArjoHuntleigh Corporation
2010- 2013

AWARDS

- **Amy Award for Making Beyond Adversity --T.V. Show a Reality**
Presented at the Possibilities Ball and Amy Awards to Beth Kofsky, FAAST
and Stein Gerontological Institute
2001
- **Top Rehabilitation Professional**
Business Coalition of Americans with Disabilities
1997
- **Barrier-Free Design Award**
Business Coalition of Americans with Disabilities
1997

Daniel Leon

Home Inspector

HI14527

Daniel Leon

16941 NW 52 Ave
Miami Gardens, FL 33055

305.766.3947
soflohomeinspections@yahoo.com

Skills

- Skilled in construction and repair work
 - Maintenance knowledge
 - Native knowledge of both languages: English and Spanish
 - Cost estimating
 - Knowledge and understanding of city and county regulations, ordinances, and local Florida building codes.
 - Excellent attention to detail and communication
 - Certified forklift driver
 - Report writing of findings using software Homegauge, Excel, Adobe, and Microsoft.
-

Experience

So Florida Home Inspection / Owner

FEBRUARY 2021 - PRESENT, Miami, FL

- Performed 150+ professional property inspections, communicated with buyers, real estate agents, and insurance agents
- 4-Point insurance verification, windstorm insurance mitigation affidavits, and shutter insurance mitigation affidavits.
- Licensed by the state to inspect all safety aspects in a building, plumbing, electrical, foundation, structural, roofing, HVAC, flooring, decking, and more.
- Conducted inspections using standard forms consistent with knowledge of industry standards and requirements for various types of properties.
- Cost estimating
- Completed detailed inspection reports including providing beneficial advice and recommendations.
- Tested electrical outlets for proper function, documenting signs of unsound wiring and verifying installation of GFCI outlets where required by law or regulation.

Housing and Assistive Technology/ Consultation Home Inspections

September 2015 - PRESENT, Miami, FL

HL Superior Corp/ Construction Laborer

September 2015 - PRESENT, Miami, FL

- Performed maintenance and construction work following design and construction based on permits, agriculture, and engineering plans.
- Handled routine repairs to buildings such as installing or repairing electrical wiring, plumbing, drywall, and painting.
- Design, construction, demolition and disposal.
- Costs estimating

- Meeting with building inspectors on job sites.
- Maintained a clean, orderly, and safe construction site.
- Ability to use a variety of power tools and equipments: air hammers, cement mixers, hoists, cement grinders, and blow torches
- Loading and unloading building materials and machinery for jobs



TAB 1.5.4

OPTIONAL INFORMATION

Re: City of Pembroke Pines Request for Qualification RFQ# PL-24-02 for
"Residential Home Inspection and Cost Estimating Services.

Miami-Dade Office: 2000 Towerside Terrace #505 Miami, FL 33138
Mobile: (305) 608-0692 Office: (305) 572-9005 ▪ Fax: (305) 892-9811

Broward Office: Insight for The Blind

Website Address: www.housingandassistivetechology.com ▪ E-mail Address: kofskyb@bellsouth.net



**RESIDENTIAL INSPECTION AND COST ESTIMATING SERVICES
RFQ-PL-24-02**

TABLE OF CONTENTS-OPTIONAL OTHER INFORMATION

OPTIONAL OTHER INFORMATION	Pages 1-13
Cover and Title Page	Pages 1-1
Table of Contents	Pages 2-2
1. <u>Letter of Interest</u>	Pages 3-4
Total 2 Pages	
2. Board-Team of professionals performing the work	Pages 5-6
3. Organizational Chart of Staff Performing Work	Pages 7-7
4. Corporate Resolution	Pages 8-8
5. Corporate Certification	Pages 9-9
6. Sample Pre-Bid Announcement	Pages 10-10
7. Sample Bid Meeting Sign in Sheet	Pages 11-11
8. Sample Interim Inspection Report	Pages 12-12
9. Sample Final Inspection Report	Pages 13-13

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Housing and Assistive Technology, Inc.
Miami-Dade Office: 2000 Towerside Terrace #505 Miami, FL 33138
Mobile: (305) 608-0692 Office: (305) 572-9005 • Fax: (305) 892-9811

Broward Office: Insight for The Blind
Website Address: www.housingandassistivetechology.com • E-mail Address: kofskyb@bellsouth.net

May 07, 2024

City of Pembroke Pines
Procurement Department
8300 South Palm Drive
Pembroke Pines, Florida, 33025

**Re: City of Pembroke Pines Request for Qualification RFQ# PL-24-02 for
"Residential Home Inspection and Cost Estimating Services."**

To Whom It May Concern:

This letter will serve as a Letter of Interest in response to the City of Pembroke Pines Residential Home Inspection and Cost Estimating Services for U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, to funds from State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation.

Housing and Assistive Technology, Inc. ("HAT") is a South Florida not-for-profit organization that has extensive experience with over twenty (20) years working with both City and County governmental housing departments and or their representatives in residential inspection and cost estimating services. HAT has a dedicated team of qualified and experienced staff that include; HAT Staff Member Robert Klein is a State Certified Licensed Home Inspection – LHI-1754 and is a Registered Architect and Certified General Contractor, Daniel Leon is a State Licensed Home Inspector LHI 14527 and Beth Kofsky is an HCV Specialist, a Certified Environmental Access Consultants, Certified Aging in Place Specialist and has other certifications and degrees required to provide the Residential Home Inspection and Cost Estimating Services for this RFQ# PL-24-02. HAT team has expertise in services for both general repairs and accessibility modifications for the elderly/disabled. HAT has a proven track record in the City of Pembroke Pines.

HAT has had an excellent track record with other Broward and West Palm Beach County and Cities; including current contracts and some previous with; the City of Pembroke Pines, City of Coconut Creek, City of Miramar, City of Plantation and City of Deerfield Beach, City of Hialeah and with Community Redevelopment Associates of Florida, Inc. (CRA) and Community Redevelopment Revitalization, Inc. and other City Administrators who operates many of these programs on behalf of the Cities. HAT has both Miami-Dade County and Broward County office locations. To assist in the Regular Home Repair Projects and for the Accessibility Modifications – Barrier-Free Repair Projects. HAT works in West Palm Beach County with various Home Inspection Services and HQS Inspections for Multi-family projects. HAT has/is providing similar such services defined in RFQ# PL-24-02 in the area of Residential Home Inspection and Cost Estimating Services for Federal Sate-CDBG, HOME and SHIP current and in the past with the above cities: and in the past with the Barrier-Free Residential Rehabilitation Housing Inspections/Cost Estimating Services for the City of Coconut Creek.

HAT and its staff (combined efforts) have conducted over 10,000 thousand residential home inspections to determine the rehabilitation needed for the homes they inspect. HAT has the team, ability, financial history, and experience with same sized projects. HAT staff have received recognition for their work in the field.

Housing and Assistive Technology, Inc.
Miami-Dade Office: 2000 Towerside Terrace #505 Miami, FL 33138
Mobile: (305) 608-0692 Office: (305) 572-9005 • Fax: (305) 892-9811

Broward Office: Insight for The Blind
Website Address: www.housingandassistivetechology.com • E-mail Address: kofskyb@bellsouth.net

HAT works with the same size governmental agencies-cities to provide the same said services described in this RFQ and has had continuous renewal of contracts with many Cities-Counties dating back to 2004. Experience and Qualifications - HAT's Scope of Services and strengths with regards to residential rehabilitation programs inspecting for both general repairs and accessibility modifications. HAT Experience is described below and is not limited to:

- Excellent customer service skills to fully manage and comfortably work with all parties involved.
- Excellent communication skills, conveying the project details, as well as be professional and courteous when working with homeowners, program staff and contractors.
- Conducts and completes a checklist to document a preliminary inspection of each structure and determine deficiencies in each building based upon building standards provided by the City of Pembroke Pines and the U.S. Housing and Urban Development Department. Initial property inspection must be conducted using the City's approved inspection checklist/report format. Submit an inspection checklist and color photos of items needing repair to the City's Program Administrator.
- Prepare scope of work ready for bid purposes and develop a cost estimate on each home to be rehabilitated. The scope of work must accurately reflect repairs and or barrier-free modifications needed.
- Identify steps to be taken to mitigate any problem detected. (I.e. correction to code violations, abating health, and safety problems, providing safer electrical and mechanical systems, weatherization and improving general conditions of the structure.) Accessibility and all of the barrier-free modifications as required will also be addressed. Mold Inspections will be requested when needed.
- Conduct a pre-bid meeting, which includes inviting contractors from the City's pre-qualified list to participate in the bid process, collecting pre-bid sign in sheet at property, answering questions at pre-bid, and issuing addendum as necessary as a result of pre-bid meeting.
- Perform in-progress inspections. Submit in-progress reports to City's Program Administrator.
- Review and approve/disapprove change orders from contractors.
- Assist with homeowner and contractor conflict resolution regarding repairs.
- Conduct follow-up inspections for properties that; do as well as do not pass initial final inspection. Submit punch list for contractor's review.
- Submit invoice for payment, per program procedures.
- Staff review and can complete Uniform Mitigation Verification Home Inspections and Four Point Home and Building Inspections
- Commercial building inspections

Please review the enclosed information that will provide you greater detail on HAT's experience and expertise. If you require additional information and/or have any questions, please contact me directly at (305) 608-0692 or office 305-572-9005. Thank you for your consideration of HAT in your RFQ# PL-24-02 review process.

Sincerely,

Beth Kofsky

Beth Kofsky, MHSA, CEAC, CAPS
Executive Director-Project Manager



Housing and Assistive Technology, Inc.
Miami-Dade Office: 2000 Towerside Terrace #505 Miami, FL 33138
Mobile: (305) 608-0692 Office: (305) 572-9005 ▪ Fax: (305) 892-9811

Broward Office: Insight for The Blind

Website Address: www.housingandassistivetechology.com ▪ E-mail Address: kofskyb@bellsouth.net

STAFF AND BOARD MEMBERS CONTACT INFORMATION

Category of Expertise and Interest: HAT is interested in applying for the Residential Home Inspection and Cost Estimating Services for Residential Rehabilitation Projects.

HAT has both Miami-Dade County and Broward County office locations.

Housing and Assistive Technology, Inc. (HAT)
Miami-Dade Office:

2000 Towerside Terrace, Suite 505
Miami, FL 33138
Phone: (305) 608-0692 Fax: (305)892-9811
Website Address: www.housingandassistivetechology.com
E-mail Address: kofskyb@bellsouth.net

Broward Office:
Located at: Insight for The Blind
1401 NE. 4th Ave
Ft. Lauderdale, FL 33304

Beth Kofsky, MHSA, CEAC, CAPS, HCV
Executive Director, President
2000 Towerside Terrace, #505
Miami, Florida 33138
Home: (305) 892-1858
Cell: (305) 608-0692
Facsimile: (305) 892-9811

Michael Cesarano, Esq., Chairman
Chairman of the Board, Director
6970 Sunset Drive
Miami, Florida 33143
Office: (305) 778-5155

Dale Ostrowski, Director
126 N.E. 104th Street
Miami, Florida 33138
Office: (305) 757-1771
Home: (305) 751-9225

Marilyn Cheung, Director
9610 East Calusa Club Dr
Miami, FL 33186
Office: (305) 762-1468
Home: (305) 386-9070
Fax: (305) 762-1445
Elly du Pre, Director
1641 NW 2nd Avenue
Ft. Lauderdale, FL 33311
Cell: (305) 898-2636
Work: (954) 463-4217 ext. 14

Carl Leon Prime, Director
209 Florida Avenue
Coral Gables, Florida 33131
Home: (305) 446-5494
Cell: (786) 252-3437

Miami-Dade Office: 2000 Towerside Terrace #505 Miami, FL 33138
Mobile: (305) 608-0692 Office: (305) 572-9005 ▪ Fax: (305) 892-9811

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5



Housing and Assistive Technology, Inc.
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Broward Office: Insight for The Blind
Website Address: www.housingandassistivetechology.com ▪ E-mail Address: kofskyb@bellsouth.net

Team Members

Daniel Leon
Licensed Home Inspector #HI14527
16941 NW 52nd Avenue
Miami Gardens, FL 33055

Robert Klein, AR, HI, CGC
Architect, General Contractor, and Licensed Home Inspector
License Number HI1754 -Registered Architect-License Number AR0009610 and is a State
Certified General Contractor- License Number CGC009765
1075 Miami Gardens Drive #303W
Miami, FL 33179

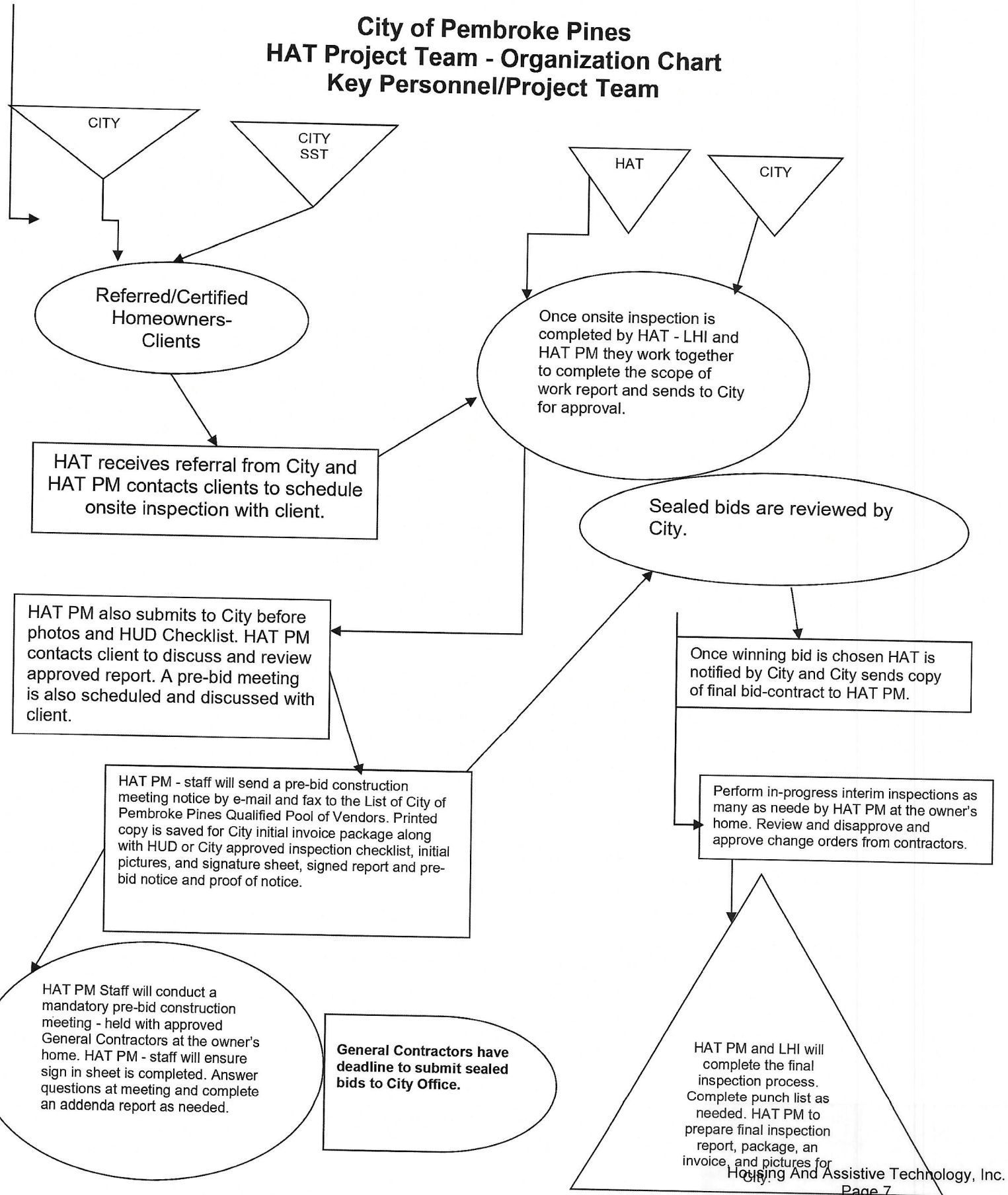
Miami-Dade Office: 2000 Towerside Terrace #505 Miami, FL 33138
Mobile: (305) 608-0692 Office: (305) 572-9005 ▪ Fax: (305) 892-9811

Broward Office: Insight for The Blind
Website Address: www.housingandassistivetechology.com ▪ E-mail Address: kofskyb@bellsouth.net

HAT PM = Project Managers – for Residential Rehabilitation Projects; Beth Kofsky, Robert Klein, or Daniel Leon
Licensed Home Inspectors, Licensed General Contractors, Licensed Architects = LHI, CGC, AR = Robert Klein and Daniel Leon- LHI

- City=City of Pembroke Pines – Staff Representatives for City of Pembroke Pines – Work with City or Program Designated Staff
- HUD – U.S Housing and Urban Development Department – Occupational Standards Checklist Report

City of Pembroke Pines HAT Project Team - Organization Chart Key Personnel/Project Team





CORPORATE RESOLUTION

This corporate resolution authorizes **Beth Kofsky, Executive Director-Project Manager** of Housing and Assistive Technology, Inc., to sign all documents including government contracts and agreements and take all other actions that may be reasonable and necessary between Housing and Assistive Technology, Inc. and other parties and organizations.

Michael Cesarano
Michael Cesarano, Chairman

C-265-543-44-269-0
Florida Driver's License

Dale Ostrowski
Dale Ostrowski, Director

O23-163-55-632-0
Florida Driver's License

Carl Leon Prime
Carl Leon Prime, Director

P650-132-61-350-0
Florida Driver's License

Marilyn Cheung
Marilyn Cheung, Director

C520-543-49-670-0
Florida Driver's License

Elly du Pre
Elly du Pre, Director

D160-200-48-806-0
Florida Driver's License

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 30 day of April, 2024

by all parties listed above

who produced Florida Driver's Licenses as identification and who did not take an oath.

WITNESS my hand this 30 day of April, 2024



Hilda V. Marrero
Comm. # HH032275
Expires: Aug. 16, 2024
NOTARY PUBLIC
Bonded Thru Aaron Notary
State of Florida

Miami-Dade Office: 2000 Towerside Terrace Suite 505, Miami, FL 33138
(305) 608-0692 or (305) 572-9005 • Fax: (305) 892-9811

Website Address: www.housingandassistivetechology.com • E-mail Address: kofskyb@bellsouth.net

State of Florida

Department of State

I certify from the records of this office that HOUSING AND ASSISTIVE TECHNOLOGY, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 2003.

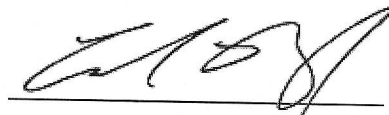
The document number of this corporation is N03000008864.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 8, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of February, 2024*




Secretary of State

Tracking Number: 8983372444CC

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

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

ANNOUNCEMENT OF MANDATORY PRE-BID PRE-BID

**CITY OF PEMBROKE PINES
N.S.P/S.H.I.P./C.D.B.G./HOME
HOME REPAIR/IMPROVEMENT PROGRAM
REQUEST QUOTATION NO:**

TODAYS DATE:	Thursday, February 4, 2024
TO:	City of Pembroke Pines Contractors
FROM:	Housing and Assistive Technology, Inc., Robert Klein, LHI, Daniel Leon, LHI, Beth Kofsky, PM-Rehabilitation Housing Inspector, on behalf of City of Miramar
CONTACT INFO.:	Cellular: (305) 608-0692; Office: (305) 572-9005. Fax: (305) 892-9811
SUBJECT:	Invitation to Bid – Mandatory Pre-Bid Meeting –One Bid Meeting Scheduled <i>(Please bring the attached specifications attached – see details below)</i>
PRE-BID DATE & TIME:	Tuesday, February 10, 2024, AT 10:00 AM
BID DUE DATE & TIME	Tuesday, February 17, 2024, BY 4:00 PM
BID OPENING	Tuesday, February 17, 2024, AT 4:15 PM

MANDATORY PRE-BID MEETING: OWNER NAME, LOCATION AND SUBMISSION REQUIREMENTS:

Name:

Address:

Pembroke Pines, FL

HOME PHONE:

LEGAL DESCRIPTION:

Instructions:

- **Attendance is MANDATORY.** Failure to attend promptly will preclude you from bidding this project.
- Only those in attendance will be able to submit a bid packet in person.
- Please bring Bid Documents/Specifications. Bring and bring documents-specifications to Pre-Bid Conference. No copies will be issued at the Pre-Bid Conference.
- Sealed bids will not be accepted between the hours of 9:00 AM to 5:00 pm. Any late bids will be disqualified.
- Submit any questions to Beth Kofsky, Program Manager – Rehabilitation Inspection Services for HAT
- All sealed bids must be labeled and enclosed in a standard envelope with the homeowner(s) name address and Quotation # to be delivered to:
**City Of Pembroke Pines
 Housing Administrator -Program Office
 Location and Address for Bids Here**



Housing and Assistive Technology, Inc.
Design Solutions for Independent Living

**PRE-BID CONSTRUCTION MEETING
SIGN-IN SHEET**

Date: February 8th, 2024
Time: 10:00 am

County/City Program: City of Pembroke Pines

PRE-BID MEETING: OWNER NAME AND LOCATION

ADDRESS HERE
Pembroke Pines, FL 33025

Conducted By: Beth Kofsky, CEAC, CAPS

I have read the bid specification instructions and understand that I must adhere to all bidding and project guidelines.

(PLEASE PRINT)

Name of Representative	Company	Phone#	E-mail
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____

Housing and Assistive Technology, Inc.

Home owner and address Pembroke Pines, FL 33025

INTERIM INSPECTION REPORT

**CITY OF PEMBROKE PINES
N.S.P./S.H.I.P./C.D.B.G./HOME
HOME REPAIR/ IMPROVEMENT PROGRAM
DATE:**

**Owner:
Address:
CONTRACTOR:**

1. The Report Findings are from an Interim Inspection performed on **Date Here 2024**
2. Please note this was a walk-thru visual inspection. A final inspection will be completed when the job is finished. There may be additional punch list work items at the final inspection.
3. Please verify all omissions and change orders per the contractor's contract with the Homeowner.

PROGRAM REQUIREMENTS FOR COMPLETION FI: FORMS, WARRANTEES, CERTIFICATIONS AND PERMITS

Program Required Permits and Warrantees	
Roof flat	COMPLETE
TERMITE CERTIFICATION	COMPLETE
HVAC AHRI CERTIFICATION	COMPLETE
Uniform Mitigation Verification Form	INCOMPLETE
PROOF OF WATER SENSE FIXTURES/APPLIANCES	INCOMPLETE
DUCT CLEANING CERTIFICATE	INCOMPLETE
PERMITS	INCOMPLETE

WORK/JOB IS STILL IN PROGRESS: PERMITS, FEE'S AND CLEAN UP

ITEM 1. DELETE	
ITEM 2. TIE DOWNS	INCOMPLETE
ITEM 3. FLAT ROOF	APPROVED
ITEM 4. SOFFITS-FASCIA-SOFFIT VENTS	APPROVED
FRONT AND REAR OF HOME WAS COMPLETED	
ITEM 5. IMPACT GLASS WINDOWS	50% COMPLETE
ITEM 6. IMPACT FRONT DOOR	80% COMPLETED
ITEM 7. IMPACT KITCHEN DOOR	80% COMPLETED
ITEM 8. BALCONY DOOR KITCHEN	50% COMPLETE
ITEM 9. BALCONY DOOR UTILITY ROOM	50% COMPLETE
THE THREE DOORS ABOVE NEED THE FRAMING AND FINISH	
AROUND THE DOOR TO BE COMPLETED	
ITEM 10. ELECTRICAL	50% COMPLETE
ITEM 10A. STROBE LIGHT SMOKE DETECTORS	INCOMPLETE
ITEM 11. HVAC SPLIT UNIT	50% COMPLETE
ITEM 12. EXHAUST FAN HALL BATH	APPROVED
ITEM 13. DELETED	
ITEM 14. INTERIOR REPAIRS -LEAD BASE PAINT	INCOMPLETE
ITEM 15. PLUMBING REPAIRS	INCOMPLETE
ITEM 16. DELETED	
ITEM 17. REFRIGERATOR	INCOMPLETE
ITEM 18. RANGE AND RANGE HOOD	INCOMPLETE
ITEM 19. GUTTERS & DOWN SPOUTS	INCOMPLETE
ITEM 20. DELETED	
ITEM 21. TERMITE TENTING	APPROVED
ITEM 22. FRONT GATE	INCOMPLETE
<u>CHANGE ORDERS NO. #1</u>	INCOMPLETE
Deletions and credits applied.	

Interim Inspection completed by:
Robert Klein, LHI and Beth Kofsky, PM

DATE: 04/13/2021

Rehabilitation Housing Inspectors: Robert Klein LHI and Beth Kofsky, Program Manager-Residential Home Inspector

FINAL INSPECTION REPORT
CITY OF PEMBEROKE PINES
N.S.P./S.H.I.P./C.D.B.G./HOME
HOME REPAIR/ IMPROVEMENT PROGRAM
FINAL INSPECTION DATE: 2024

Homeowner/Project Name:
Address:

Contractor: Final Inspection for the above property was performed and the work items below have been completed and approved = approved per specifications. Please verify all omissions and change orders per the contractor's contract with the Homeowner.

PROGRAM REQUIREMENTS FOR COMPLETION FI: FORMS, WARRANTEES, CERTIFICATIONS AND PERMITS

Program Required Permits and Warrantees	APPROVED
Permit Roof	APPROVED
Permit/Windows – Sliding Doors and Front Doors	APPROVED
Mitigation Form	APPROVED

WORK/JOB ITEMS COMPLETED

ITEM 1. PITCHED ROOF	APPROVED
ITEM 2. NOT DONE	
ITEM 3. TIE DOWNS	APPROVED
ITEM 4. FASCIA-SOFFITS	APPROVED
ITEM 5. FRONT DOOR	APPROVED
ITEM 6. HIR WINDOWS	APPROVED
ITEM 7. HIR SLIDING DOORS	APPROVED
ITEM 8. UPGRADE INT. PANEL	APPROVED
ITEM 9. SMOKE DETECTORS	APPROVED
ITEM 10. EXHAUST FAN MASTER BATH	APPROVED
ITEM 11. EXHAUST FAN HALLWAY BATHROOM	APPROVED
ITEM 12. WATER HEATER	APPROVED
ITEM 13. KITCHEN SINK & PLUMBING	APPROVED
ITEM 14. MASTER BATHROOM TOILET	APPROVED
ITEM 27. PATIO AND CLOSET AND WALLS	APPROVED
ITEM 28. RAIN GUTTERS AND DOWNSPOUTS	APPROVED

Final Inspection completed by:
Beth Kofsky **DATE:** _____
Rehabilitation Housing Inspector: Beth Kofsky
Licensed Home Inspector: Robert Klein, LHI

1.9.2 ADDITIONAL INFORMATION

(1). FINANCIAL CAPABILITIES, VIOLATIONS AND LITIGATION

The Proposer is capable and willing and has the financial ability to undertake all specifications writing, pre-bid conferences and final inspections. Invoicing will be prompt and the Proposer should have a financial management system in order to meet all state and local requirements. HAT has many contracts, however, can efficiently and effectively manage several more projects with the team approach. HAT has the financial capability to effectively manage numerous projects at one time. HAT is fully insured and has the experience, qualifications, management structure and business practice to effectively carry out this RFQ#pl-24-02.

Financial Capability: HAT has always maintained a low six (6) figure balance in its operating account for full business operation requirements. Please see the attached bank letter. Also, the attached last year 2020-2023 - 990 tax overview of the financial return are provided in this proposal as an attachment.

Financial History:

Schedule showing 3 consecutive years’ gross & net income and ending net assets. Tax returns available upon request. The 2020-2023 Overview of financial information is included in the proposal as an attachment.

SUMMARY THREE YEARS FISCAL HISTORY

Fiscal Year Beginning	10/01/2020	10/01/2021	10/01/2022
Fiscal Year Ending	09/30/2021	09/30/2022	09/30/2023
Gross (Earned) Revenue	381,223.39	531,885.26	411,619.05
Excess (Deficit)	(18,408.01)	33,680.39	(8,724.43)
Ending Net Assets	329,515.60	364,795.99	354,589.56

HAT Corporation has never filed for bankruptcy and or has impending mergers.

Litigation and or violations: HAT has had no litigation or violations related matters against the company, Board Members or Employees during its inception.

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning **OCT 1, 2020** and ending **SEP 30, 2021**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Housing & Assistive Technology, Inc		D Employer identification number 04-3777501
	Doing business as		
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2000 Towerside Terrace		E Telephone number 305-572-9005
	City or town, state or province, country, and ZIP or foreign postal code Miami, FL 33138		
F Name and address of principal officer: Beth Kofsky 2000 Towerside Terrace, Miami, FL 33138			G Gross receipts \$ 406261. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527 J Website: N/A K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other L Year of formation: 2003 M State of legal domicile: FL			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: Assessment and consulting services to determine the needs of elderly and disabled individuals.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	7
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	7
	5 Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	1
	6 Total number of volunteers (estimate if necessary)	6	7
	7 a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	0.	24248.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	780666.	382013.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	195.	0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	780861.	406261.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)		0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		87791.	91954.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)		982.	
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		517811.	331925.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	605602.	423879.	
19 Revenue less expenses. Subtract line 18 from line 12	175259.	-17618.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	376272.	330305.
	22 Net assets or fund balances. Subtract line 21 from line 20	24434.	0.
Part II Signature Block		351838.	330305.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date				
	Beth Kofsky, Executive Director Type or print name and title					
Paid Preparer Use Only	Print/Type preparer's name Mary E. Prados	Preparer's signature <i>CPA</i>	Date 01/10/22	Check <input type="checkbox"/> if self-employed	PTIN P00589103	
	Firm's name Mary E. Prados, C.P.A., P.A.	Firm's EIN 65-0711139				
	Firm's address 8740 N.E. 2nd Avenue El Portal, FL 33138		Phone no. (305) 756-1040			
	May the IRS discuss this return with the preparer shown above? See instructions <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: Assessment and consulting services to determine the needs of elderly and disabled individuals.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 28653. including grants of \$) (Revenue \$ 323037.) Assessment and counseling services to determine the needs of elderly and disabled individuals.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ 381683. including grants of \$) (Revenue \$ 83224.)

4e Total program service expenses 410336.

Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2021

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2021 calendar year, or tax year beginning **OCT 1, 2021** and ending **SEP 30, 2022**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Housing & Assistive Technology, Inc Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2000 Towerside Terrace City or town, state or province, country, and ZIP or foreign postal code Miami, FL 33138 F Name and address of principal officer: Beth Kofsky 2000 Towerside Terrace, Miami, FL 33138	D Employer identification number ** - *** 7501 E Telephone number 305-572-9005 G Gross receipts \$ 533385. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number ▶
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ N/A		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2003 M State of legal domicile: FL

Part I Summary

1	Briefly describe the organization's mission or most significant activities: Assessment and consulting services to determine the needs of elderly and disabled individuals.		
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3	Number of voting members of the governing body (Part VI, line 1a)	3	7
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	7
5	Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	1
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.
8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
9	Program service revenue (Part VIII, line 2g)	24248.	0.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	382013.	533385.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0.	0.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	406261.	533385.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	91954.	120160.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 1326.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	331925.	377740.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	423879.	497900.
19	Revenue less expenses. Subtract line 18 from line 12	-17618.	35485.
20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
21	Total liabilities (Part X, line 26)	330305.	365790.
22	Net assets or fund balances. Subtract line 21 from line 20	0.	0.
		330305.	365790.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Beth Kofsky, Executive Director Type or print name and title	Date
Paid Preparer Use Only	Print/Type preparer's name Mary E. Prados Preparer's signature <i>Mary E. Prados</i> Date 02/09/23 Check if self-employed <input type="checkbox"/> PTIN P00589103 Firm's name ▶ Mary E. Prados, C.P.A., P.A. Firm's address ▶ 8740 N.E. 2nd Avenue El Portal, FL 33138 Firm's EIN ▶ ** - *** 1139 Phone no. (305) 756-1040	

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission: Assessment and consulting services to determine the needs of elderly and disabled individuals.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 28819. including grants of \$) (Revenue \$ 514946.) Assessment and counseling services to determine the needs of elderly and disabled individuals.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ 453099. including grants of \$) (Revenue \$ 18439.)

4e Total program service expenses 481918.

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2022

Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made public.

Open to Public Inspection

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2022 calendar year, or tax year beginning **OCT 1, 2022** and ending **SEP 30, 2023**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization Housing & Assistive Technology, Inc Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 2000 Towerside Terrace City or town, state or province, country, and ZIP or foreign postal code Miami, FL 33138 F Name and address of principal officer: Beth Kofsky 2000 Towerside Terrace, Miami, FL 33138	D Employer identification number **-***7501 E Telephone number 305-572-9005 G Gross receipts \$ 412320. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions H(c) Group exemption number
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: N/A		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		L Year of formation: 2003
M State of legal domicile: FL		

Part I Summary

	1	Briefly describe the organization's mission or most significant activities: Assessment and consulting services to determine the needs of elderly and disabled individuals.	
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
Activities & Governance	3	Number of voting members of the governing body (Part VI, line 1a)	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	7
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	1
	6	Total number of volunteers (estimate if necessary)	0
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0.
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0.
	Revenue	8	Contributions and grants (Part VIII, line 1h)
9		Program service revenue (Part VIII, line 2g)	533385.
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	2362.
12		Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	533385.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	120160.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.
	b	Total fundraising expenses (Part IX, column (D), line 25)	1117.
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	377740.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	497900.
	19	Revenue less expenses. Subtract line 18 from line 12	35485.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	365790.
	21	Total liabilities (Part X, line 26)	0.
	22	Net assets or fund balances. Subtract line 21 from line 20	365790.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Beth Kofsky, Executive Director	Date
	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name Mary E. Prados	Preparer's signature <i>CPA</i>
	Firm's name Mary E. Prados, C.P.A., P.A.	Date 02/07/24
	Firm's address 8740 N.E. 2nd Avenue El Portal, FL 33138	Check if self-employed <input type="checkbox"/> PTIN P00589103
		Firm's EIN ** - ***1139
		Phone no. (305) 756-1040

May the IRS discuss this return with the preparer shown above? See instructions Yes No



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Housing And Assistive Technology, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>2000 Towerside Terrace #505</u>		
	City:	<u>Miami</u>	
	State:	<u>Florida</u>	Zip: <u>33138</u>
	Country:	<u>USA</u>	
Remit To Address	<u>2000 Towerside Terrace #505</u>		
	City:	<u>Miami</u>	
	State:	<u>Florida</u>	Zip: <u>33138</u>
	Country:	<u>USA</u>	
Order From Address			
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)	<u>No</u>		
Telephone Number	<u>305-608-0692</u>		
Primary Company E-mail	<u>Kofskyb@bellsouth.net</u>		
Fax	<u>305-892-9811</u>		
Website	<u>www.housingandassistivetechonlogy.com</u>		
DUNS	<u>015960323</u>		
Independent Contractor (Yes/No)	<u>No</u>		
Identification Number	SSN:		FID: <u>04-3777501</u>

GENERAL PAYMENT TERMS		
Discount Percent	Days to Discount	Days to Net
Defines the discount percentage the vendor extends to your organization.	Number of days which payment must be received to claim the discount percent.	Number of days that the vendor allows before requiring net payment.
		30

CONTACT INFORMATION			
Contact Name (First & Last Name)	<u>Beth Kofsky</u>		
Description/Title/Position	<u>Executive Director – Project Manager</u>		
Phone (Voice)	<u>305-608-0692 or 305-572-9005</u>		
Phone (Text)	<u>305-608-0692</u>	Opt In (Y/N):	<u>yes</u>
Fax	<u>305-892-9811</u>		
E-mail	<u>Kofskyb@bellsouth.net</u>		

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Housing and Assistive Technology, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 2000 Towerside Terrace #505	Requester's name and address (optional)
	6 City, state, and ZIP code Miami, Florida 33138	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-			-			
or									
Employer identification number									
0	4	-	3	7	7	7	5	0	1

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person Beth Kofsky	Date 03-02-2024
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Housing and Assisitive Technology, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>2000 Towerside Terrace #505</u>		
	City:	<u>Miami</u>	
	State:	<u>Florida</u>	Zip: <u>33138</u>
	Country:	<u>USA</u>	

Organization Background	
Please state the year that you company started its business	2003
Please state the year that your company started providing service under your current business name	2003-04
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration
Home Inspectors License	HI1754	July 31, 2024
Home Inspectors License	HI14527	July 31, 2024

Please list any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>Housing and Assisitive Technology, Inc. ("HAT") is a South Florida not-for-profit organization that has extensive experience with over twenty (20) years working with both City and County governmental housing departments and or their representatives in residential inspection and cost estimating services. HAT has a dedicated team of qualified and experienced staff that include team members experience meet the requirements in the "Housing Rehabilitation Program/Specification Writing Services -staff members have State of Florida-Home Inspection Licenses. Perform HQS Inspections – multifamily dwellings and building inspections meeting federal Housing Quality Standards. Home, NSP or SHIP funded projects require using an HQS Inspection checklist, photographs of units and reporting.</p>



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

To assist in the Regular Home Repair Projects and for the Accessibility Modifications – Barrier-Free Repair Projects. HAT has also assisted the City of Deerfield Beach with their Hurricane Loss Mitigation Program (HPLM).



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

1. This sworn statement is submitted Housing and Assistive Technology, Inc.
(name of entity submitting sworn statement) whose business address is
2000 Towerside Terrace #505 Miami Florida, 33138
and (if applicable) its Federal Employer Identification Number (FEIN) is
04-3777501. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Beth Kofsky and my
(Please print name of individual signing)
relationship to the entity named above is Executive Director-Project Manager.
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
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The 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



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.

6. 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.)**

Beth Kofsky

Bidder's Name/Signature

Housing And Assistive Technology, Inc.

Company

04-24-2024

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



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
- D.** 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 Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

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;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Housing And Assistive Technology, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Beth Kofsky



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:

IDENTICAL TIE BIDS - 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.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the 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.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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.

Beth Kofsky

Beth Kofsky

Housing And Assistive Technology, Inc.

Authorized Signature

Authorized Signer Name

Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Beth Kofsky, Executive Director-Project Manager, on behalf of Housing and Assistive Technology, Inc.,
Print Name and Title Company Name

certify that Housing And Assistive Technology, Inc.:
Company Name

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.

Housing and Assistive Technology, Inc.
Company Name

Beth Kofsky, Beth Kofsky
Print Name / Signature

Executive Director, Project Manager
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.

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

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

3. 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 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.

Housing And Assistive Technology, Inc.

COMPANY NAME: _____

Beth Kofsky-Beth Kofsky

PRINTED NAME / AUTHORIZED SIGNATURE: _____



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

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 bidder.

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) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible 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.

COMPANY NAME: Housing And Assistive Technology, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Beth Kofsky Beth Kofsky

002725

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



5842258

BUSINESS NAME/LOCATION

HOUSING AND ASSISTIVE TECHNOLOGY INC
2000 TOWERSIDE TER APT 505
MIAMI FL 33138-2232

RECEIPT NO.

RENEWAL
6091623



OWNER

HOUSING&ASSISTIVE TECHNOLOGY INC

SEC. TYPE OF BUSINESS

173 NON-PROFIT CHAR / REL / EDUC

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$0.00 07/27/2023
FPPU21-23-000049

**EXPIRES
SEPTEMBER 30, 2024**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

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 undersigned certifies for itself and its principals 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 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 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; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Beth Kofsky

Beth Kofsky, Executive Director

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Housing And Assistive Technology, Inc.

04-24-2024

Contractor / Name of Company

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Beth Kofsky

Beth Kofsky, Executive Director

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Housing And Assistive Technology, Inc.

04-24-2024

Contractor / Name of Company

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance</p>	<p>2. Status of Federal Action: _____ <small>Beth Kofsky, Executive Director</small> _____ a. bid / offer / application _____ b. initial award _____ c. post-award</p>	<p>3. Report Type: _____ a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

State of Florida

Department of State

I certify from the records of this office that HOUSING AND ASSISTIVE TECHNOLOGY, INC. is a corporation organized under the laws of the State of Florida, filed on October 13, 2003.

The document number of this corporation is N03000008864.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 8, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of February, 2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 8983372444CC

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

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

2024 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N03000008864

Entity Name: HOUSING AND ASSISTIVE TECHNOLOGY, INC.

Current Principal Place of Business:

2000 TOWERSIDE TERRACE SUITE 505
MIAMI, FL 33138

Current Mailing Address:

2000 TOWERSIDE TERRACE, #505
MIAMI, FL 33138

FEI Number: 04-3777501

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

KOFSKY, BETH J
2000 TOWERSIDE TERRACE
#505
MIAMI, FL 33138 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D,
Name FARRAN, JR., VICTOR
Address 8141 NW 47TH COURT
City-State-Zip: LAUDERHILL FL 33351

Title D
Name OSTROWSKI, DALE
Address 126 NW 104 STREET
City-State-Zip: MIAMI FL 33150

Title D
Name PRIME, CARL L
Address 209 FLORIDA AVENUE
City-State-Zip: CORAL GABLES FL 33131

Title D
Name CHEUNG, MARILYN
Address 9610 E CALUSA CLUB DRIVE
City-State-Zip: MIAMI FL 33186

Title D
Name CESARANO, MICHAEL
Address 6970 SUNSET DRIVE
City-State-Zip: MIAMI FL 33143

Title D
Name DU PRE, ELLY
Address 1641 NW 2ND AVE
City-State-Zip: FT. LAUDERDALE FL 33311

Title PRESIDENT
Name KOFSKY, BETH J
Address 2000 TOWERSIDE TERRACE, #505
City-State-Zip: MIAMI FL 33138

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BETH KOFSKY

PRESIDENT

02/08/2024

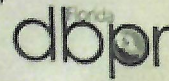
Electronic Signature of Signing Officer/Director Detail

Date



Ron DeSantis, Governor

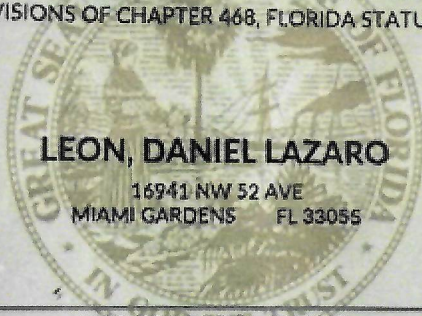
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOME INSPECTORS LICENSING PROGRAM

THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES



LEON, DANIEL LAZARO

16941 NW 52 AVE
MIAMI GARDENS FL 33055

LICENSE NUMBER: HI14527

EXPIRATION DATE: JULY 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOME INSPECTORS LICENSING PROGRAM

THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES



KLEIN, ROBERT

1075 NE MIAMI GARDENS DRIVE #303 W
MIAMI FL 33179

LICENSE NUMBER: HI1754

EXPIRATION DATE: JULY 31, 2024

Always verify licenses online at MyFloridaLicense.com



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City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 16.

File ID: 24-0769

Type: Bid

Status: Passed

Version: 1

Agenda Section:

In Control: City Commission

File Created: 08/12/2024

Short Title: Motion to Award PL-24-02 Residential Home Inspections and Cost Estimating Services

Final Action: 08/21/2024

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-24-02 "RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES" TO THE FOLLOWING FOUR (4) VENDORS:

- GOLD TREE DEVELOPMENT GROUP LLC
- HOUSING AND ASSISTIVE TECHNOLOGY, INC.
- RITEVIEW INSPECTIONS, LLC
- TSC ASSOCIATES, INC

***Agenda Date:** 08/21/2024

Agenda Number: 16.

Internal Notes:

Attachments: 1. PL-24-02 Bid Tabulation, 2. 07-16-24 Meeting Minutes, 3. Gold Tree Development Group, LLC Agreement, 4. Submittal from Gold Tree Development Group, LLC (Exhibit B), 5. Housing and Assistive Technology, Inc. Agreement, 6. Submittal from Housing and Assistive Technology, Inc., 7. Riteview Inspections, LLC Agreement, 8. Submittal from RiteView Inspections, LLC, 9. TSC Associates, Inc Agreement, 10. Submittal from TSC Associates, Inc, 11. PL-24-02 Residential Home Inspection and Cost Estimating Services (Exhibit A)

Related Files:

1 City Commission 08/21/2024 approve Pass

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

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez,
Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-24-02 "RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES" TO THE FOLLOWING FOUR (4) VENDORS:

- GOLD TREE DEVELOPMENT GROUP LLC

- HOUSING AND ASSISTIVE TECHNOLOGY, INC.
- RITEVIEW INSPECTIONS, LLC
- TSC ASSOCIATES, INC

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 35.19(E) is titled "Bid opening procedure"***

- ***Section 35.19(E)(5) states, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager"***

- ***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 June 16, 2021, the City Commission authorized the advertisement of RFQ # PL-21-02 "Residential Home Inspection and Cost Estimating Services" which was advertised on June 23, 2021.
2. The City of Pembroke Pines receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) program, and HOME Investment Partnership Program (HOME). The City also receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. From time to time, it may receive similar types of funds to carry out similar activities.
3. The purpose of this solicitation was to form a pool of qualified firms with specialized skills and interest in providing professional services to conduct residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.
4. On March 2, 2022, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFQ # PL-21-02 "Residential Home Inspections and Cost Estimating Services" to the following five (5) vendors:
 - Artisan Rebuilders
 - Gold Tree Development Group LLC.
 - Housing and Assistive Technology, Inc.
 - SoFL Corporation
 - TSC Associates, Inc.
5. The agreements, as amended, were made for a two-year period expiring in 2024 with no renewal terms and included the following Home Inspector's Fee Schedule for all of the awarded vendors:

Description	Cost
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 500
Work Specifications	\$ 650
Pre-bid Meeting (For the specific project, not for the RFQ process)	\$ 450
Interim Inspections	\$ 700
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 700
Sub-Total	\$ 3,000
Contingency (If advanced research is required)	\$ 150

Agenda Request Form Continued (24-0769)

Total with Contingency **\$ 3,150**

6. As a result of the expiring contract, on April 17, 2024, the City Commission authorized the advertisement of RFQ # PL-24-02 “Residential Home Inspection and Cost Estimating Services” which was advertised on April 25, 2024.

7. RFQ # PL-24-02 included a scrivener’s error which listed an outdated Home Inspector’s Fee Schedule that is \$1,000 lower, per project, than the most recent contract amount:

Description	Error
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 300
Work Specifications	\$ 450
Pre-bid Meeting (For the specific project, not for the RFQ process)	\$ 250
Interim Inspections	\$ 500
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 500
Sub-Total	\$ 2,000
Contingency (If advanced research is required)	\$ 150
Total with Contingency	\$ 2,150

8. In addition, the Planning Department would like to simply the fee schedule for all awarded vendors to the following:

Description	Revised
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 1,500
Work Specifications	Included Above
Pre-bid Meeting (For the specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 1,500
Sub-Total	\$ 3,000
Contingency (If advanced research is required)	\$ 150
Total with Contingency	\$ 3,150

9. On May 21, 2024, the City opened seven (7) proposals from the following vendors, listed in alphabetical order:

- Blueprint Industrial Contractors Inc.
- Fresco Inspections & Consulting LLC.
- Gold Tree Development Group LLC.
- Housing and Assistive Technology, Inc.
- RiteView Inspections, LLC.
- The Urban Group, Inc.
- TSC Associates, Inc.

10. During the evaluation of the proposals, the Procurement Department noticed Fresco Inspections & Consulting LLC. submitted a proposal for both PL-24-01 “Environmental Specialists for Residential Home Inspection” and PL-24 02 “Residential Home Inspection

Agenda Request Form Continued (24-0769)

and Cost Estimating Services”. Pursuant to the solicitation, a vendor was only allowed to submit a proposal for PL-24-01 or PL-24-02. Following this discovery, the Procurement Department contacted the vendor to confirm which project they will be withdrawing their proposal from, and Fresco Inspections & Consulting LLC. withdrew their proposal from this bid, PL-24-02.

11. On July 16, 2024, an evaluation committee was convened to review the qualifications of the bidders and recommend a pool of vendors to the City Commission for award.

12. During the evaluation committee meeting, the Procurement Department addressed the process in which the proposals were reviewed and the completed bid tabulation sheet which highlights deficiencies in the proposals received, so that the Evaluation Committee could make a determination on how to address these items and informed the committee that Blueprint Industrial Contractors Inc. failed to submit various information in their submittal including:

- Non-Collusive Affidavit Form - The vendor submitted a blank Non-Collusive Affidavit form. Note - The Procurement Department has allowed vendors to submit a completed Non-Collusive Affidavit Form and waive the irregularity in the past.
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds - The vendor did not include a completed “Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds” with their vendor registration documents. This document is utilized for federally funded projects and is listed under the Vendor Registration Documents in section 1.6 of the RFQ. As stated in section 1.6, in the event that the City does not have one of vendor registration documents, the City may reach out to your company after the bid has closed to obtain the document(s).
- Required Questionnaire - The vendor submitted the required questionnaire with no answers being completed. The questionnaire includes the following sections, which contains the information needed for scoring the proposals:
 - o Tab 1 - Experience and Capabilities (35 points)
 - o Tab 2 - References Form (35 points)
 - o Tab 3 - Firm's Understanding and Approach to the Work (30 points)
 - o Contact Information Form
 - o Proposer's Background Information
 - o Vendor Registration Checklist

13. Members discussed the information presented and proposals, and the evaluation committee passed a motion to deem Blueprint Industrial Contractors Inc. as non-responsive. The committee also acknowledged Fresco Inspections & Consulting LLC.'s withdrawal from PL-24-02.

14. The evaluation committee had further discussion regarding the importance of contractors for Home Inspection services being knowledgeable with program requirements, as they create all the specifications for our documents. As such, if a contractor is unfamiliar with the program requirements when a bid goes out, it could result in numerous change orders or a

Agenda Request Form Continued (24-0769)

re-bid. The evaluation committee further discussed the references of The Urban Group, Inc., in which member Williams stated that The Urban Group’s references were not sufficient in comparison to the other vendors as related to the scope of work. Member Williams, seconded by Member Wrves motioned to disqualify The Urban Group, based on their qualifications and their references. The motion passed unanimously.

15. The evaluation committee discussed further and then passed a motion to deem the four (4) remaining vendors, Gold Tree Development Group LLC., Housing and Assistive Technology, Inc., RiteView Inspections, LLC, and TSC Associates, Inc. as qualified, and include all four (4) in a pool for Home Inspection and Cost Estimating Services.

16. Gold Tree Development Group LLC., Housing and Assistive Technology, Inc., and RiteView Inspections, LLC have all completed the Equal Benefits Certification Form and have stated that the contractors “currently comply with the requirements of this section.” TSC Associates, Inc. has utilized the following allowable exemption, stating that the “Contractor does not provide benefits to employees’ spouses in traditional marriages”.

17. Recommend Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # PL-24-02 “Residential Home Inspections and Cost Estimating Services” to the following four (4) vendors:

- Gold Tree Development Group LLC.
- Housing and Assistive Technology, Inc.
- RiteView Inspections, LLC.
- TSC Associates, Inc.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The total cost will be dependent on the total number of residential homes in the programs that would need the services of these Home Inspectors. The Home Inspector’s Fee Schedule will be:

Description	Revised
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 1,500
Work Specifications	Included Above
Pre-bid Meeting (For the specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 1,500
Sub-Total	\$ 3,000
Contingency (If advanced research is required)	\$ 150
Total with Contingency	\$ 3,150

Upon Commission’s approval, the proposed contracts will be updated to reflect the correct rates listed above.

b) Amount budgeted for this item in Account No: Funds for these expenses will be paid

Agenda Request Form Continued (24-0769)

through grants received through various programs. The City receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, Home Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, the City receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation.

- 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.

