



# **E-RATE CISCO SWITCHES FOR WEST CAMPUS**

INVITATION FOR BID # ED-26-01

**Issuance of Solicitation:** Tuesday, January 27, 2026  
**Questions Due Date:** Monday, February 9, 2026  
**Bid Submission Deadline:** Tuesday, February 24, 2026

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

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For more information, please visit our online supplier portal, located at  
<https://procurement.opengov.com/portal/pembrokepines>

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Attachments:

A - Sample Insurance Certificate

## **SECTION 1 - NOTICE**

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

**IFB # ED-26-01**

### **E-Rate Cisco Switches for West Campus**

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

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

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

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

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

**Proposals will be accepted until 2:00 pm on Tuesday, February 24, 2026, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/228149>.**

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

**Virtual Bid Opening:** In light of public health concerns and to ensure accessibility for all, the City encourages interested parties and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

**Virtual Meeting Details:**



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

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

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

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

Daniel Deleon or other Procurement Staff in the Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
(954) 518-9061 Ext: 59021 or 954-518-9020  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

**SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE**

**2.1 Project Timeline**

Products shall be delivered within **30** calendar days of the City's issuance of a Purchase Order.

**2.2 Tentative Schedule of Events**

Issuance of Solicitation (Posting Date):	January 27, 2026
Question Due Date:	February 9, 2026, 6:00pm
Issuance of Final Answers to Questions:	February 12, 2026
Bid Submission Deadline:	February 24, 2026, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)
Recommendation of Contractor to City Commission for Award:	March 18, 2026
Issuance of Notice to Proceed (NTP):	March 23, 2026

**2.3 Pre-Bid Meeting**

This project will not have a pre-bid meeting.

**2.4 Estimated Project Cost**

\$361,980.38

**2.5 Grant/Federal Funding**

Yes, the City plans to utilize the following grant(s)/federal fund(s) for this project:

Federal Communications Commission’s (FCC) E-Rate program to receive funding from the Universal Service Fund. The E-Rate program provides discounts for telecommunications, Internet access, telecom devices, and internal connections to eligible schools and libraries. After the bid goes through a competitive bidding process that complies with FCC rules and state and local procurement requirements, the Universal Service Administrative Company (USAC) issues funding commitments to eligible applicants. Discounts range from 20 to 90 percent and are based on the poverty level of the schools.

**2.6 Proposal Security/Bid Bond**



A Proposal Security shall not be required for this project.

**2.7 Payment and Performance Bonds**

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

## **SECTION 3 - PURPOSE AND BACKGROUND**

### **3.1 Purpose**

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide the requested Cisco infrastructure hardware needed for a planned network equipment upgrade, in accordance with the terms, conditions, and specifications contained in this solicitation.

### **3.2 Background**

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

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

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

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

## **SECTION 4 - SCOPE OF WORK**

### **4.1 Required Documentation**

- Vendors **must** have an active USAC SPIN (Service Provider Identification Number) in order to be eligible for consideration.

### **4.2 Definitions**

Definitions for this Section:

- "Applicant" means the entity applying to the E-Rate program. For the purposes of this solicitation, "applicant" refers to The City.
- "Service Provider" means the entity responsible for producing the hardware requested by The City. For the purposes of this solicitation, "service provider" refers to the vendors submitting bids.

### **4.3 Invoicing Method**

Service providers file the FCC Form 474 or Service Provider Invoice (SPI) Form after billing the applicant for the non-discounted amount (the non-discounted amount is the applicant's financial responsibility). Service providers are reimbursed by USAC for the discounted amount. Under the SPI method:

- Applicants are **billed by the service provider for the cost of the non-discounted portion** of the eligible equipment and services listed on the SPI form. Applicants do not pay the service provider for the discounted portion invoiced to USAC.
- After the provider has billed the applicant, the provider submits an SPI form for the discounted amount.
- USAC reviews the invoice and pays the service provider if payment is approved.

By submitting a bid vendor agrees to accept this invoicing form of payment.

### **4.4 Hardware Requested**

- The City is requesting pricing for several possible network configurations and will evaluate which hardware combination is in the City's best interest.
- Please be advised that the City is requesting pricing for both the Cisco C9200 and Cisco C9200-L switch options. A decision on which option to select will be made after reviewing the pricing obtained through the bid process.
- Per Section 9.9, 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.

- The City is requesting pricing for the hardware in the table below. Proposals should be for hardware **only**. No services (e.g., installation, configuration, or maintenance) should be included in the price proposed.

Item #	Part Number	Description	Qty
<b>C9200-48P-EDU (Single Power Supply Unit)</b>			
1	C9200-48P-EDU	Catalyst 9200 48-port PoE+ only, K12 or equivalent	25
2	CON-SNT-C9248PED	SNTC-8X5XNBD Catalyst 9200 48-port PoE+ only, K12 or equivalent	25
3	C9200-DNA-A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses or equivalent	25
4	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License or equivalent	25
5	PWR-C5-BLANK	Config 5 Power Supply Blank or equivalent	25
6	C9200-NW-A-48	C9200 Network Advantage, 48-port license or equivalent	25
7	CAB-TA-NA	North America AC Type A Power Cable or equivalent	25
8	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	25

9	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	25
10	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	25
11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment or equivalent	25
12	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module or equivalent	25
13	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	25
14	C9200-STACK	Catalyst 9200 Stack Module or equivalent	50
15	C9200-NM-NONE	No Network Module Selected or equivalent	25
<b>C9200-48P-EDU (Dual Power Supply Unit)</b>			
16	C9200-48P-EDU	Catalyst 9200 48-port PoE+ only, K12 or equivalent	6
17	CON-SNT-C9248PED	SNTC-8X5XNBD Catalyst 9200 48-port PoE+ only, K12 or equivalent	6
18	C9200-DNA-A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses or equivalent	6

19	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License or equivalent	6
20	C9200-NW-A-48	C9200 Network Advantage, 48-port license or equivalent	6
21	CAB-TA-NA	North America AC Type A Power Cable or equivalent	12
22	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	6
23	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	6
24	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	6
25	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment or equivalent	6
26	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module or equivalent	6
27	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	6
28	C9200-STACK	Catalyst 9200 Stack Module or equivalent	12
29	C9200-NM-NONE	No Network Module Selected or equivalent	6

30	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply or equivalent	6
<b>C9200L-48P-4X-EDU (Single Power Supply Unit)</b>			
31	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12 or equivalent	25
32	CON-SNT-C92L48PX	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+ only, 4x10G - or equivalent	25
33	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license or equivalent	25
34	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license or equivalent	25
35	C9200L-NW-A-48	C9200L Network Advantage, 48-port license or equivalent	25
36	CAB-TA-NA	North America AC Type A Power Cable or equivalent	25
37	PWR-C5-BLANK	Config 5 Power Supply Blank or equivalent	25
38	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	25
39	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	25

40	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	25
41	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module or equivalent	25
42	C9200-STACK	Catalyst 9200 Stack Module or equivalent	50
43	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	25
44	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU or equivalent	25
<b>C9200L-48P-4X-EDU (Dual Power Supply Unit)</b>			
45	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12 or equivalent	6
46	CON-SNT-C92L48PX	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+ only, 4x10G - or equivalent	6
47	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license or equivalent	6
48	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license or equivalent	6
49	C9200L-NW-A-48	C9200L Network Advantage, 48-port license or equivalent	6
50	CAB-TA-NA	North America AC Type A Power Cable or equivalent	12

51	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	6
52	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	6
53	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	6
54	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module or equivalent	6
55	C9200-STACK	Catalyst 9200 Stack Module or equivalent	12
56	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	6
57	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU or equivalent	6
58	PWR-C5-1KWAC	1KW AC Config 5 Power Supply - Secondary Power Supply or equivalent	6
<b>CW9164I-B</b>			
59	CW9164I-B	Catalyst 9164I AP (W6E, tri-band 4x4) w/Reg-B or equivalent	85
60	CON-L1NCD-CW9164IB	CX LEVEL 1 8X7NCD Catalyst 9164I AP (W6E, tri-band 4x4) w/ or equivalent	85

61	CDNA-E-C9164	Wireless Cisco DNA On-Prem Essential, 9164 Tracking or equivalent	85
62	DNA-E-3Y-C9164	C164I Cisco DNA On-Prem Essential,3Y Term,Trk Lic or equivalent	85
63	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic or equivalent	85
64	CON-L1SWT-AIRDNAE	CX LEVEL 1 SW SUB Aironet CISCO DNA Es or equivalent	85
65	AIR-DNA-E-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term Lic or equivalent	85
66	AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic or equivalent	85
67	AIR-DNA-E-T-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic or equivalent	85
68	SW9164-CAPWAP-K9	Capwap software for Catalyst 9164I or equivalent	85
69	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default) or equivalent	85
70	AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials or equivalent	85

71	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment or equivalent	85
72	CW9164I-MULTI	Minimum Quantity = 10 or equivalent	85
73	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed or equivalent	85

**SECTION 5 - PRICE PROPOSAL / BID TABLE**

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

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

**Primary Responses:** The initial Bid Table is for the primary responses so that the vendors can submit the requested goods and/or services.

**C9200-48P-EDU (SINGLE POWER SUPPLY UNIT)**

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
<b>C9200-48P-EDU (Single Power Supply Unit)</b>							
1	C9200-48P-EDU	Catalyst 9200 48-port PoE+ only, K12 or equivalent	25	EA			
2	CON-SNT-C9248PED	SNTC-8X5XNBD Catalyst 9200 48-port PoE+ only, K12 or equivalent	25	EA			
3	C9200-DNA-A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses or equivalent	25	EA			
4	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License or equivalent	25	EA			
5	PWR-C5-BLANK	Config 5 Power Supply Blank or equivalent	25	EA			
6	C9200-NW-A-48	C9200 Network Advantage, 48-port license or equivalent	25	EA			
7	CAB-TA-NA	North America AC Type A Power Cable or equivalent	25	EA			
8	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	25	EA			
9	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	25	EA			
10	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	25	EA			
11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment or equivalent	25	EA			

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
12	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module or equivalent	25	EA			
13	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	25	EA			
14	C9200-STACK	Catalyst 9200 Stack Module or equivalent	50	EA			
15	C9200-NM-NONE	No Network Module Selected or equivalent	25	EA			
<b>TOTAL</b>							

**C9200-48P-EDU (DUAL POWER SUPPLY UNIT)**

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
<b>C9200-48P-EDU (Dual Power Supply Unit)</b>							
16	C9200-48P-EDU	Catalyst 9200 48-port PoE+ only, K12 or equivalent	6	EA			
17	CON-SNT-C9248PED	SNTC-8X5XNBD Catalyst 9200 48-port PoE+ only, K12 or equivalent	6	EA			
18	C9200-DNA-A-48	C9200 Cisco DNA Advantage, 48-Port Term Licenses or equivalent	6	EA			
19	C9200-DNA-A-48-3Y	C9200 Cisco DNA Advantage, 48-Port, 3 Year Term License or equivalent	6	EA			
20	C9200-NW-A-48	C9200 Network Advantage, 48-port license or equivalent	6	EA			
21	CAB-TA-NA	North America AC Type A Power Cable or equivalent	12	EA			
22	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	6	EA			
23	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	6	EA			
24	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	6	EA			
25	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment or equivalent	6	EA			

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
26	C9200-STACK-KIT	Cisco Catalyst 9200 Stack Module or equivalent	6	EA			
27	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	6	EA			
28	C9200-STACK	Catalyst 9200 Stack Module or equivalent	12	EA			
29	C9200-NM-NONE	No Network Module Selected or equivalent	6	EA			
30	PWR-C6-1KWAC/2	1KW AC Config 6 Power Supply - Secondary Power Supply or equivalent	6	EA			
<b>TOTAL</b>							

**C9200L-48P-4X-EDU (SINGLE POWER SUPPLY UNIT)**

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
<b>C9200L-48P-4X-EDU (Single Power Supply Unit)</b>							
31	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12 or equivalent	25	EA			
32	CON-SNT-C92L48PX	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+ only, 4x10G - or equivalent	25	EA			
33	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license or equivalent	25	EA			
34	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license or equivalent	25	EA			
35	C9200L-NW-A-48	C9200L Network Advantage, 48-port license or equivalent	25	EA			
36	CAB-TA-NA	North America AC Type A Power Cable or equivalent	25	EA			
37	PWR-C5-BLANK	Config 5 Power Supply Blank or equivalent	25	EA			
38	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	25	EA			

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
39	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	25	EA			
40	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	25	EA			
41	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module or equivalent	25	EA			
42	C9200-STACK	Catalyst 9200 Stack Module or equivalent	50	EA			
43	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	25	EA			
44	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU or equivalent	25	EA			
<b>TOTAL</b>							

**C9200L-48P-4X-EDU (DUAL POWER SUPPLY UNIT)**

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
<b>C9200L-48P-4X-EDU (Dual Power Supply Unit)</b>							
45	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12 or equivalent	6	EA			
46	CON-SNT-C92L48PX	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+ only, 4x10G - or equivalent	6	EA			
47	C9200L-DNA-A-48	C9200L Cisco DNA Advantage, 48-port Term license or equivalent	6	EA			
48	C9200L-DNA-A-48-3Y	C9200L Cisco DNA Advantage, 48-port, 3 Year Term license or equivalent	6	EA			
49	C9200L-NW-A-48	C9200L Network Advantage, 48-port license or equivalent	6	EA			
50	CAB-TA-NA	North America AC Type A Power Cable or equivalent	12	EA			
51	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx or equivalent	6	EA			

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
52	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4 or equivalent	6	EA			
53	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300 or equivalent	6	EA			
54	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module or equivalent	6	EA			
55	C9200-STACK	Catalyst 9200 Stack Module or equivalent	12	EA			
56	STACK-T4-50CM	50CM Type 4 Stacking Cable or equivalent	6	EA			
57	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU or equivalent	6	EA			
58	PWR-C5-1KWAC	1KW AC Config 5 Power Supply - Secondary Power Supply or equivalent	6	EA			
<b>TOTAL</b>							

**CW9164I-B**

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
<b>CW9164I-B</b>							
59	CW9164I-B	Catalyst 9164I AP (W6E, tri-band 4x4) w/Reg-B or equivalent	85	EA			
60	CON-L1NCD-CW9164IB	CX LEVEL 1 8X7NCD Catalyst 9164I AP (W6E, tri-band 4x4) w/ or equivalent	85	EA			
61	CDNA-E-C9164	Wireless Cisco DNA On-Prem Essential, 9164 Tracking or equivalent	85	EA			
62	DNA-E-3Y-C9164	C164I Cisco DNA On-Prem Essential,3Y Term,Trk Lic or equivalent	85	EA			
63	AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic or equivalent	85	EA			
64	CON-L1SWT-AIRDNAE	CX LEVEL 1 SW SUB Aironet CISCO DNA Es or equivalent	85	EA			

Line Item	Part Number	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
65	AIR-DNA-E-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term Lic or equivalent	85	EA			
66	AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic or equivalent	85	EA			
67	AIR-DNA-E-T-3Y	Wireless Cisco DNA On-Prem Essential, 3Y Term, Tracker Lic or equivalent	85	EA			
68	SW9164-CAPWAP-K9	Capwap software for Catalyst 9164I or equivalent	85	EA			
69	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default) or equivalent	85	EA			
70	AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials or equivalent	85	EA			
71	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment or equivalent	85	EA			
72	CW9164I-MULTI	Minimum Quantity = 10 or equivalent	85	EA			
73	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed or equivalent	85	EA			
<b>TOTAL</b>							

## **SECTION 6 - SUBMITTAL DOCUMENTS**

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, February 24, 2026**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

### **1 CONFIRMATION TO BIND**

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

Please confirm

\*Response required

### **2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE**

NOTE: Vendors are not required to purchase any additional insurance in order to submit a bid. However, they must certify that they either currently hold, or are able and willing to obtain, all required insurance coverages, endorsements, and limits prior to award and execution of the contract.

2.1 I certify that, if awarded this contract, I will be required to obtain and maintain all insurance policies as detailed in the INSURANCE REQUIREMENTS Section of this solicitation before any work may commence, and throughout the life of the contract.\*

Please confirm

\*Response required

2.2 Do you confirm that you will only use insurance carriers licensed to do business in the State of Florida and rated no less than "A" as to management, and no less than "Class VI" as to financial strength by A.M. Best, and that you understand all endorsements required (e.g., Additional Insured, Waiver of Subrogation, etc.) must be included?\*

Yes

No

\*Response required

2.3 Do you currently carry insurance policies that meet or exceed the minimum requirements outlined in the INSURANCE REQUIREMENTS section of this solicitation?\*

Yes

No

\*Response required

When equals "Yes"

2.3.1 Please upload your current certificate(s) of insurance that demonstrate compliance with the insurance requirements outlined in this solicitation.\*

\*Response required

When equals "No"

2.3.2 Please upload documentation showing that you have obtained a letter from your insurance broker or carrier, such as a Letter of Intent to Insure, Evidence of Insurability, or a Conditional Certificate of Insurance.\*

Documentation should show that:

- You can obtain the required insurance.
- The limits and types of coverage will meet the INSURANCE REQUIREMENTS outlined in the solicitation.
- You will provide a COI upon contract award.

\*Response required

When equals "No"

2.3.3 Please upload your current certificate(s) of insurance.\*

\*Response required

2.4 Do you believe you are exempt from one or more insurance requirements (e.g., Workers' Compensation)?\*

Yes

No

\*Response required

When equals "Yes"

2.4.1 Please upload written documentation requesting an exemption on your company letterhead, subject to City approval.\*

\*Response required

2.5 Do you plan on using subcontractors for this project?\*

Yes

No

\*Response required

When equals "Yes"

2.5.1 Do you acknowledge that all subcontractors must also carry the same insurance or be covered under your policy, and that proof of such coverage must be provided to the City?\*

Yes

No

\*Response required

### **3 PROJECT DOCUMENTS**

#### **3.1 PROPOSERS BACKGROUND INFORMATION FORM\***

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

- [Proposers\\_Background\\_Inform...](#)

\*Response required

### **4 E-RATE SPIN CERTIFICATION**

#### **4.1 E-Rate Certification Sheet\***

Please download the below documents, complete, and upload.

This document requires service providers to have an active SPIN (Service Provider Information Number), a unique nine digit number assigned to service providers by USAC. Service providers are required to have a SPIN to be in compliance when filing for E-Rate reimbursement.

- [E-Rate\\_Certification\\_Form.pdf](#)

\*Response required

#### **4.2 SPIN (Service Provider Information Number)\***

Please enter your active SPIN (Service Provider Information Number), a unique nine digit number assigned to service providers by USAC, here.

*Maximum response length: 9 characters*

\*Response required

#### **4.3 Upload Confirmation Documentation of your active SPIN\***

Please visit the "E-Rate Service Provider Download Tool"

at <https://opendata.usac.org/stories/s/twgi-emss> and provide a printout showing that your SPIN is currently active, or other applicable documentation to provide sufficient proof that your SPIN is active.

\*Response required

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

### 5.1 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM\*

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

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

\*Response required

### 5.2 Public Entity Crimes Status\*

- Which option did you select on the Sworn Statement on Public Entity Crimes Form:
  - 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.
  - B1) 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 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 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 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 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 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.)

- A) No convictions.
- B1) Convicted, final order did not place on the convicted vendor list.
- B2) Convicted, listed, then removed.
- B3) Convicted, not listed, action pending.

\*Response required

5.3 Did you select option B1 or B2 above?\*

- Yes
- No

\*Response required

When equals "Yes"

5.3.1 Please upload a copy of the final order issued by the hearing officer of the State of Florida, Division of Administrative Hearings.\*

\*Response required

5.4 Did you select option B3 above?\*

- Yes
- No

\*Response required

When equals "Yes"

5.4.1 Please describe any action taken by or pending with the Department of General Services.\*

\*Response required

## **6 DRUG-FREE WORKPLACE CERTIFICATION**

6.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION FORM\*

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

- [Vendor\\_Drug-Free\\_Workplace\\_...](#)

\*Response required

6.2 Drug-Free Status\*

- Complies fully.
- Does not comply.

\*Response required

## **7 STANDARD DOCUMENTS**

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

7.1 NON-COLLUSIVE AFFIDAVIT\*

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

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

\*Response required

7.2 SCRUTINIZED COMPANY CERTIFICATION\*

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

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

\*Response required

7.3 E-VERIFY SYSTEM CERTIFICATION\*

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

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

\*Response required

7.4 HUMAN TRAFFICKING AFFIDAVIT\*

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

## **8 VENDOR REGISTRATION**

- 8.1 Do you currently have a City of Pembroke Pines Vendor Number registered in the PaymentWorks System?\*
- The City of Pembroke Pines utilizes OpenGov as its e-Procurement platform for solicitation and bid submission purposes. However, please be advised that **vendor registration for onboarding and processing payments is handled separately** through the City's Accounts Payable Division using **PaymentWorks**, a secure online vendor management platform.
  - All vendors that will be submitting invoices and requiring payments from the City are required to register on the PaymentWorks platform. If the vendor is not currently registered with the City via PaymentWorks and does not have a Vendor Number, the City will have to invite the vendor to register.
  - For formal solicitations such as this project, the Procurement Department will send PaymentWorks registration invitations to vendor(s) who are under active consideration for award. Please be aware that not all vendors who submit proposals will receive an invitation, in order to manage system usage and avoid onboarding vendors who are unlikely to receive payments from the City.
  - Invitations will typically be sent to the contact listed on the submitted Vendor Information Form.

Yes

No

\*Response required

When equals "Yes"

8.1.1 What is your Vendor Number?\*

\*Response required

- 8.2 **VENDOR INFORMATION FORM\***
- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

\*Response required

- 8.3 **FORM W-9 (REVISED MARCH 2024)\***
- a. Please download the attached document, complete all required fields, and upload the completed form here.

- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.
- [Form W-9 \(Rev March 2024\).pdf](#)

\*Response required

## **9 OPTIONAL DOCUMENTATION**

### 9.1 TRADE SECRETS

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

9.2 FINANCIAL STATEMENTS

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

9.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
- b. In addition, pursuant to the “**Brand Names**” Section included in the [GENERAL TERMS AND CONDITIONS](#) Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor’s responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

9.4 ADDITIONAL INFORMATION

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

9.5 PROFESSIONAL LICENSES

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

**10 VENDOR CLASSIFICATION**

- 10.1 Is your firm a Veteran Owned Small Business (VOSB)?\*
- a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation.
  - b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

- Yes  
 No

\*Response required

When equals "Yes"

10.1.1 Upload the "Determination Letter" from the United States Department of Veteran Affairs Center notifying the business that they have been approved as a Veteran Owned Small Business (VOSB)

When equals "Yes"

10.1.2 Upload Veteran Owned Small Business Certification(s) from any relevant agency(ies)

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

- Yes  
 No

\*Response required

When equals "Yes"

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

*Select all that apply*

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

\*Response required

When equals "Yes"

10.2.2 MBE Certification Documentation\*

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

\*Response required

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

- Yes  
 No

\*Response required

When equals "Yes"

10.3.1 WMBE Certification Documentation\*

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

\*Response required

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

- Yes  
 No

\*Response required

When equals "Yes"

10.4.1 HubZone Business / Labor Surplus Area Firm Certification Documentation\*

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

\*Response required

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

- Yes  
 No

\*Response required

When equals "Yes"

10.5.1 SBE Certification Documentation\*

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

\*Response required

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

Yes

No

\*Response required

When equals "Yes"

10.6.1 CBE Certification Documentation\*

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

\*Response required

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

Yes

No

\*Response required

When equals "Yes"

10.7.1 DBE Certification Documentation\*

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

\*Response required

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

Yes

No

\*Response required

When equals "Yes"

10.8.1 Other Vendor Classification Certification Documentation\*

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

\*Response required

## **11 FEDERAL DOCUMENTS**

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

#### a. **Lobbying:**

1. 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**.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the 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:**

1. 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**.

- Please download the below documents, complete, and upload.

- [Federal Certification for L...](#)

\*Response required

### 11.2 Are you currently registered as an active entity on SAM.gov (System for Award Management)?\*

- a. All vendors submitting bids for this project must be registered and active in the System for Award Management (SAM.gov) at the time of bid award. This is a federal requirement for entities receiving federal funds, including contracts, grants, or other financial assistance. Registration on SAM.gov ensures that vendors are eligible to do business with the U.S. government and are not suspended, debarred, or otherwise excluded from participation in federal programs. SAM registration is free and can be completed at <https://sam.gov>. Bidders must provide their Unique Entity ID (UEI) and proof of active registration as part of their proposal.

Yes

No

\*Response required

When equals "Yes"

11.2.1 If yes, please provide your Unique Entity ID (UEI)\*

\*Response required

When equals "Yes"

11.2.2 What is the expiration date of your current SAM.gov registration?  
(MM/DD/YYYY)\*

\*Response required

When equals "Yes"

11.2.3 Proof of Registration Upload\*

1. Please upload a PDF copy or screenshot of your entity's active registration status from SAM.gov that includes:

- A. Entity Name
- B. Unique Entity ID (UEI)
- C. DUNS (if applicable)
- D. Registration Status ("Active")
- E. Expiration Date

2. *This document must be downloaded from <https://sam.gov> and must show the current status at the time of bid submission.*

\*Response required

11.3 Debarment Status - Is your entity currently debarred, suspended, or otherwise excluded from receiving federal contracts or financial assistance?\*

Yes

No

\*Response required

When equals "Yes"

11.3.1 If yes, please provide an explanation.\*

\*Response required

When equals "Yes"

11.3.2 If yes, please upload any relevant documentation, if applicable.

11.4 I certify that the information provided above is true and correct to the best of my knowledge. I understand that false or misleading statements may disqualify this bid and subject the entity to federal penalties.\*

Please confirm

\*Response required

## **SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION**

### **7.1 Qualifying & Selecting Firms**

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

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## **SECTION 8 - INSURANCE REQUIREMENTS**

### **8.1 General Indemnification**

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

### **8.2 Insurance Coverage**

- A. **Vendor** 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 **Vendor** allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the **Vendor** or their Insurance Broker must agree to provide notice.
- D. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the **Vendor** 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 **Vendor** shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. **Vendor** shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

### **8.3 Comprehensive General Liability Insurance**

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

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

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

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

### **8.4 Workers' Compensation and Employers' Liability Insurance**

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the **Vendor** engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the **Vendor** 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 **Vendor** Coverage for the **Vendor** and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

\$500,000 Each Accident

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

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

### **8.5 Comprehensive Auto Liability Insurance**

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

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

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

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

### **8.6 Umbrella/Excess Liability Insurance**

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

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

### **8.7 Professional Liability/Errors & Omissions Insurance**

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

date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

### **8.8 Cyber Liability including Network Security and Privacy Liability**

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.**

### **8.9 Required Endorsements**

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

### **8.10 Additional Requirements**

- A. Any and all insurance required of the **Vendor** 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 **Vendor**

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

- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the **Vendor** has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **SECTION 9 - GENERAL TERMS AND CONDITIONS**

### **9.1 EXAMINATION OF CONTRACT DOCUMENTS**

Before submitting a Proposal, each Proposer should:

- A. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work,
- B. study and carefully correlate the Proposer's observations with the Proposal Documents; and
- C. notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

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

### **9.2 CONFLICT OF INSTRUCTIONS**

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

### **9.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item).

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

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

### **9.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

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

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

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

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

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

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

The awarded **Vendor** shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

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

## **9.6 WARRANTIES FOR USAGE**

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

## **9.7 QUALITY**

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

## **9.8 SAMPLES**

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

## **9.9 ESTIMATED QUANTITIES**

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

## **9.10 DEVELOPMENT COSTS**

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

## **9.11 PRICING**

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

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or proposer.

## **9.12 DELIVERY POINT**

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

## **9.13 TAX EXEMPT STATUS**

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

## **9.14 CONTRACT TIME**

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

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

## **9.15 COPYRIGHT OR PATENT RIGHTS**

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

#### **9.16 ANTI-TRUST VIOLATIONS**

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

#### **9.17 PUBLIC ENTITY CRIMES**

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

### **9.18 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.

### **9.19 FACILITIES**

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

### **9.20 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.

### **9.21 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 **Vendor**, 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 **Vendor** after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **9.22 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.

### **9.23 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 OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

#### **9.24 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 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

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

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

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

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

- A. Open the sealed bids at a public meeting.
- B. Announce at that meeting the name of each bidder and the price submitted in the bid.
- C. Make available upon request the name of each bidder and the price submitted in the bid.

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

#### **9.25 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).

### **9.26 BID PROTEST**

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

### **9.27 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 consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

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

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

### **9.28 DEFAULT PROVISION**

In the case of default by the proposer or **Vendor**, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or **Vendor** 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 **Vendor'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 Vendor of its intentions and the effective date of the termination. The following shall constitute default:

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

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

Additional provisions may be included in the specimen contract.

### **9.29 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.

### **9.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

### **9.31 SCRUTINIZED COMPANIES LIST**

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

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

### **9.32 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 OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

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

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

### **9.34 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:

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

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

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

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

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

### **9.35 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.

A. Definitions for this Section:

1. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
2. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of

all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **9.36 JESSICA LUNSFORD ACT**

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

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

- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the **Vendor**, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

### **9.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

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

## **SECTION 10 - 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:

### **10.1 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.

### **10.2 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.

### **10.3 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.

### **10.4 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

### **10.5 COPELAND ANTI-KICKBACK ACT**

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

### **10.6 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).

### **10.7 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).

### **10.8 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.

## **10.9 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).

- A. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
- B. 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.
- C. 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.

#### **10.10 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.

#### **10.11 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.

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. 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.

#### **10.12 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).

#### **10.13 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.

#### **10.14 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.

#### **10.15 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.

#### **10.16 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.

#### **10.17 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.

#### **10.18 FRAUDULENT STATEMENTS**

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

#### **10.19 PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

A. **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:

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;
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;
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
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.

B. **Exceptions.** This Section does not prohibit CONTRACTOR from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. 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:

- a. Covered telecommunications equipment or services that:
    1. Are not used as a substantial or essential component of any system; and
    2. Are not used as critical technology of any system.
  - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- C. **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:
1. 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.
  2. 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.

## **10.20 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.

## **10.21 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.

## **10.22 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.

## **10.23 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.

## **10.24 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.

#### **10.25 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.

#### **10.26 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).

#### **10.27 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.

#### **10.28 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.

+1 User



## E-Rate Cisco Switches for West Campus

 Invitation For Bid

 Charter Schools - West Campus

 20400, 20600, 20700, 20800, 20900... show all

**Project ID:** ED-26-01

**Release Date:** Tuesday, January 27, 2026

**Due Date:** Tuesday, February 24, 2026 2:00pm

 Posted  Wednesday, January 21, 2026 9:10pm

 Bid Unsealed Tuesday, February 24, 2026 2:30pm by Gabriel Fernandez

 Pricing Unsealed Tuesday, February 24, 2026 2:30pm by Gabriel Fernandez

*All dates & times in Eastern Time*

Edit   Preview

### Addenda & Official Notices

Addenda & Notices issued following the posting of the project

<a href="#">All</a>	0
<a href="#">Addenda</a>	0
<a href="#">Notices</a>	0

No Addenda Have Been Issued

 Draft Addendum

No Notices Have Been Issued

 Draft Notice

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

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

## INSURERS AFFORDING COVERAGE

INSURED

**YOUR COMPANY NAME HERE**

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

**Companies providing coverage**

## COVERAGES

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

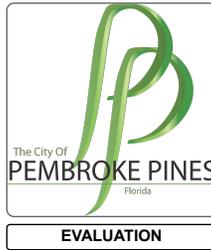
CANCELLATION

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

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

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE



## E-Rate Cisco Switches for West Campus

 Invitation For Bid

 Charter Schools - West Campus

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Edit   Preview

### 1. NOTICE

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

**IFB # ED-26-01**

**E-Rate Cisco Switches for West Campus**

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

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

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

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

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

**Proposals will be accepted until 2:00 pm on Tuesday, February 24, 2026, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/228149>.**

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

**Virtual Bid Opening:** In light of public health concerns and to ensure accessibility for all, the City encourages interested parties and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

**Virtual Meeting Details:**

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

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

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

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

Daniel Deleon or other Procurement Staff in the Procurement Department

City of Pembroke Pines

8300 South Palm Drive,

Pembroke Pines, FL 33025

(954) 518-9061 Ext: 59021 or 954-518-9020

[purchasing@ppines.com](mailto:purchasing@ppines.com)



City of Pembroke Pines

## Procurement

Mark Gomes, Assistant City Manager / Director of Procurement &  
Sustainability

601 City Center Way, Pembroke Pines, FL 33025  
(954) 431-4884

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### QUESTION & ANSWER REPORT

IFB No. ED-26-01

### E-Rate Cisco Switches for West Campus

RESPONSE DEADLINE: February 24, 2026 at 2:00 pm

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. No subject

*Jan 21, 2026 9:47 PM*

**Question:** Do you guys want me to give you a quote on all 5 Jobs combined on 1 quote or would you want 5 different quotes based since there are 5 different pricing proposals ?

*Jan 21, 2026 9:47 PM*

**Answered :** The City would prefer 5 different quotes based on the pricing proposals presented.

*Feb 12, 2026 5:13 PM*

### 2. Labor

*Jan 26, 2026 3:20 PM*

**Question:** Is labor expected for this opportunity? Or is it only to supply the equipment?

*Jan 26, 2026 3:20 PM*

**Answered :** Please see Section 4.4 Hardware Requested in the Scope of Work. The relevant section is posted below: "The City is requesting pricing for the hardware in the table below. Proposals should be for hardware only. No services (e.g., installation, configuration, or maintenance) should be included in the price proposed."

*Feb 12, 2026 5:13 PM*

### 3. No subject

*Feb 3, 2026 7:47 AM*

**Question:** Is this district tax exempt? If so please provide the document. Thanks

*Feb 3, 2026 7:47 AM*

**Answered :** The City and Charter Schools are tax exempt. The documentation will be provided to the selected vendor upon award of the project.

*Feb 18, 2026 10:13 AM*