



City of Pembroke Pines

**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
DSW HOMES, LLC.**

THIS AGREEMENT ("Agreement"), dated November 1, 2023, is entered into by and between:

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

and

DSW HOMES, LLC., a Limited Liability Company, as listed with the Texas Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1650 East Winding Way Drive, Building B, Friendswood, TX 77546** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **June 27, 2023**, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to perform **various types of home repair projects**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications (RFQ) # PL-23-01
"General Contractors for Home Repair Projects"

1.2 On **July 25, 2023**, the bids were opened at the offices of the City Clerk.



City of Pembroke Pines

1.3 On November 1, 2023, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform the various home repair projects and authorized the negotiation of various agreements for the services herein required.

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

1.5 CONTRACTOR is one of the qualified firms willing and able to perform various home repair projects for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

1.6 CITY intends and CONTRACTOR acknowledges that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR agrees to perform various home repair projects for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, it receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. From time to time, the CITY may receive similar types of funds to carry out similar activities.**

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's **RFQ # PL-23-01**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, incorporated herein and made a part hereof as **Exhibit "B"**, according to the prices and terms contained therein.

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

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without



City of Pembroke Pines

such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

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

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

2.7 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall provide the Services as required herein and in accordance with **Exhibit "A"**, for a **two (2) year** period which shall commence on the effective date of this Agreement and naturally expire **two (2) years** thereafter, or upon expenditure of all funds in conformance with the requirements of the program.

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

3.2.1 At the discretion of the CITY, CONTRACTOR may be permitted to complete projects for which CONTRACTOR has received a Notice to Proceed, and permits have been approved by the CITY.

3.3 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **thirty (30) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.



3.4 **Termination for Cause.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

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

3.4.2 CONTRACTOR becomes insolvent;

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

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

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

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

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

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

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

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



City of Pembroke Pines

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

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

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

**DSW Homes, LLC.
1650 East Winding Way Drive, Building B
Friendswood, TX 77546**

ARTICLE 5 **GUARANTEE OF SERVICES**

CONTRACTOR warrants and guarantees that the Services performed hereunder and each individual good or item rendered, including all components and all installed accessories and equipment, shall be fit for its intended use. CONTRACTOR agrees to provide a warranty as to fitness for all goods and items rendered for a period of one (1) year following acceptance or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement, for each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason



of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims, and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 7 **INSURANCE**

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

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

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



City of Pembroke Pines

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

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

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

7.7 REQUIRED INSURANCE

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

Yes No

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

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

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



City of Pembroke Pines

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

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

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

7.8 REQUIRED ENDORSEMENTS

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

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

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

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



City of Pembroke Pines

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

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

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

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



City of Pembroke Pines

termination based on lack of funding.

ARTICLE 11

UNCONTROLLABLE FORCES

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

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

ARTICLE 12

GOVERNING LAW AND VENUE

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

ARTICLE 13

SIGNATORY AUTHORITY

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

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

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

ARTICLE 15

BANKRUPTCY



City of Pembroke Pines

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

ARTICLE 16

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17

DISPUTE RESOLUTION

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

ARTICLE 18

PUBLIC RECORDS

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

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

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

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



City of Pembroke Pines

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

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

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 19
SCRUTINIZED COMPANIES**

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

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

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

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



19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR will comply with the requirements of Section 35.39 of the CITY's Code of Ordinances at the time of contract award.

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

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

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

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

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

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

ARTICLE 21

EMPLOYMENT ELIGIBILITY



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

21.1.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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



City of Pembroke Pines

Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

FEDERAL REQUIREMENTS

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

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

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

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

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



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

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

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

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

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

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



City of Pembroke Pines

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

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

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

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

22.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours



worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

22.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (22.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (22.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (22.4.1) of this section.

22.4.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (22.4.2) of this section.

22.4.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water



Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

22.16.1 Prohibitions.

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

22.16.1.2 Unless an exception in paragraph 22.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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



22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 Exceptions.

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

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

22.16.3 Reporting requirement.

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 22.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or



City of Pembroke Pines

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

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

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

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

ARTICLE 23

MISCELLANEOUS



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

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

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

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

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

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



City of Pembroke Pines

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

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

CONTRACTOR: **Ashley Byrd – Business Development**
DSW Home, LLC.
1650 East Winding Way Drive, Building B
Friendswood, TX 77546
E-mail: Ashley.byrd@dswhomes.com
Telephone No: (409) 939-6704

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

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

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

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

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



City of Pembroke Pines

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

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

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

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

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob Horowitz

A563A1DDEFD5417...

Print Name: Jacob Horowitz

OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

Marlene D. Graham

E858EEE04EEF4F3...

November 7, 2023
MARLENE D. GRAHAM, CITY CLERK

BY: _____

Charles F. Dodge

47B966ECFDAD4AC...

November 7, 2023

CHARLES F. DODGE, CITY MANAGER

DS



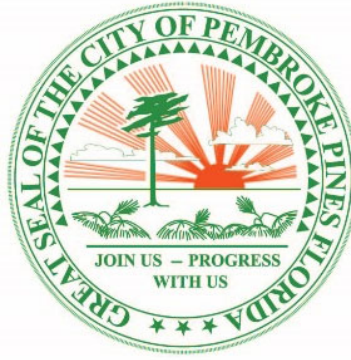
CONTRACTOR:

DSW HOMES, LLC.

Signed By: _____

Printed Name: Paul Judson

Title: VP of Purchasing & Estimating



General Contractors for Home Repair Projects

Request for Qualifications # PL-23-01

General Information		
Project Cost Estimate	Not Applicable	See Section 1.4
Project Timeline	Projects shall be on an as-needed basis, this agreement shall terminate no later than two (2) years after the date of execution.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	July 10, 2023	See Section 1.8
Proposals will be accepted until	2:00 p.m. on July 25, 2023	See Section 1.8
5% Proposal Security / Bid Bond	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of proposal cost. <input type="checkbox"/> Required in the event that the proposal exceeds \$200,000.	See Section 4.1
100% Payment and Performance Bonds	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of proposal cost. <input type="checkbox"/> Required in the event that the proposal exceeds \$200,000.	See Section 4.2
Grant or Federal Funding Information	U.S. Department of Housing and Urban Development (HUD)	Not Applicable

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



Table of Contents

SECTION 1 - INSTRUCTIONS	7
1.1 NOTICE	7
1.1.1 VIRTUAL BID OPENING	7
1.2 PURPOSE	8
1.2.1 Background	9
1.2.2 Section 3 Compliance	9
1.3 SCOPE OF WORK	10
1.4 PROJECT TIMELINE	10
1.4.1 Post Award Process	10
1.4.1.1 Approved Pool of Vendors	10
1.4.1.2 Environmental Inspection Services	11
1.4.1.3 Order of Operations:	11
1.4.2 Fees	12
1.4.3 Contract Performance	12
1.4.3.1 Specimen Contract	12
1.4.3.2 Manner of Performance	12
1.4.3.3 Poor Performance	12
1.5 PROPOSAL REQUIREMENTS	12
1.5.1 Questionnaires	13
Tab 1 - Experience and Capabilities (35 points):	13
Tab 2 - References Form (35 points):	14
Tab 3 - Firm's Understanding and Approach to the Work (30 points):	14
1.5.2 Other Completed Questionnaires	15
1.5.3 Other Completed Documents:	15
1.5.4 Optional Documentation	15
1.6 VENDOR REGISTRATION DOCUMENTS	17
1.6.1 Vendor Information Form	17
1.6.2 Form W-9 (Rev. October 2018)	17
1.6.3 Company Profile Form	17
1.6.4 Sworn Statement on Public Entity Crimes Form	17
1.6.5 Equal Benefits Certification Form	17
1.6.6 Vendor Drug-Free Workplace Certification Form	17



1.6.7	Scrutinized Company Certification.....	17
1.6.8	E-Verify System Certification Statement	17
1.6.9	Veteran Owned Small Business Preference Certification	18
1.6.10	Local Business Tax Receipts	18
1.6.11	Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds.....	18
1.6.12	Minority-Owned Business Enterprise.....	19
1.6.13	Woman-Owned Business Enterprise	19
1.6.14	HUBZone-Certified Small Businesses / Labor Surplus Area Firms	19
1.7	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	19
1.8	TENTATIVE SCHEDULE OF EVENTS	20
1.9	SUBMISSION REQUIREMENTS	20
1.10	FREQUENTLY ASKED QUESTIONS (FAQs).....	20
1.10.1	GENERAL QUESTIONS.....	20
1.10.2	INSURANCE QUESTIONS	21
1.10.3	BONDING QUESTIONS.....	21
1.10.4	LICENSE QUESTIONS.....	22
1.10.5	FUNDING QUESTIONS	22
1.10.6	SECTION 3 BUSINESS CONCERN QUESTIONS	23
	SECTION 2 - INSURANCE REQUIREMENTS	25
	SECTION 3 - GENERAL TERMS & CONDITIONS.....	32
3.1	EXAMINATION OF CONTRACT DOCUMENTS.....	32
3.2	CONFLICT OF INSTRUCTIONS.....	32
3.3	ADDENDA or ADDENDUM	32
3.4	INTERPRETATIONS AND QUESTIONS	32
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	32
3.6	WARRANTIES FOR USAGE	33
3.7	BRAND NAMES.....	33
3.8	QUALITY.....	33
3.9	SAMPLES.....	33
3.11	DEVELOPMENT COSTS.....	33
3.12	PRICING.....	33
3.13	DELIVERY POINT	34
3.14	TAX EXEMPT STATUS	34



3.15	CONTRACT TIME	34
3.16	COPYRIGHT OR PATENT RIGHTS	34
3.17	PUBLIC ENTITY CRIMES	34
3.18	CONFLICT OF INTEREST	34
3.19	FACILITIES	34
3.20	ENVIRONMENTAL REGULATIONS	35
3.21	SIGNATURE REQUIRED.....	35
3.22	MANUFACTURER’S CERTIFICATION.....	35
3.23	MODIFICATION OR WITHDRAWAL OF PROPOSAL	35
3.24	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	35
3.25	RESERVATIONS FOR REJECTION AND AWARD.....	36
3.26	BID PROTEST	36
3.27	INDEMNIFICATION.....	36
3.28	DEFAULT PROVISION	37
3.29	ACCEPTANCE OF MATERIAL.....	37
3.30	LOCAL GOVERNMENT PROMPT PAYMENT ACT.....	38
3.31	SCRUTINIZED COMPANIES LIST.....	38
3.32	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	38
3.33	PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	39
3.34	CONE OF SILENCE	39
3.35	E-VERIFY	40
3.36	JESSICA LUNSFORD ACT	41
SECTION 4 - SPECIAL TERMS & CONDITIONS.....		42
4.1	PROPOSAL SECURITY.....	42
4.2	PAYMENT AND PERFORMANCE BONDS	42
4.3	OWNER’S CONTINGENCY	43
4.4	TAX SAVER PROGRAM	43
4.5	RELEASE OF LIEN.....	43
4.6	SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS.....	43
4.7	LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	44
A.	NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES.....	44



B.	ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL	44
C.	EQUAL EMPLOYMENT OPPORTUNITY	44
D.	DAVIS-BACON & RELATED ACTS	45
E.	COPELAND ANTI-KICKBACK ACT	45
F.	CONTRACT WORK HOURS AND SAFETY STANDARDS	45
G.	FEDERAL CLEAN AIR AND WATER ACTS	45
H.	SUSPENSION AND DEBARMENT	46
I.	ANTI-LOBBYING	46
J.	RECYCLED PRODUCTS / RECOVERED MATERIALS	47
K.	MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION	47
L.	COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT 47	
M.	REPORTING & RETENTION OF RECORDS	48
N.	RIGHTS TO INVENTIONS	48
O.	NO OBLIGATION BY THE FEDERAL GOVERNMENT	48
P.	DHS SEAL, LOGO, AND FLAGS	48
Q.	COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS	48
R.	FRAUDULENT STATEMENTS	48
S.	PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES	48
T.	DOMESTIC PREFERENCE FOR PROCUREMENTS	49
U.	LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS	50
V.	PERSONALLY IDENTIFIABLE INFORMATION	50
W.	RIGHTS IN DATA	50
X.	INSPECTION AND ACCEPTANCE	50
Y.	DOCUMENTATION OF COSTS	51
Z.	DRUG FREE WORKPLACE	51
AA.	ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES	51
BB.	PROHIBITIONS OF GRATUITIES	51
4.8	ADDITIONAL FEDERAL PROVISIONS FOR NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS	51
A.	BUY AMERICAN ACT	51



B. DISCOUNTS, REBATES & CREDITS 52

C. CIVIL RIGHTS 52

D. INSPECTION OF FACILITY 52

ATTACHMENTS

- Attachment A: Non-Collusive Affidavit
- Attachment B: Sample Insurance Certificate
- Attachment C: Specimen Contract - **Continuing Services Agreement**



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

**RFQ # PL-23-01
General Contractors for Home Repair Projects**

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, July 25, 2023. Proposals must be submitted electronically at <https://ppines.bonfirehub.com/>. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

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

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



City of Pembroke Pines

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

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

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

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

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

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

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

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, with significant, verifiable experience in completing various types of home repair projects for residential homes.

This bid is designed to overlap the current pool of **General Contractors for Home Repair Projects**, in an effort to create a new pool that will replace the current pool upon its expiration but that can be called upon the award of this solicitation. Vendors of the current pool that would like to continue being a part of the pool must bid on this solicitation to be considered for the new pool.

The types of services to be rendered include the following:



- Correcting municipal code violations
- Abating any health and safety problems in the resident's home
- Providing safe electrical and mechanical systems
- Stopping weather penetration to make the resident's home more energy efficient
- Improving the general condition of the resident's structure

As each home repair project is determined, the approved pool of contractors will be invited to submit a bid for that particular home repair. The bid must include a quote and a timeline to complete the requested project. The lowest, most responsive/responsible Contractor that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

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

1.2.1 Background

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

The City utilizes a pool of General Contractors, Home Inspectors, and Environmental Specialists for these projects. The pool of contractors for Home Inspectors, Environmental Specialists services and General Contractors are set to expire on March 1, 2024.

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

1.2.2 Section 3 Compliance

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



As each home repair project is determined, the approved pool of contractors will be invited to submit a bid for that particular home repair. Preference shall be given to Certified Section 3 Business Concerns. Whenever two (2) or more bids, which are equal with respect to price, quality and service, are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form (and the Residential Employment Opportunity Data Form, if applicable) certifying that it is a Certified Section 3 Business Concern shall be given preference in the award process. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under Section 3.

1.3 SCOPE OF WORK

The General Contractor services required include, but are not necessarily limited to the following:

1. Complete residential home repairs per specifications and requirements provided by the City.
2. Submit permits (and drawings) for construction repairs as required.
3. Produce quality work.
4. Abide by and adhere to all conditions and requirements of the rehabilitation program.
5. Complete all repairs in a prompt/timely manner, and within budget.
6. Effectively practice sound financial business practices and fiscal responsibility.
7. Establish and maintain professional and pleasant rapport with the City and property owners.

1.4 PROJECT TIMELINE

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

1.4.1 Post Award Process

1.4.1.1 Approved Pool of Vendors

When the RFQ process is completed and the new pool of vendors is approved by the City Commission, the City's Procurement Division will route the agreements for approval. Upon approval, copies of the executed agreements will be forwarded



to the City's Contract Housing Administrator along with the contact information for each approved vendor.

The City's Contract Housing Administrator will invite all approved **General Contractors** to bid on every new project.

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

1.4.1.2 Environmental Inspection Services

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

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

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

1.4.1.3 Order of Operations:

1. Inspection completed at the property.
2. Work specifications with pictures and checklist completed for each project.
3. Work specifications approved by the City's Contract Housing Administrator.
4. Inspector has work specifications approved by homeowner.
5. Pre-bid meeting is set up at the property (all approved contractors invited).
6. Bid due date/time is set up for 5 to 7 days after pre-bid meeting.
7. Bids must be submitted on time in a sealed envelope with no un-initialed corrections. Section 3 agreement must be completed and signed as well as the pricing page of the bid otherwise the bid will be deemed non-responsive.
8. If the contractor agrees to hire a new Section 3 compliant employee in the bid, proof of the new hire must be provided by the required forms (including the Certification of Business Concerns Seeking Section 3 Form and the Assurance of Compliance Form) provided by the City's Contract Housing Administrator.



9. In the event of a tie-bid preference will be given to the contractor that agreed to hire a Section 3 candidate. If both contractors agreed to the Section 3 requirement, the contractor who submitted the bid first will be the winner. Each bid is clocked in to ensure timeliness.

1.4.2 Fees

There are no pre-set fees for the General Contractors. Home Inspectors shall generate cost estimations for each project and the City's Contract Housing Administrator will invite all approved **General Contractors** to competitively bid on each project.

1.4.3 Contract Performance

1.4.3.1 Specimen Contract

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

1.4.3.2 Manner of Performance

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

1.4.3.3 Poor Performance

The City of Pembroke Pines reserves the right to terminate the agreement with Successful Proposers, including revocation of registration, for any reason that the City determines is in the best interests of its residents and citizens, including but not limited to:

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

1.5 PROPOSAL REQUIREMENTS



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

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

1.5.1 Questionnaires

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

Tab 1 - Experience and Capabilities (35 points):

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

1. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
2. A minimum of two (2) years of experience. Please provide proof of such experience.
3. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
5. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
6. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
7. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
8. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
9. Explain the ability and experience of the field staff with specific attention to project related experience.



Tab 2 - References Form (35 points):

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

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

Details should include the following:

- 1. References Contact Information**
 - a. Name of Firm, City, County or Agency
 - b. Address
 - c. Contact Name
 - d. Contact Title
 - e. Contact E-mail Address
 - f. Contact Telephone #
- 2. Project Information**
 - a. Name of Contractor Performing the work
 - b. Name and location of the project
 - c. Nature of the firm's responsibility on the project
 - d. Project duration
 - e. Completion (Anticipated) Date
 - f. Size of project
 - g. Cost of project
 - h. Work for which staff was responsible.
 - i. Contract Type
 - j. The results/deliverables of the project

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

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



1. General:

- a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
- b. Please clearly describe all aspects of the project proposed.
- c. How would you organize this project in terms of milestones?
- d. Please clearly describe all aspects of the project proposed.
 - i. Include details of your approach and work plans.
- e. Identify any issues or concerns of significance that may be appropriate.
- f. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

2. Quality:

- a. How do you ensure the quality of your services?
 - i. What criteria do you use to measure your quality?
- b. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
- c. Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.

1.5.2 Other Completed Questionnaires

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

1.5.3 Other Completed Documents:

1. **Attachment A: Non-Collusive Affidavit**

1.5.4 Optional Documentation

1. Trade Secrets:

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void.



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

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

2. Financial Statements:

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

3. Additional Information:



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

1.6 VENDOR REGISTRATION DOCUMENTS

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

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").



- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.9 Veteran Owned Small Business Preference Certification

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

1.6.10 Local Business Tax Receipts

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

a. Lobbying:

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

b. Debarment, Suspension and Other Responsibility Matters:

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



1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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

Criteria	Points
Experience and Capabilities	35 points
References Form	35 points
Firm's Understanding and Approach to the Work	30 points
Total Points	100 points

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.
- E. After the contracts have been executed with the awarded pool of contractors, the awarded pool of contractors will be invited to bid on specific projects on an as-needed basis. Please note that the City reserves the right to limit the number of projects that a first time contractor may receive until the contractor is able to demonstrate the ability to satisfactorily close out their first two projects.



1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 27, 2023
Pre-Bid Meeting	Not Applicable
Question Due Date	July 10, 2023
Anticipated Date of Issuance for the Addenda with Questions and Answers	July 13, 2023
Proposals will be accepted until	2:00 p.m. on July 25, 2023
Proposals will be opened at	2:30 p.m. on July 25, 2023
Evaluation of Proposals by Staff	August 2023
Recommendation of Contractor to City Commission award	September 6, 2023

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on July 25, 2023**.

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

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

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

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

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	Can I include multiple parties in my response?
--------------	--



Answer	Yes, however the City of Pembroke Pines will only pay one party for the work that is rendered. For instance, one party will receive the check as if they are the prime contractor and would have to pay the other parties as they would normally pay subcontractors.
Question # 2	With respect to the inspection part, are these inspectors required to complete the housing quality standard form?
Answer	Inspectors will use the inspection form that mirrors HUD's housing quality standard form. However, inspectors will be provided rehabilitation standards adopted by the City as a guide to complete inspections and work specifications.
Question # 3	All the inspector has to do is issue reports and cost estimates?
Answer	<p>The general inspector must perform comprehensive inspection accompanied by checklist and photos as well as a detailed write up/works specifications on the repairs needed. The work specifications submitted to the City should have cost estimates. If any environmental inspections have been ordered on the property and mitigation is required, the general inspector will incorporate the mitigation steps in the overall work specs that the contractors will bid on.</p> <p>Environmental inspectors will be required to complete inspection requested, provide formal written report, photos and mitigation required. These reports should also have a cost estimate.</p>

1.10.2 INSURANCE QUESTIONS

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

1.10.3 BONDING QUESTIONS

Question # 5	Will this project require the company to have Bonding?
--------------	--



Answer	Due to the budgeted amount for each project, these projects will not be subject to federal bonding requirements.
--------	--

1.10.4 LICENSE QUESTIONS

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

1.10.5 FUNDING QUESTIONS

Question # 9	Are you doing a combination of DRI and CDBG to fund this home repair program?
Answer	The City will utilize federal CDBG, HOME and other funding sources as available. The program utilizes one streamlined process to capture the most restrictive program's requirement.



Question # 10	Please provide the estimated cost budget for this project.
Answer	The budget for each project is dependent on the program. Please contact the City's Contract Housing Administrator.
Question # 11	What is the maximum amount that you propose to give to an eligible homeowner?
Answer	The City provides a maximum amount depending on the program. Please contact the City's Contract Housing Administrator.
Question # 12	A lot of times when you use that housing quality standard, once you identify a deficiency, we somewhat have an obligation to correct that deficiency even if it goes over the \$90,000. Do you have some type of strategy in mind for these projects?
Answer	Code, health and safety are priority items that will be addressed. If a project is cost prohibitive, the City reserves the right to not fund the project. If the project is suitable and funds are available, the unit can be assisted under the City's substantial rehabilitation program. The majority of repairs can be assisted within the maximum budget due to the condition of the housing stock.
Question # 13	How many houses/projects are anticipated?
Answer	This varies as it is dependent on state/federal funding.
Question # 14	In terms of the draw schedule, how is mobilization addressed? If contractors only get paid upon 100% of completion of the job and satisfaction by the owner, what if you have a disgruntled owner, do you have something in place to circumvent that?
Answer	General contractors are paid upon 100% upon completion of the project. If the program inspection and building inspections indicate the work was done according to the approved work specifications, then there is no justification to withhold payment from a contractor.

1.10.6 SECTION 3 BUSINESS CONCERN QUESTIONS

Question # 15	Why do you require Certified Section # 3 business and concern?
Answer	Section 3 is a federal requirement that the City of Pembroke Pines must comply with. It is designed to create employment and training opportunities for residents living in the areas receiving federal funding.



Question # 16	Certified Section 3 Business Concern: Usually this type of service (inspections and estimates) is conducted only for the qualifier; not for employees. There is a special reason this Certified Section 3 Business Concern is required?
Answer	That is correct. Only the qualified person can perform the inspections. The section 3 employee can be the qualifier but does not have to be. For example, if an inspection firm needs to hire part-time clerical support as a result of being selected in the inspector's pool, then that would trigger section 3 compliance. Please refer to the 3 ways to qualify as a section 3 business concern.
Question # 17	Does Section 3 only apply for new hires?
Answer	Yes, Section 3 only applies to new hires.
Question # 18	Companies qualified as Section 3 in Miami Dade County meet with the requirements for this proposal? Or have to be independently qualified as Section 3 for Broward County?
Answer	Because the income guidelines are different for Broward and Miami-Dade, you will have to certify to Broward County's income guidelines and preferably hire someone from Pembroke Pines, but no further than beyond the Broward County jurisdiction. Section 3 is based on income and location of the employees.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

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

Yes No

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

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

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



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

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

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

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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



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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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



City of Pembroke Pines

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

Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

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



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

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

Yes No

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

Yes No

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

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

Yes No

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

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

Yes No

- ☐ * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained



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

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

Yes No

☐ ☒

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

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

Yes No

☐ ☒

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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



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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

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

3.9 SAMPLES

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

3.10 ESTIMATED QUANTITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

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

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

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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



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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

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

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

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



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

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

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

3.28 DEFAULT PROVISION

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

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

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



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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.31 SCRUTINIZED COMPANIES LIST

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

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

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

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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



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

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

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

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

3.34 CONE OF SILENCE

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

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

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

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



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

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

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

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

(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

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

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

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



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

3.36 JESSICA LUNSFORD ACT

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

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

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



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Requirements: In the event the proposal exceeds \$200,000, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Bonfire. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PL-23-01 General Contractors for Home Repair Projects**" and sent to the:

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

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

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

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

4.2 PAYMENT AND PERFORMANCE BONDS

In the event the proposal exceeds \$200,000, within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section



223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the contract price.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

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

4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the

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

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

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

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS



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

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

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

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

4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence

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

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

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

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

C. EQUAL EMPLOYMENT OPPORTUNITY

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

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color,



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

D. DAVIS-BACON & RELATED ACTS

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

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

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

with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

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

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

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

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

G. FEDERAL CLEAN AIR AND WATER ACTS

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



FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

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

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

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

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

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a

provision requiring such compliance in its lower tier covered transactions.

I. ANTI-LOBBYING

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

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

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

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



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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

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

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

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

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

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

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

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

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

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State



energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

M. REPORTING & RETENTION OF RECORDS

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

N. RIGHTS TO INVENTIONS

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

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations

or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. DHS SEAL, LOGO, AND FLAGS

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

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

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

R. FRAUDULENT STATEMENTS

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

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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



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

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

(3) **Reporting requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as

part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

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



United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

V. PERSONALLY IDENTIFIABLE INFORMATION

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

W. RIGHTS IN DATA

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

X. INSPECTION AND ACCEPTANCE

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

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

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If



the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

Y. DOCUMENTATION OF COSTS

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

Z. DRUG FREE WORKPLACE

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

AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES

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

BB. PROHIBITIONS OF GRATUITIES

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

4.8 ADDITIONAL FEDERAL PROVISIONS FOR NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS

A. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act as may be applicable to the resulting contract (42 U.S.C 5206 - extended until 2023)(7 CFR at 210.21(d).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs



must comply with when purchasing commercial food products served in the school meals programs.

B. DISCOUNTS, REBATES & CREDITS

All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the School Food Authority's nonprofit food service account.

C. CIVIL RIGHTS

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

D. INSPECTION OF FACILITY

The City reserves the right to inspect work performed by Contractor, the Contractor's preparation and storage facilities, and transporting vehicles, as may be applicable, prior to award of Contract and without notice at any time during each resulting contract term, including the right to be present during construction, preparation, and delivery of meals.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

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

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS
	GENERAL LIABILITY	Must Include General Liability			EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc				
	AUTOMOBILE LIABILITY	SAMPLE CERTIFICATE			
	<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				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL	Certificate must contain wording similar to what appears below
"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"	

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



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____,
«Contract_Signature_Year», by and between:

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

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», authorized to do business in the State of Florida, with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1 PREAMBLE

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

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.

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



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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation_Type_Abbreviation» # «Solicitation_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

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

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit “A”** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), which includes an owner's contingency fee of **«Contingency_Fee_Written»** (**«Contingency_Fee_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.



4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

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

ARTICLE 5

CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 7

INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims,



demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

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

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

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

ARTICLE 8

INSURANCE

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

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

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



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

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

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

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

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

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

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 8.7.2 Waiver of all Rights of Subrogation against the CITY
- 8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.



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

8.10 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 Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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



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

ARTICLE 11

UNCONTROLLABLE FORCES

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

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

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 13

VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

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



ARTICLE 15

MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

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

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

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

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

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

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.



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

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

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

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

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

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

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR,



CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17

BANKRUPTCY

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

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

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

ARTICLE 19

PUBLIC RECORDS



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

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

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

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

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

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**



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

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

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

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

CITY Charles F. Dodge, City Manager



City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, Florida 33025
 Telephone No. (954) 450-1040

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

Contractor «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Address_Line_1»
 «Vendor_Address_Line_2»
 E-mail: «Vendor_Email»
 Telephone No: «Vendor_Phone_Number»
 Cell phone No: «Vendor_Cell_Number»
 Facsimile No: «Vendor_Fax_Number»

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

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

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

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

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.



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

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

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

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

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

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

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

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



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

20.19.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

20.19.2.2 Is engaged in business operations in Syria.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

Attachment C

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY**CONTRACTOR:**

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, «Contract_Signature_Year».

NOTARY PUBLIC_____
(Name of Notary Typed, Printed or Stamped)



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

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

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

Summary

Question Set	Questions	% Complete	Progress	
1	14	100.00%	<div><div></div></div>	
2	80	0.00%	<div><div></div></div>	
3	5	0.00%	<div><div></div></div>	
4	10	0.00%	<div><div></div></div>	
5	12	0.00%	<div><div></div></div>	
6	11	0.00%	<div><div></div></div>	
Total	132	10.61%	<div><div></div></div>	



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

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

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

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

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

This section will summarize your responses to those relevant documents.

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

PL-23-01 - General Contractors for Home Repair Projects

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



Project Details

Project: General Contractors for Home Repair Projects

Ref. #: PL-23-01

Type: RFSQ

Status: CLOSED

Open Date: Jun 27th 2023, 6:00 PM EDT

Intent to Bid Due Date: Aug 1st 2023, 2:00 PM EDT

Questions Due Date: Jul 10th 2023, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: Aug 1st 2023, 2:00 PM EDT

Days Left: Submissions are now closed

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, with significant, verifiable experience in completing various types of home repair projects for residential homes.

This bid is designed to overlap the current pool of General Contractors for Home Repair Projects, in an effort to create a new pool that will replace the current pool upon its expiration but that can be called upon the award of this solicitation. Vendors of the current pool that would like to continue being a part of the pool must bid on this solicitation to be considered for the new pool.

The types of services to be rendered include the following:

- Correcting municipal code violations
- Abating any health and safety problems in the resident's home
- Providing electrical and mechanical systems
- Stopping weather penetration to make the resident's home more energy efficient
- Improving the general condition of the resident's structure

August 2023

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

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

most responsive and capable contractor that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

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

Important Events:

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jun 27th 2023, 6:00 PM EDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jul 10th 2023, 11:30 PM EDT	N/A
PASSED	Anticipated Issuance of Answers	Online Portal		Jul 13th 2023, 6:00 PM EDT	No
PASSED	Close Date	Online Portal	Deadline for Submissions	Aug 1st 2023, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Aug 1st 2023, 2:00 PM EDT	Yes

Commodity Codes:

- US_NAICS_2017 23 Construction
- US_NAICS_2017 236115 New Single-Family Housing Construction (except For-Sale Builders)
- US_NAICS_2017 236210 Industrial Building Construction
- US_NAICS_2017 236220 Commercial and Institutional Building Construction

Supporting Documentation:

File	Type	Description	Date Created	Actions
Attachment C - Specimen Contract - Contractual Services Agreement (2018-10-25).pdf	Documentation	Attachment C	Jun 26th 2023, 5:27 PM EDT	Download
FAQs regarding the Bonfire Proposal Submission Form Questionnaire.pdf	Other	General Bonfire FAQs on Questionnaires	Mar 14th 2022, 7:00 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Nov 18th 2021, 4:45 PM EST	Download
<div>1</div> Skip Top Navigation ral Contractors air Projects.pdf	Documentation	1) RFQ	Jun 26th 2023, 5:23 PM EDT	Download



Sample Insurance Certificate.pdf Documentation Attachment 2 NOV 2018 10:11 AM EST Download

Requested Information:

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

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Additional Information	File Type: PDF (.pdf)	Multiple	REQUIRED		
Standard Form 330	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Proposal Submission (Q-14BV)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download

Document Takers

Search

Vendors	# Files	Actions
ABS General Contractors Inc.	20	View
BD Construction and Development Inc.	7	View
BidNet	5	View
Bonfire Support	1	View
Brunt & Company	6	View
Brunt & Company Inc.	7	View
BUILT SOLID CONSTRUCTION	8	View
cabinet stop shop llc	7	View
Cambridge LTD	90	View
CHA Consulting, Inc.	2	View
1 structconnect	5	View



ConstructConnect	5	View
ConstructConnect	1	View
DAN ENTERPRISES LLC	7	View
Dixie Construction	7	View
DMS Contractors LLC	13	View
Dodge Data & Analytics	5	View
Dodge Data & Analytics	3	View
Dodge Data Analytics	1	View
Dodge Data and Analytics	2	View
DSW Homes	1	View
DSW Homes, LLC	7	View
ENCOP, INC.	7	View
Hoggins Construction Unlimited	28	View
HRT Construction Group, LLC	7	View
IMS	1	View
Innovator Builders	1	View
James Joyce Construction Corp.	27	View
LGI Construction	10	View
Lotus Construction of South Florida, LLC	41	View
Louminel General Contractor LLC	45	View
Magnacon Group, Inc.	2	View
Metro Contractor Inc	19	View
North America Procurement Council Inc., PBC	4	View
Onvia, Inc	5	View
Skip Top Navigation Group Corp	6	View



ROOF REMEDIATING, INC	10	View
SFL Property Maintenance Corp	1	View
Stacy Bomar Construction Ilc	10	View
SupremeRoofing&Construction Inc.	17	View
Sustainable Design and Construction Services, Inc	35	View
TECHGROUPONE, Inc	1	View
Top Crafts Inc	7	View
VISUAL	1	View
windows & more solutions	11	View
WORK 4 U CORP	15	View

Interested Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				

Messages

Public Notices (2*)

Vendor Discussions (0)

Search

Search...

- Byron Granda Paez

Project Details Have Changed

- Project Close Date changed - Project Intent to Bid Due Date Changed

5:10 PM
- Byron Granda Paez

Standard Form 330 Not Applicable

1 Standard Form 330 was erroneously left as a requirement for PL-23-01 “General Contractors for Home R...

5:07 PM

Click New Public Notice or click a conversation on the left to see message here.

 **Submissions and Subcontracting**

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



Vendor Discussions

No messages



Public Notices

Standard Form 330 Not Applicable

Jul 24, 2023 5:07 PM EDT

Standard Form 330 was erroneously left as a requirement for PL-23-01 "General Contractors for Home Repair Projects", however it is not applicable. Because the Bonfire system has already received submissions for this bid, the request for Standard Form 330 cannot be removed. We have made the request for Standard Form 330 optional so vendors can bypass the request. We will extend the bid due date by a week due to this inconvenience.

Project Details Have Changed

Jul 24, 2023 5:10 PM EDT

- Project Close Date changed - Project Intent to Bid Due Date Changed

Question Set 1: Tab 1 - Experience and Capabilities

Question Set 1 Instructions

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

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	It is our pleasure to prepare the following response to demonstrate our capability and desire to assist the City of Pembroke Pines	Established in 2009, DSW has worked in the residential rehabilitation and reconstruction industry with focus on disaster recovery, with over 300+ years of combined experience in rehabilitation and reconstruction programs. Our team has reviewed the requirements within the solicitation and stands ready to assist. If you have any questions regarding DSW or this proposal, please reach out to me at (409) 939-6704 We look forward to working together with you and your team.
1.0.2	Describe the size of your firm.	92 employees	DSW employees total approximately 100 people, of which about 1/2 are support members for our field teams. Our Miami staff is experienced and stands ready to handle the needs of this program with Program Manager Justin Coogler leading a coordinator and production team. If needed, DSW has backup team members at the corporate office to help with all back office tasks. In the following pages you will find resumes of our key management team that will oversee this project.
1.0.3	Describe your firm's financial history, strength and stability.	113M annual revenue, 500M bonding capacity	Since our inception in 2009, DSW has become a leader in disaster recovery construction, providing excellent customer service and restoring homes along coastal regions of the United States. Our Team is complete with construction subject matter experts, specifically in federal and local grant funded programs.
1.0.4	Describe your firm's range of activities.	Reconstruction, Rehabilitation, Rapid Repair, Elevation, MHU	DSW is a principle-driven professional company unparalleled in customer service to each client. Our Team will provide oversight and management of construction projects, as well as provide services related to residential renovation, design, new construction, MHU replacement, and mitigation. Our Team understands all phases of residential construction, inclusive of customer service, design, engineering, permitting, construction, and inspections.
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	Recon - 120 Rehab 60	DSW’s comprehensive approach to project assessment, planning, and execution ensures not only the most efficient program completion but the highest level of service to the client. Upon receiving an invitation to bid on a project, DSW will mobilize a member of our team in Fort Myers to perform a preliminary evaluation of the site and any building plans for feasibility. We will report any questions or concerns to the Program Administrator during the question period of the bidding process. Our estimating team will carefully prepare a bid to encompass all costs as set forth in the request for bid. Upon winning the bid and executing a contract, we begin the process of permitting, project buyout via purchase and work orders, and confirmation of color selections.
1.0.6	A minimum of two (2) years of experience. Please provide proof of such experience.	Yes	DSW is a principle-driven professional company unparalleled in customer service to each client. Our Team will provide oversight and management of construction projects, as well as provide services related to residential renovation, design, new construction, MHU replacement, and mitigation. Our Team understands all phases of residential construction, inclusive of customer service, design, engineering, permitting, construction, and inspections.
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	DSW has (6) offices across Florida. We have work with the DEO since 2018; we are currently in several rehab/recon programs across the state	To date, DSW has completed over 15,000 residential renovation, elevation, emergency repair, MHU and new construction projects totaling nearly \$1 billion in federally funded projects. Our past and current contracts serve (12) different states/US territories. In addition, we have been involved in over 45 federally funded grant programs, primarily FEMA and Community Development Block Grants— Disaster Recovery (CDBG-DR).
1.0.8	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	DSW monitors all offices electronically through our customized software program. This tracking software enables office managers to view overall progress in each program and across each office location. It enables a "big picture" view of all company activities which aids in making decisions about personnel and resource placement. Within the tracking system, each workflow has a series of customized steps to be performed for each individual project. The software then projects a completion date, and the project is monitored. If it falls behind schedule, it shows up in a different color. If it's on schedule to completion it appears green. We also use icons to help indicate when a draw is ready	DSW has a long track record of building new construction homes within a 120-day schedule, our proprietary tracking software uses a scheduling module that allows us to customize construction schedules to cater to each geographic region. Having completed thousands of rehabilitation projects under CDBG programs, we know what it takes and can commit to completing rehabilitation projects in 60 days. We have dedicated prestart teams that prepare the projects before they are started. This team focuses on plan development, utility disconnects, surveys, elevation certificates, permitting, homeowner moveouts and so forth.
1.0.9	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	Program Manager, Justin Coogler	Justin Coogler, Program Manager justin.coogler@dswhomes.com (346) 477-1440; Reconstruction & Rehabilitation Hurricane Michael Rebuild Florida Program of the Florida Department of Economic Opportunity (DEO); Reconstruction & Rehabilitation Hurricane Michael Rebuild Florida Program of the Florida Department of Economic Opportunity (DEO)

1.0.10	Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.	Sue Stanley, Environmental, Health, & Safety Manager	<p>Sue Stanley, Environmental, Health, & Safety Manager</p> <p>Background Summary</p> <p>Ms. Stanley has over 25 years of experience in various environmental, health and safety positions. Her experience and extensive work history is leading DSW Homes to be one of the best in the business in Environmental, Health and Safety arenas.</p> <p>Experience Record</p> <p>Environmental, Health & Safety Manager, DSW, 2015 – Present</p> <p>Review environmental and safety compliance requirements for various Disaster Recovery Housing Program Guidelines where DSW Homes is actively participating and provide guidance to facilitate compliance. Evaluate compliance with regulatory requirements and internal policies governing Lead-Based Paint (LBP), Asbestos and OSHA. Plan and implement safety policies and procedures in compliance with local, state and federal rules and regulations. Ensure that construction production staff meets safety and other federal, state and internally mandated requirements including EPA, HUD, and OSHA.</p> <p>Senior Lead-based Paint Inspector, AECOM, Galveston, TX, 2013- 2015</p> <p>Compile field data for Lead based Paint (LBP) inspections, specific to residential housing in support of the City of Galveston Disaster Recovery Housing Program. Complete LBP Inspection, Risk Assessment and Clearance reports. Review, approve and provide quality control of LBP Mitigation Documentation. Conduct on-site pre-construction meetings with contractors to Justin Coogler, Program Manager</p>
1.0.11	Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.	Justin Coogler, Program Manager	<p>Background Summary</p> <p>Justin Coogler's leadership skills as part of the Marine Corps for 8 years were exemplary. He is a natural leader, inspiring his fellow Marines to perform at their best and to strive for excellence. He is a master of organization and delegation, ensuring that tasks are completed efficiently and effectively. His leadership style is one of respect and fairness.</p> <p>Experience Record</p> <p>Program Manager, DSW Homes, LLC, Florida 2023 - Present</p> <p>Mr. Coogler is an experienced and dedicated program manager, overseeing four of DSW's six Florida offices. He is responsible for managing and evaluating resources to ensure maximum productivity, while minimizing expenses. He ensures all employees adhere to industry-standard health and safety regulations, and sets ambitious goals that are communicated to key personnel. Additionally, he establishes workflow policies that optimize speed and efficiency. As a program manager, Mr. Coogler also monitors project progress, resolves any issues that arise.</p> <p>Program Manager, DSW Homes, LLC, Houston, TX 2020 - 2023</p> <p>Monitored and facilitated site operations with a focus on safety and efficiency, verified compliance with applicable regulations and requirements, developed and enforced a site budget to reduce unnecessary expenses and foster growth, enforced project timelines and milestones, supervised, coordinated, or scheduled activities of construction or extractive workers, brought in well-</p> <p>JUSTIN COOGLER</p> <p>5 Years in Construction</p> <p>3 Years with DSW</p> <p>Certifications</p> <p>2021- Lead Renovator Certification</p> <p>2019- Sergeants Leadership Course , Okinawa, Japan</p> <p>2011- OSHA 10</p> <p>OSHA, Yuma , AZ</p> <p>SUE STANLEY</p> <p>25+ Years in Construction</p> <p>7 Years with DSW</p> <p>Training</p> <ul style="list-style-type: none">• OSHA 10 Hour• EPA certified Renovator (expires 2020)• Asbestos Abatement Supervisor course• U.S. DOT Motor Carrier Safety Compliance course
1.0.12	Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	Justin Coogler, Program Manager and Sue Stanley - Leads	
1.0.13	Explain the ability and experience of the field staff with specific attention to project related experience.	300+ years of combined experience	DSW's executive team alone holds more than 300 years of combined experience in scattered lot residential construction.
13 Questions		100.00% Complete	

Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

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

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

Details should include the following:

#	Question	Response	Comment
Reference #1: Reference Contact Information			
2.1.1	Name of Firm, City, County or Agency		Rebuild Florida (IEM)
2.1.2	Address	-	Office complex 6101 Chancellor Dr., Suite 1000-B, Orlando
2.1.3	Contact Name		Timothy Lagudi
2.1.4	Contact Title		Sr. Project Manager (Program Manager of Rebuild Florida Irma HRRP)
2.1.5	Contact E-mail Address		Email: Tim.Lagudi@iem.com
2.1.6	Contact Telephone #		Telephone: (917) 940-2707
Reference #1: Project Information			
2.2.1	Name of Contractor Performing the work		DSW HOMES LLC
2.2.2	Name and location of the project	-	State of Florida
2.2.3	Nature of the firm’s responsibility on the project		DSW has been engaged with the Rebuild Florida program to provide housing constructionservices (reconstruction, rehabilitation, and replacement) for CDBG-DR eligible homeownersaffected by Hurricane Irma. DSW’s services include, without limitation: oversight andsupervision, procurement of labor and associated materials, permitting, drawings, andhousing construction.
2.2.4	Project duration	-	2018-present
2.2.5	Completion (Anticipated) Date	-	2024
2.2.6	Size of project	-	100+ units
2.2.7	Cost of project	-	\$55,000,000.00
2.2.8	Work for which staff was responsible	-	Key staff members include Donald Gerratt (CEO), Paul Judson (VP of Estimating).
2.2.9	Contract Type	-	Prime Contractor
2.2.10	The results/deliverables of the project	-	Good standing
Reference #2: Reference Contact Information			
2.3.1	Name of Firm, City, County or Agency	-	Hurricane Harvey GLO (GrantWorks)
2.3.2	Address	-	2201 Northland Drive, Austin TX 78756
2.3.3	Contact Name	-	Tres Davis
2.3.4	Contact Title	-	Senior Vice President - GrantWorks
2.3.5	Contact E-mail Address	-	Email: tres@grantworks.net
2.3.6	Contact Telephone #	-	Telephone: (512) 420-0303 x333
Reference #2: Project Information			
2.4.1	Name of Contractor Performing the work	-	DSW HOMES LLC
2.4.2	Name and location of the project	-	Hurricane Harvey GLO (GrantWorks) Texas

2.4.3	Nature of the firm's responsibility on the project	-	Residential repair services range from minor to major. Residential construction repair services for single-family dwellings includes Case Management, which will aid the GLO in completing qualified housing programs eligible for disaster funding and fulfilling its statutory responsibilities for preparation, response, and recovery as related to disaster recovery.
2.4.4	Project duration	-	2019- present
2.4.5	Completion (Anticipated) Date	-	ongoing contract
2.4.6	Size of project	-	100+ units
2.4.7	Cost of project	-	\$80,000,000.00
2.4.8	Work for which staff was responsible	-	Key staff members include Donald Gerratt (CEO), Curtis Clayton (COO), and Paul Judson (VP of Estimating).
2.4.9	Contract Type	-	Prime Contractor
2.4.10	The results/deliverables of the project	-	Good standing
Reference #3: Reference Contact Information			

2.5.1	Name of Firm, City, County or Agency	-	Scott Sharpe, Director of Support, Disaster Recovery Division
2.5.2	Address	-	SCDRO 632 Rosewood Drive Columbia, SC 29201
2.5.3	Contact Name	-	Scott Sharpe
2.5.4	Contact Title	-	Director of Support, Disaster Recovery Division
2.5.5	Contact E-mail Address	-	Email: Scott.Sharpe@scor.sc.gov
2.5.6	Contact Telephone #	-	Telephone: (803) 530-0338
Reference #3: Project Information			

2.6.1	Name of Contractor Performing the work	-	DSW HOMES LLC
2.6.2	Name and location of the project	-	SCDRO (South Carolina Disaster Recovery Office)
2.6.3	Nature of the firm's responsibility on the project	-	Rehabilitation of single family homes. Reconstruction of single family stick build homes. South Carolina has faced multiple Presidentially Declared disasters over the years. In September 2018, Hurricane Florence impacted South Carolina. The state was impacted by wind, tornadoes, storm surges, and flooding. Hurricane Florence initially hit land in North Carolina near Wrightsville Beach, but then slowly moved over South Carolina, impacting many of the same areas affected by the October 2015 Storm and Hurricane Matthew in 2016. DSW has provided turnkey solutions relative to repairing, replacing, or reconstructing destroyed homes in disaster-affected areas.
2.6.4	Project duration	-	2017- present
2.6.5	Completion (Anticipated) Date	-	ongoing contract
2.6.6	Size of project	-	100+ UNITS
2.6.7	Cost of project	-	\$25,500,000.00
2.6.8	Work for which staff was responsible	-	Key staff members include Donald Gerratt (CEO), Curtis Clayton (COO), Paul Judson (VP of Estimating), John Cegledy (Program Manager). Contract amount \$25,500,000.00 and ongoing.
2.6.9	Contract Type	-	Prime Contractor
2.6.10	The results/deliverables of the project	-	Good standing
Reference #4: Reference Contact Information			

2.7.1	Name of Firm, City, County or Agency	-	City of Houston - GLO Program (H2Bravo, LLC)
2.7.2	Address	-	8733 Slegen Ln., Baton Rouge, LA 70810
2.7.3	Contact Name	-	Chad Herndon
2.7.4	Contact Title	-	Director of Support, Disaster Recovery Division
2.7.5	Contact E-mail Address	-	Email: chad@h2bravo.com

2.7.6	Contact Telephone #	-	Telephone: (501) 944-7222
Reference #4: Project Information			\$138,000,000.00
2.8.1	Name of Contractor Performing the work	-	DSW HOMES LLC
2.8.2	Name and location of the project	-	City of Houston
2.8.3	Nature of the firm's responsibility on the project	-	Reconstruction and rehabilitation from damages caused by Hurricane Harvey. Rehabilitation duties on owner-occupied, single-family residences. Work includes interior and exterior building repairs that is not limited to window replacement, painting, tiling, carpet installation, plumbing, electrical, heating ventilation and air conditioning, and roof and fence repairs.
2.8.4	Project duration	-	2015-2019
2.8.5	Completion (Anticipated) Date	-	2019
2.8.6	Size of project	-	100+ UNITS
2.8.7	Cost of project	-	\$138,000,000.00
2.8.8	Work for which staff was responsible	-	Key staff members include Donald Gerratt (CEO), Curtis Clayton (COO), and Paul Judson (VP of Estimating).
2.8.9	Contract Type	-	Prime Contractor
2.8.10	The results/deliverables of the project	-	Good standing
Reference #5: Reference Contact Information			
2.9.1	Name of Firm, City, County or Agency	-	City of Galveston Disaster Recovery, Rounds 1 and 2.2 - Galveston, Texas
2.9.2	Address	-	1700 N Congress Avenue, Austin, Texas 78701-1495
2.9.3	Contact Name	-	Heather Lagrone
2.9.4	Contact Title	-	Texas General Land Office
2.9.5	Contact E-mail Address	-	Email: heather.lagrone@glo.texas.gov
2.9.6	Contact Telephone #	-	Telephone: (866) 206-1084
Reference #5: Project Information			
2.10.1	Name of Contractor Performing the work	-	DSW HOMES LLC
2.10.2	Name and location of the project	-	State of Texas
2.10.3	Nature of the firm's responsibility on the project	-	Hurricane Ike made landfall in Texas in September 2008 and left behind severe damage to the island of Galveston. To help rebuild the community, funds were granted to the City of Galveston to complete needed housing repairs. Round 1 of the City of Galveston disaster recovery program included both reconstruction and rehabilitation projects. Unfortunately, multiple General Contractors were not able to finish the work provided to them. DSW was given the opportunity to help turn the program around. Although we were awarded some new assignments, most of the work we received came in the form of "takeovers" from other contractors who were not able to finish their scopes of work. Due to success in Round 1 of the City of Galveston disaster recovery program along with other qualifications, DSW participated in Round 2 of this disaster recovery program. Construction activities began in March 2014.
2.10.4	Project duration	-	2009-June 2013
2.10.5	Completion (Anticipated) Date	-	2013
2.10.6	Size of project	-	100+ units
2.10.7	Cost of project	-	Round 1 contract value was \$14,727,158.01, Round 2 contract value was \$16,250,000.00
2.10.8	Work for which staff was responsible	-	Key staff included Jim Schumer (CE), Donald Gerratt (CEO), and Curtis Clayton (COO).
2.10.9	Contract Type	-	Prime Contractor
2.10.10	The results/deliverables of the project	-	Good standing
80 Questions		100.00% Complete	

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

Question Set 3 Instructions

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

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	DSW is an expert in the in the field, specifically in CDBG programs. Our main functions include lot infills and community revitalization with an emphasis on single-family and multi-family homes. Our foundation begins with identifying key areas within cities and lifting them up through scalable development. Our success is built on developing affordable, resilient homes within existing communities. Our commitment is to restore community pride through quality housing development Our team is fully qualified and highly capable of providing support to the City of Pembroke Pines and its Community Development Department for their Affordable Home Construction Program.
3.0.2	Please clearly describe all aspects of the project proposed.	-	The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, with significant, verifiable experience in completing various types of home repair projects for residential homes. This bid is designed to overlap the current pool of General Contractors for Home Repair Projects, in an effort to create a new pool that will replace the current pool upon its expiration but that can be called upon the award of this solicitation. Vendors of the current pool that would like to continue being a part of the pool must bid on this solicitation to be considered for the new pool.
3.0.3	How would you organize this project in terms of milestones?	-	DSW's comprehensive approach to project assessment, planning, and execution ensures not only the most efficient program completion but the highest level of service to the client. Upon receiving an invitation to bid on a project, DSW will mobilize a member of our team in Pembroke Pines to perform a preliminary evaluation of the site and any building plans for feasibility. We will report any questions or concerns to the Program Administrator during the question period of the bidding process. Our estimating team will carefully prepare a bid to encompass all costs as set forth in the request for bid. Upon winning the bid and executing a contract, we begin the process of permitting, project buyout via purchase and work orders, and confirmation of color selections.
3.0.4	Please clearly describe all aspects of the project proposed	-	needs of an individual program. This schedule is placed on a job card which is tracked from the point of assignment through the end of warranty. The job card is moved down the assembly line on the wall, which gives a visual representation as to where the job is on the production line. The job card is updated twice daily, once by the production manager, and once by the project coordinator. These cards allow each house to be exposed to possible bottlenecks in production before they happen. Multiple production managers work together to be sure that trade contractors aren't overbooked. Suppliers and trade partners can come into the office and see what work is coming and prepare for it before it comes.
3.0.5	Include details of your approach and work plans.	-	Our construction process focuses on 4 key aspects of project management. 1. Customer service, 2. Budget, 3. Schedule, 4. Quality. We have key indicators and processes under each category to successfully complete the project. 1. Customer service. Each project will be assigned a project manager. The city liaison will have a direct line of communication with the project manager and will receive regular updates. We say, "your problem becomes our #1 priority until it is resolved". We will find out what the needs of the city are with regards to each project and develop a process that satisfies these needs. It is our goal to meet and exceed the needs of each of our clients through synergy in our systems. 2. Budget. Each project is bought out before we start. Our estimating team develops a material list and cut sheets to provide to our subcontractors and project managers. Having a budget established and materials procured before the project starts is key to the success of each project. 3. Schedule. We use our system of record to manage our schedule. This is driven with daily reviews between the projectmanager and a Program manager. These daily reviews assure that progress is made and affords the opportunity for challenges to be addressed each day to progress the project. This schedule is shared with the client as often is established in the preconstruction meeting. 4. Quality. We use job site and construction checklist to ensure quality of each project. These projects will typically be infill locations and it is imperative that surveyors are engaged during multiple points of construction to assure that home elevations and grading plans are closely followed. As requested by the To avoid construction delays, due to subcontractor availability or material procurement, phone calls to start a particular scope begin two weeks before the scheduled start date. The trade is informed of the scope, given the necessary paperwork and informed of the start date. Then they are reminded one week before the work starts, the day before, the day of, and the day after to confirm work was complete.
3.0.6	Identify any issues or concerns of significance that may be appropriate.	-	

3.0.7	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	DSW's services and capabilities are diverse. We can provide oversight and management of construction programs as well as provide construction services related to residential renovation, design, new construction, mitigation, and elevation. Our experience includes single-family and multi-family residential projects. DSW understands all phases of residential construction from customer service, design, engineering, permitting, construction, and inspections, to key turnover.
3.0.8	How do you ensure the quality of your services? What criteria do you use to measure your quality?	-	We have a quality control manuel and checklist for our PM's, these are used on every job.
3.0.9	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	-	Errors happen, not often, but of course they do- we learn from them and strive to do better.
3.0.10	Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.	-	<p>Quality construction is achieved by utilizing our proprietary system management software known as Tracker, quality control checklists for each phase of construction and daily critical path reviews which are bookended each morning and each afternoon. Checklists are prepared by each field project manager, reviewed, and checked by the program manager to ensure our quality standards are met on each home.</p> <p>The objective of the DSW Quality Management Manual is to:</p> <ul style="list-style-type: none"><input type="checkbox"/> Ensure that DSW projects meet or exceed the quality standards established by HousingConstruction Specifications for single family housing, rehabilitation and reconstruction in addition to federal, state, and local code requirements.<input type="checkbox"/> Ensure that we deliver quality services to our customers while creating a competitive market advantage.<input type="checkbox"/> Provide direction to all project participants regarding our quality policies, standards, and procedures.The information herein does not provide details for managing every quality issue; however, thismanual provides processes and practices directed towards ensuring the quality of work on DSWConstruction projects. <p>DSW's Quality Assurance team reviews and updates this manual periodically.</p> <ul style="list-style-type: none"><input type="checkbox"/> DSW employees are required to implement the quality practices addressed in the Quality Management Manual.<input type="checkbox"/> Other DSW service and support staff are required to follow the quality principles and practices in the manual relevant to their business function.<input type="checkbox"/> All employees are expected to act responsibly and in accordance with these quality
10 Questions			100.00% Complete

Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	DSW HOMES LLC	
4.1.2	Company Address	HQ: 1650 E Winding Way Dr., Friendswood, TX 77546	
4.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	Yes	Local office: 3350 SW 148th Ave., Ste 110, Miramar, FL 33027
Primary Contact for the Project			
4.2.1	Contact Name	ASHLEY BYRD	
4.2.2	Contact Title	BUSINESS DEVELOPMENT	
4.2.3	Contact E-mail Address	ashley.byrd@dswhomes.com	
4.2.4	Contact Telephone Number	409-939-6704	
Authorized Approver			
4.3.1	Contact Name	ASHLEY BYRD	
4.3.2	Contact Title	BUSINESS DEVELOPMENT	
4.3.3	Contact E-mail Address	ashley.byrd@dswhomes.com	
4.3.4	Contact Telephone Number	409-939-6704	
Professionally Licensed Engineer for the Project / Single Point of Contact			
4.4.1	Contact Name for the single point of contact, that is a professionally licensed Engineer, for this project, when/if awarded.	Paul Judson	
4.4.2	Contact Title	VP of Purchasing & Estimating	
4.4.3	Contact E-mail Address	paul.judson@dswhomes.com	
4.4.4	Contact Telephone Number	409-939-3344	
15 Questions		100.00% Complete	

Question Set 5: Proposer's Background Information

Question Set 5 Instructions

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

#	Question	Response	Comment
Former Business			
5.1.1	Under what former name has your business operated? Include a description of the business.	NA	
5.1.2	At what address was that business located?	NA	
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	Yes	Yes, we sub 100% of work to local contractors; this includes many MWSBE, Section 3, and HUB subcontractors.
Bankruptcy Petitions			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	NA	
Bond Claims			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	NA	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	NA	
Criminal Proceedings or Hearings			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	NA	
Company Classification			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Other	General Contrtor
Debarment/Suspension			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	-Since 2018, DSW has been providing relief and support to Florida residents impacted by Hurricanes Michael and Irma. We also have operations in Miami G31solely working on disaster recovery from Hurricanes Irma and Ian.	
12 Questions		100.00% Complete	

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

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

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	No	W9 should be uploaded
Company Profile			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Business Tax Receipts			
6.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
6.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	B) Will Comply	
Vendor Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
6.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
6.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Federal Projects			
6.11.1	Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal? Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying. Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.	Completed Lobbying & Debarment Certifications	
6.11.2	Did you submit a completed "Standard Form - LLL, "Disclosure Form to Report Lobbying" in the Vendor Registration Portal? Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.	No	

6.11.3	Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?	No	
13 Questions		100.00% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Owner

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

Donald Smith

Title

Owner and CEO

Name of Company

DSW HOMES, LL



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

A handwritten signature in black ink, appearing to be "DSW".

Date: 2023.07.19
13:05:35 -05'00'

Title

CEO

Name of Company

DSW HOMES LLC



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	DSW Homes, LLC		
Doing Business As (DBA)			
Primary Business Address	1650 E Winding Way Dr., Bldg. B , Friendswood, TX 77546		
	City:		
	State:		Zip:
	Country:		
Remit To Address	1650 E Winding Way Dr., Bldg. B , Friendswood, TX 77546		
	City:		
	State:		Zip:
	Country:		
Order From Address	3350 SW 148th Ave., Ste 110, Miramar, FL 33027		
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)	Yes		
Telephone Number	(409) 744-3400		
Primary Company E-mail	info@dswhomes.com		
Fax	(409) 744-3404		
Website	https://www.dswhomes.com/		
DUNS	010404807		
Independent Contractor (Yes/No)	Yes		
Identification Number	SSN:		FID: EIN 27-1330085

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



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

CONTACT # 1	
Contact Name (First & Last Name)	Ashley Byrd
Description/Title/Position	Business Development, Proposal Manager
Phone (Voice)	(409) 939-6704
Phone (Text)	(409) 939-6704 Opt In (Y/N): Y
Fax	(409) 744-3404
E-mail	ashley.byrd@dswhomes.com

CONTACT # 2	
Contact Name (First & Last Name)	Paul Judson
Description/Title/Position	VP of Purchasing & Estimating
Phone (Voice)	(409) 939-6704
Phone (Text)	(409) 939-3344 Opt In (Y/N): Y
Fax	(409) 744-3404
E-mail	paul.judson@dswhomes.com

CONTACT # 3	
Contact Name (First & Last Name)	Ashley Dunne
Description/Title/Position	Central Florida Program Manager
Phone (Voice)	(386) 785-7017
Phone (Text)	(386) 785-7017 Opt In (Y/N): Y
Fax	(409) 744-3404
E-mail	ashley.dunne@dswhomes.com

MINORITY BUSINESS ENTERPRISE			
MBE Classifications	Yes	Certifying Agency	Expiration
African American			
Asian American			
Disadvantage Business			
Hispanic American			
HubZone / Labor Surplus Area			
Minority Owned Business			
Native American			
Small Business Enterprise			
Veteran Owned Small Business			
Woman Owned Business			

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE	
Local Broward County Vendor	
Local Pembroke Pines Vendor	
Not a Local Broward County of Pembroke Pines Vendor	Sanford / Seminole Co is where we pay tax

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	YES
If not, what state is your company registered in?	

Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.

Form

W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

DSW Homes, LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1650 E Winding Way Dr. Bldg. B., STE 100

Requester's name and address (optional)

6 City, state, and ZIP code

Friendswood, TX 77546

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	7	-	1	3	3	0	0	8	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

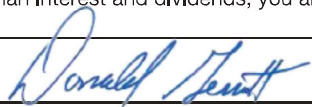
Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶



Date ▶ **7/11/2023**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

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

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	DSW Homes, LLC		
Doing Business As (DBA)			
Primary Business Address	1650 E Winding Way Dr., Bldg. B , Friendswood, TX 77546		
	City:		
	State:		Zip: <input type="text"/>
	Country:		

Organization Background	
Please state the year that you company started its business	2009
Please state the year that your company started providing service under your current business name	2009
What State is your Company Registered In?	Texas

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration
Building Contractor	CBC1266575	08/31/2024

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

Please Provide a Summary of your Company and What Services you provide
<p>We provide solutions for construction program needs, with over 300+ years of combined experience in rehabilitation and reconstruction programs. DSW has completed over 15,000 residential renovations, elevation, emergency repairs, MHU, and new construction projects totaling almost \$1 Billion in federally funded projects. DSW has been engaged in over 50 FEMA (Federal Emergency Management Assistance) and U.S. Department of Housing and Urban Development (HUD) federally funded grant programs such as Hazard Mitigation Grant Program (HMGP) and Community Development Block Grants-Disaster Recovery (CDBG-DR).</p>

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.



City of Pembroke Pines

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

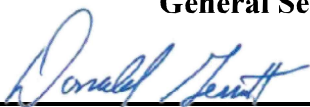
1. This sworn statement is submitted DSW HOMES LLC
(name of entity submitting sworn statement) whose business address is
1650 E WINDING WAY DR., FRIENDSWOOD, TX 77546
and (if applicable) its Federal Employer Identification Number (FEIN) is
27-1330085. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is DONALD GERRATT and my
(Please print name of individual signing)
relationship to the entity named above is CEO.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

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

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


 Bidder's Name/Signature

DSW HOMES, LLC

Company

07/18/23

Date



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

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

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

SECTION 1 DEFINITIONS

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



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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

- ☒ A. Contractor currently complies with the requirements of this section; or
- ✓ ☒ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **DSW HOMES LLC**

AUTHORIZED OFFICER NAME / SIGNATURE:  Date: 2023.07.19 12:38:16 -05'00'



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

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

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Date: 2023.07.19
12:42:27 -05'00'

Authorized Signature

DONALD GERRATT

Authorized Signer Name

DSW HOMES, LLC

Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, DONALD GERRATT, CEO, on behalf of DSW HOMES LLC,
Print Name and Title Company Name
 certify that DSW HOMES LLC:
Company Name

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

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

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

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

DSW HOMES LLC

Company Name

DONALD GERRATT

Print Name / Signature

CEO

Title



City of Pembroke Pines

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

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

DSW HOMES LLC

COMPANY NAME: _____

DONALD GERRATT, CEO

PRINTED NAME / AUTHORIZED SIGNATURE: _____

A handwritten signature in blue ink that reads "Donald Gerratt".



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

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

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

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

COMPARISON OF QUALIFICATIONS

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


SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: **DSW HOMES LLC**

PRINTED NAME / AUTHORIZED SIGNATURE:  Date: 2023.07.19 12:53:39 -05'00'

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

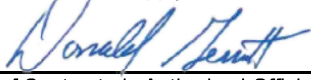
LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

DSW Homes, LLC

Contrator / Name of Company

Donald Gerratt, CEO of DSW Homes, LLC

Printed Name and Title of Contractor's Authorized Official

08/24/2023

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application



Signature of Contractor's Authorized Official

DSW Homes, LLC

Contrator / Name of Company

Donald Gerratt, CEO of DSW Homes, LLC

Printed Name and Title of Contractor's Authorized Official

08/24/2023

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ Donald Gerratt, CEO of DSW Homes, LLC a. bid / offer / application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: Donald Gerratt Title: CEO Telephone No.: 409-744-3400 Date: 08/24/23	

DSW HOMES LLC HAS NO LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

Seminole County

Business Tax Receipt Search Results

These searches are for information only. To make a payment, visit our [new payment portal!](#)

*** CURRENT YEAR PAID ***

*****NO SOLICITATION REQUESTED*****

Status: **CURRENT**
Exemptions: N/A

Account #:	Date Established:	Business Phone:	Last Business Tax Year Paid:
210932	01 04 2021	689-216-4545	2023
Business Name: DSW HOMES LLC		Business Physical Address: DSW HOMES LLC 411 CENTRAL PARK DR SANFORD, FL 32771	
Owner(s) Officer(s) Qualifier(s): PAUL JLDSON JAMES F SCHUMER		Business Mailing Address: DSW HOMES LLC 411 CENTRAL PARK DR SANFORD, FL 32771	
Business Description: CONTRACTOR-RESIDENTIAL			State License(s): CRC1332206



CITY OF SANFORD

Building Division

PO Box 1788, Sanford, FL 32772-1788

2023

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2023

DSW Homes LLC
1650 E Winding Way Dr
Friendswood TX 77546

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: 10/01/2022

BTR21-000093

Business Location: 411 Central Park Drive

Classification	Amount
Fire Inspection Fee	75.00
Contractor	200.00
TOTAL:	275.00

Comments:
Restrictions:

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JUDSON, PAUL CURTIS

DSW HOMES, LLC
1650 EAST WINDING WAY DRIVE
FRINEDSWOOD TX 77546

LICENSE NUMBER: CBC1266575

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1266575
CERTIFIED BUILDING CONTRACTOR
JUDSON, PAUL CURTIS
DSW HOMES, LLC

ISSUED: 05/04/2023

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC1266575

EXPIRATION DATE: AUGUST 31, 2024

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JUDSON, PAUL CURTIS
DSW HOMES, LLC
1650 EAST WINDING WAY DRIVE
FRINEDSWOOD TX 77546



ISSUED: 05/04/2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

From: [Ashley Byrd](#)
To: [Ashley Byrd](#)
Subject: Florida Secretary of State on 10/19/2016
Date: Thursday, April 7, 2022 1:09:08 PM
Attachments: [image001.png](#)

From: charity@nationwidecontractorlicensing.com <charity@nationwidecontractorlicensing.com>
Sent: Thursday, April 7, 2022 1:07 PM
To: Ashley Byrd <ashley.byrd@dswhomes.com>; Angela Ramsay <angela@nationwidecontractorlicensing.com>; mackenzie@nationwidecontractorlicensing.com; cynthia@nationwidecontractorlicensing.com
Subject: RE: Question - resident agent - Florida

Ashley,

DSW Homes, LLC was registered with the Florida Secretary of State on 10/19/2016 and yes, National Licensing Consultants, LLC (our legal entity name) is your registered agent in Florida.

Respectfully,

Charity Bowden

Business Services Manager
National Licensing Consultants
Phone: (954) 233-0222
Fax: (813) 441-8235
charity@nationwidecontractorlicensing.com
www.NationwideContractorLicensing.com

**Please make all checks payable to:
Nationwide Contractor Licensing
29157 Chapel Park Dr. Suite A
Wesley Chapel, FL 33543**



From: Ashley Byrd <ashley.byrd@dswhomes.com>
Sent: Thursday, April 7, 2022 2:04 PM
To: Angela Ramsay <angela@nationwidecontractorlicensing.com>;

mackenzie@nationwidecontractorlicensing.com; cynthia@nationwidecontractorlicensing.com; charity@nationwidecontractorlicensing.com

Subject: Question - resident agent - Florida

Importance: High

Sorry to bother you all, I am working on a proposal (RFP) and it asks the following:

<u>If Foreign Corporation:</u>	
Date of Registration with Florida Secretary of State:	_____
Name of Resident Agent:	_____
Address of Resident Agent:	_____

1- How can I find out when DSW registered w/ the State of FL?

2 – Is NCL our resident agent?

Thank you,

*****Please note our corporate office address has changed; 1650 E Winding Way Dr. Bldg. B, Friendswood, TX 77546*****

Ashley Byrd

Purchasing Agent

P [409.744.3400](tel:409.744.3400) x110 **M** [409.939.6704](tel:409.939.6704)

E ashley.byrd@dswhomes.com

W www.dswhomes.com

A 1650 E Winding Way Dr. Building B, Friendswood, TX 77546

||

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025

General Contractors for Home Repair Projects
Request for Qualifications # PL-23-01



Submitted by:

DSW

H/O: 1650 E Winding Way Dr., Bldg. B. Friendswood, TX 77546

Local: 3350 SW 148th Ave., Ste 110, Miramar, FL 33027

Contact: Ashley Byrd

(409) 939-6704 | ashley.byrd@dswhomes.com

INTRODUCTION



Cover Letter

August 1, 2023

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025

Attn: Procurement Department

Subject: RFQ # PL-23-01 General Contractors for Home Repair Projects

To Whom It May Concern:

DSW Homes, LLC (DSW) is proud to offer our expertise in the rehabilitation and reconstruction of owner-occupied single-family homes to the City of Pembroke Pines and its Office of Procurement Management. Our team has experience working with similarly sized grantees in similar circumstances, and we are committed to providing accurate, compliant, and prompt support to rehabilitate homes quickly and effectively.

Since our establishment in 2009, DSW has emerged as a leading disaster recovery construction contractor, providing exceptional customer service, and restoring homes along coastal regions throughout the United States. Our team comprises construction experts, with specialized knowledge in federal and local grant-funded programs.

As a principles-driven and customer-centric company, DSW provides oversight and management of construction projects, as well as a range of services related to residential renovation, design, new construction, mitigation, acquisition and demolition, and elevation. We are well-versed in all phases of residential construction, from design and engineering to permitting, construction, and inspections.

To ensure the success of this project, DSW will provide the City of Pembroke Pines with seasoned and professional staff specifically tailored to the region and project needs. Our team will consist of three key roles: Program Manager, Project Manager, and Project Coordinator. With a total of 96 employees, we are also willing and able to add additional resources as necessary to meet project demands.



COMPANY PROFILE


Legal name of company:

DSW Homes, LLC

Address of firm's principal office:

Headquarters: 1650 E Winding Way Dr., Bldg. B,
Friendswood, Texas 77546

Additional office locations:

Beaumont, TX	La Place, LA
Elizabethtown, NC	Miramar, FL
Fort Myers, FL	Nags Head, NC
Harlingen, TX	New Bern, NC
Hatillo, PR	Orlando, FL
Houston, TX	Panama City Beach, FL
Jacksonville, FL	Paradise, CA
Johnsonville, SC	Rockport, TX
Lakeland, FL	Sanford, FL
	San Juan, PR

Number of years in business:

13 Years; established November 17, 2009

Type of operation:

Limited Liability Company (LLC), Texas

Number of employees:

DSW currently has 96 total employees; DSW Homes is willing and able to hire any additional resources needed to fulfill contract obligations

Annual sales volume:

Annual revenue \$113,600,000.00

Licensed for Business:

Alabama, California, Connecticut, Florida, Georgia, Louisiana, South Carolina, Mississippi, New Jersey, North Carolina, Texas, Tennessee, Puerto Rico, Utah

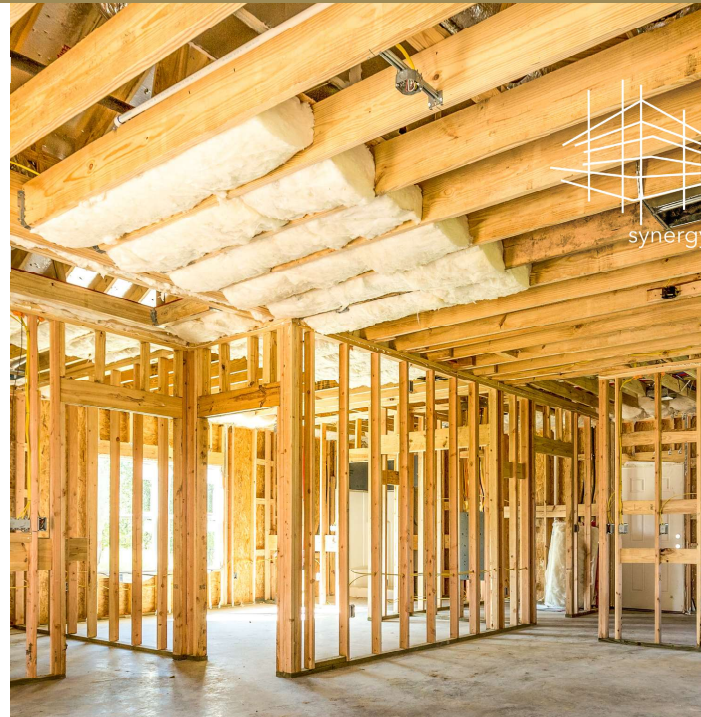
Principal owners:

James Schumer 88%, Donald Gerratt 12%

FEIN: 27-1330085

DUNS: 010-404-4807

UEI: DLSDM8LA7N9



DSW mobilizes quickly, with the ability to set up offices within 48 hours of award.

Local Office & Point of Contact

JUSTIN COOGLER
MIAMI PROGRAM MANGER



Primary Contact person for City of Pembroke Pines

Justin Coogler, Miami Program Manger

A: 3350 SW 148th Ave., Ste 110, Miramar, FL 33027

E: justin.coogler@dswhomes.com

O: (954) 799-9050

M: (346) 447-1440

Araceli Saucedo, Miami Project Coordinator

E: araceli.saucedo@dswhomes.com

O: (954) 799-9050

M: (954) 907-6689

DSW Miramar Office

3350 SW 148th Ave., Ste 110, Miramar, FL 33027

(954) 799-9050

DSW Headquarters

1650 E Winding Way Dr., Bldg. B

Friendswood, TX 77546

Contact: Ashley Byrd

Proposal Manager

Business Development Team

E: ashley/byrd@dswhomes.com

M: (409) 939-6704



Debarment Statement

DSW Homes, LLC (DSW) affirms that neither its principals, officers, nor any predecessor organization(s) have been debarred or suspended from bidding by any government entity at any point in time. This includes the last two years and all prior periods.



TABLE OF CONTENTS

TAB 2



QUALIFICATIONS & EXPERIENCE



Qualifications & Experience

Founded in 2009 in response to the catastrophic effects of Hurricanes Ike and Rita on the Texas Southeast Coast, DSW Homes, LLC (DSW) has become a leader in disaster recovery construction, providing excellent customer service and restoring homes along coastal regions of the United States. Since 2018, DSW has been providing relief and support to Florida residents impacted by Hurricanes Michael and Irma. We also have operations in the City of Miami solely working on disaster recovery from Hurricanes Irma and Michael.

To date, DSW has completed over 15,000 residential renovations, elevation, emergency repair, MHU and new construction projects totaling nearly \$1 billion in federally funded projects. Our past and current contracts serve (12) different states/US territories. In addition, we have been involved in over 50 federally funded grant programs, primarily FEMA and Community Development Block Grants— Disaster Recovery (CDBG-DR).

DSW's services and capabilities are diverse. We can provide oversight and management of construction programs as well as provide construction services related to residential renovation, design, new construction, mitigation, and elevation. Our experience includes single-family and multi-family residential projects. DSW understands all phases of residential construction from customer service, design, engineering, permitting, construction, and inspections to key turnover.

DSW is a proficient organization in the field of community revitalization and reconstruction, with extensive expertise in CDBG programs. Our primary focus is on the rehabilitation and reconstruction of neighborhoods. Our approach involves implementing scalable rehabilitation and reconstruction programs. We are committed to developing affordable and resilient housing within existing communities, with the aim of restoring community pride and improving the quality of life for residents.

Our team is fully qualified and highly capable of providing comprehensive support to the City of Pembroke Pines and its Office of Procurement Management in the area of general construction for home rehabilitation.



Qualifications & Experience

DSW's comprehensive approach to project assessment, planning, and execution ensures not only the most efficient program completion but the highest level of service to the client.

Upon receiving an invitation to bid on a project, DSW will mobilize a member of our team in the City of Pembroke Pines to perform a preliminary evaluation of the site. We will report any questions or concerns to the Program Administrator during the question period of the bidding process. Our estimating team will carefully prepare a bid to encompass all costs as set forth in the request for bid. Upon winning the bid and executing a contract, we begin the process of permitting and work orders.

Our construction process focuses on **4 key aspects** of project management. 1. Customer service, 2. Budget, 3. Schedule, 4. Quality. We have key indicators and processes under each category to successfully complete the project.

1. **Customer service.** Each project will be assigned a project manager. The city liaison will have a direct line of communication with the project manager and will receive regular updates. We say, "your problem becomes our #1 priority until it is resolved". We will find out what the needs of the city are with regards to each project and develop a process that satisfies these needs. It is our goal to meet and exceed the needs of each of our clients through synergy in our systems.

2. **Budget.** Our estimating team develops a material list and cut sheets to provide to our subcontractors and project managers. Having a budget established and materials procured before the project starts is key to the success of each project.

3. **Schedule.** We use our system of record to manage our schedule. This is driven with daily reviews between the project



Qualifications & Experience

manager and a Program manager. These daily reviews assure that progress is made and affords the opportunity for challenges to be addressed each day to progress the project. This schedule is shared with the client as often is established in the preconstruction meeting.

4. **Quality.** We use job site and construction checklist to ensure quality of each project. As requested by the client we can schedule site visits to review site progress and ensure the project is advancing to meet your specifications.

As stated above, we have developed a sophisticated, web-based project management tool to help us process the work. Our next section will showcase this software.



Qualifications & Experience

TRACKER SOFTWARE

DSW monitors all offices electronically through our customized software program. This tracking software enables office managers to view overall progress in each program and across each office location. It enables a “big picture” view of all company activities which aids in making decisions about personnel and resource placement.

Within the tracking system, each workflow has a series of customized steps to be performed for each individual project. The software then projects a completion date, and the project is monitored. If it falls behind schedule, it shows up in a different color. If it's on schedule to completion it appears green. We also use icons to help indicate when a draw is ready to be submitted, when project images need to be uploaded and when there's a note about the project from the project manager or office coordinator and much more.



In addition to helping track project schedules, managers can also track change orders, store project photographs for easy access by all personnel and help determine a timetable for completion. This software can track change orders, process draws, send messages, keep job site note and more.

<

Current Projects

DSW has experience and proven ability to perform federally funded programs, specifically CDBG-DR. Below are just a few programs DSW has worked as a prime contractor performing management, pre-construction, procurement, permitting, construction, and other related services which are similar the scope of work set forth by the City of Pembroke Pines.

Name of Project	Units	Contract	Dates
Rebuild Florida Program of the Florida Department of Economic Opportunity (DEO) Reconstruction & Rehabilitation Hurricane Michael	300+	\$39,000,000.00	2021-present
Rebuild Florida Program of the Florida Department of Economic Opportunity (DEO) Reconstruction & Rehabilitation Hurricane Irma	62	\$20,000,000.00	2021-present
City of Houston, TX Build Hurricane Harvey GLO Reconstruction & Rehabilitation (CDBG)	100+	\$22,000,000.00	2020-present
General Texas Land Office (GLO) Hurricane Harvey Disaster Recovery Reconstruction & Rehabilitation	681+	\$150,000,000.00	2019-present
South Carolina Disaster Recovery Office (SCDRO) Reconstruction & Rehabilitation (CDBG)	462	\$27,900,000.00	2017-present

KEY PERSONNEL



Key Personnel Experience



Donald Gerratt, CEO



Curtis Clayton, COO



Justin Coogler
Miami PM



Estimating Team



Pre-construction Team



Compliance Team



Purchasing Team



Accounts Payable



Accounts Receivable

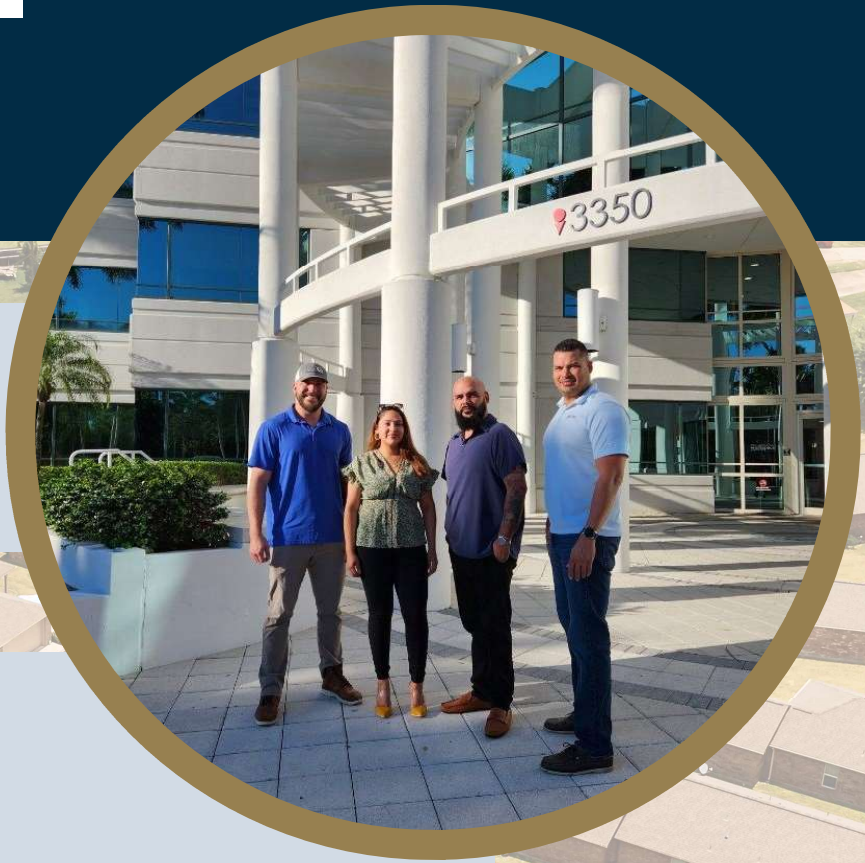


Miami Team

Miami Key Staff

DSW Miami Office

3350 SW 148th Ave., Ste 110,
Miramar, FL 33027
(954) 799-9050



Miami Program Manager

Justin Coogler

Miami Project Manager

Shaun Vanwhervin

Miami Project Coordinator

Araceli Saucedo



DSW Key Personnel & Experience

DSW's executive team alone holds more than 300 years of combined experience in scattered lot residential construction.

DSW has assembled a highly experienced and dependable team, led by **CEO Donald Gerratt**. With over 25 years of experience in the construction industry, Mr. Gerratt has managed numerous CDBG and other federally funded contracts totaling nearly \$1 billion dollars. His impressive career includes roles such as Chief Executive Officer, Chief Operating Officer, Vice President of Operations, Production Manager, and General Manager. His expertise in financial, administrative, and program management, combined with his commitment to quality construction services, make him an invaluable asset to DSW.

Curtis Clayton is the **Chief Operating Officer** of DSW, bringing with him over 20 years of experience in all aspects of residential construction. He has held various positions such as Vice President of Construction, Head Project Manager, Area Manager, Builder, and Superintendent. He has managed projects totaling over \$500M, supervised the construction/development of four subdivisions, managed the quality of homes in each subdivision, and managed home and townhome construction from ground breaking to completion. In his tenure Mr. Clayton has managed complex community projects with multiple commercial tasks, and assisted the purchasing department in cutting costs with subcontractors. Mr. Clayton has streamlined DSW's rehabilitation standards and procedures, as well as creating and implementing the DSW Safety Program. His implementation of guidelines and procedures has helped Project Managers reduce build out times.

VP of Purchasing & Estimating, Paul Judson has over 20 years of experience in overseeing scattered lot residential construction in over 50 different counties and parishes in 6 different states. He has managed Project Managers and office coordinators, and is proficient with quality control checklists, systems management, and plan interpretation. In his previous role as VP of Business Development at DSW, he opened new markets in the Connecticut Lower Rio Grand Valley, New Jersey, New York, Puerto Rico, USVI, as well as **five regions within the state of Florida**.

DSW has formed a strong and dependable team that includes **Program Manager Justin Coogler**. Since 2017, Mr. Coogler has



Key Personnel Experience

been a leader in the construction industry, starting his career as a Project Manager. In this role, he was responsible for coordinating and communicating daily work plans, controlling expenses through budgeting and timeline management, overseeing field construction activities, and verifying compliance with contract terms. In 2020, Mr. Coogler joined the DSW team and quickly rose to the position of Program Manager. Mr. Coogler is responsible for monitoring and facilitating site operations with a focus on safety and efficiency. He develops and enforces budgets to reduce expenses and foster growth while enforcing project timelines and milestones. Mr. Coogler establishes schedules and requirements, while supervising, coordinating, and scheduling activities of construction.

DSW's workflow is broken down by division:

Estimating: DSW's estimating team creates an accurate estimate for the cost of each project. On repair projects they use Xactimate to determine the cost of materials, labor, and other expenses associated with the project. They review plans and specifications to ensure that the project is feasible and that the estimated costs are reasonable. The team also works with the project manager to ensure that the project is completed on time and within budget.

Pre-construction: DSW's pre-construction team and permitting team is responsible for the planning and preparation of each project before the actual construction begins. They are responsible for coordinating with subcontractors, obtaining necessary permits, and providing project updates. **They currently have a working relationship with the City of Miami** in applying for and obtaining permits. The team works to ensure that the project meets all safety and quality standards.

Compliance: DSW's compliance team reviews program requirements, maintains document management systems, conducts desktop environmental reviews, disseminates environmental review information to field offices, performs construction site visits, establishes and maintains a system for auditing subcontractor insurance expirations, maintains an active training department with regulatory reference library, prepares Section 3/MWSBE compliance documentation, and much more.

Purchasing: DSW's purchasing team researches and vets local subcontractors, special attention is dedicated to subcontractors who are



Key Personnel Experience

certified as Minority, Women, and Small Business Enterprises (MWSBE), Section 3, and Historically Underutilized Businesses (HUB).

Accounts Payable: DSW's accounts payable team processes invoices, verifies accuracy of payments, and ensures timely payments. The accounts payable department also maintains records of all payments and reconciles accounts with vendors.

Accounts Receivable: DSW's accounts receivable team tracks payments, issuing invoices, and collecting payments.



QUALITY REFERENCES



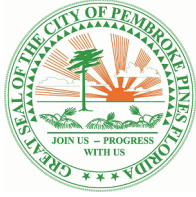
OTHER DOCUMENTS



Litigation

DSW Homes, LLC (DSW) affirms that neither its principals, officers, nor any predecessor organization(s) have been debarred or suspended from bidding by any government entity at any point in time. This includes the last two years and all prior periods.





City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 8.

File ID: 23-0752

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/12/2023

Short Title: RFQ # PI-23-01 RFQ # PI-23-01 General Contractors
For Home Repair Projects

Final Action: 11/01/2023

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-23-01 "GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS" TO THE FOLLOWING TWENTY (20) VENDORS:

- ABS GENERAL CONTRACTOR INC.
- BRUNT & COMPANY, INC.
- BUILT SOLID CONSTRUCTION, LLC
- DAN ENTERPRISES TEAM, LLC
- DIXIE CONSTRUCTION
- DMS CONTRACTORS, LLC
- DSW HOMES, LLC
- ENCOPI, INC.
- HOGGINS CONSTRUCTION UNLIMITED, LLC
- HRT CONSTRUCTION GROUP, LLC
- JAMES JOYCE CONSTRUCTION CORPORATION
- LEONARD GRAHAM, INC. DBA LGI CONSTRUCTION
- LOTUS CONSTRUCTION OF SOUTH FLORIDA, LLC
- LOUMINEL GENERAL CONTRACTOR, LLC
- METRO CONTRACTOR, INC.
- R & B REMODELING, INC.
- STACY BOMAR CONSTRUCTION, LLC
- SUPREME ROOFING & CONSTRUCTION, INC.
- SUSTAINABLE DESIGN AND CONSTRUCTION SERVICES, INC.
- TOP CRAFTS, INC.

***Agenda Date:** 11/01/2023

Agenda Number: 8.

Internal Notes:

Attachments: 1. PL-23-01 Bid Tabulation, 2. 09-25-2023 Meeting Minutes RFQ # PL-23-01 "General Contractors for Home Repair Projects, 3. Exhibit A - PL-23-01 General Contractors for Home Repair Projects, 4. Exhibit B - ABS General Contractor - Bid Submittal, 5. ABS General Contractors - Agreement,

Agenda Request Form Continued (23-0752)

6. Exhibit B - Brunt & Company Submittal, 7. Brunt & Company, Inc. - Agreement, 8. Exhibit B - Built Solid Construction - Bid Submittal, 9. Built Solid Construction, LLC. - Agreement, 10. Exhibit B - Dan Enterprises, LLC - Bid Submittal, 11. Dan Enterprises Team, LLC. - Agreement, 12. Exhibit B - Dixie Construction - Bid Submittal, 13. Dixie Construction, Inc. - Agreement, 14. Exhibit B - DMS Contractors, LLC - Bid Submittal, 15. DMS Contractors, LLC. - Agreement, 16. Exhibit B - DSW Homes, LLC - Bid Submittal, 17. DSW Homes, LLC. - Agreement, 18. Exhibit B - Encop, Inc. - Bid Submission, 19. Encop, Inc. - Agreement, 20. Exhibit B - Hoggings Construction Unlimited - Bid Submittal, 21. Hoggings Construction Unlimited, LLC. - Agreement, 22. Exhibit B - HRT Construction Group, LLC - Bid Submittal, 23. HRT Construction Group, LLC. - Agreement, 24. Exhibit B - James Joyce Construction Corp. - Bid Submittal, 25. James Joyce Construction Corp. - Agreement, 26. Exhibit B - LGI Construction - Bid Submittal, 27. Leonard Graham dba LGI Construction - Agreement, 28. Exhibit B - Lotus Construction of SF, LLC - Bid Submittal, 29. Lotus Construction of South FL - Agreement, 30. Exhibit B - Louminel General Contractor, LLC - Bid Submittal, 31. Louminel General Contractor, LLC. - Agreement, 32. Exhibit B - Metro Contractor, Inc - Bid Submittal, 33. Metro Contractor Incorporated - Agreement, 34. Exhibit B - R&B Remodeling - Bid Submittal, 35. R&B Remodeling, Inc. - Agreement, 36. Exhibit B - Stacy Bomar Construction, LLC. - Bid Submittal, 37. Stacy Bomar Construction, LLC. - Agreement, 38. Exhibit B - Supreme Roofing & Construction - Bid Submittal, 39. Supreme Roofing and Construction, Inc. - Agreement, 40. Exhibit B - Sustainable Design and Construction - Bid Submittal, 41. Sustainable Design - Agreement, 42. Exhibit B - Top Crafts, Inc. - Bid Submittal, 43. Top Crafts, Inc. - Agreement

Related Files:

1	City Commission	11/01/2023	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo				
Nay: - 0				

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-23-01 "GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS" TO THE FOLLOWING TWENTY (20) VENDORS:

- ABS GENERAL CONTRACTOR INC.
- BRUNT & COMPANY, INC.
- BUILT SOLID CONSTRUCTION, LLC
- DAN ENTERPRISES TEAM, LLC
- DIXIE CONSTRUCTION
- DMS CONTRACTORS, LLC
- DSW HOMES, LLC
- ENCOPI, INC.
- HOGGINS CONSTRUCTION UNLIMITED, LLC
- HRT CONSTRUCTION GROUP, LLC
- JAMES JOYCE CONSTRUCTION CORPORATION
- LEONARD GRAHAM, INC. DBA LGI CONSTRUCTION
- LOTUS CONSTRUCTION OF SOUTH FLORIDA, LLC
- LOUMINEL GENERAL CONTRACTOR, LLC
- METRO CONTRACTOR, INC.
- R & B REMODELING, INC.

- STACY BOMAR CONSTRUCTION, LLC
- SUPREME ROOFING & CONSTRUCTION, INC.
- SUSTAINABLE DESIGN AND CONSTRUCTION SERVICES, INC.
- TOP CRAFTS, INC.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were

followed.”

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 21, 2023, the City Commission authorized the advertisement of RFQ # PL-23-01 “General Contractors for Home Repair Projects”, which was advertised on June 27, 2023.
2. The City of Pembroke Pines receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, the City also receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. These funds are used for various projects including minor home repair and cost estimating services.
3. The City’s pool of approved inspectors for the home repair program is set to expire on March 1, 2024.
4. The purpose of this solicitation was to seek qualification statements from qualified firms, in order to create a pool of vendors for the City to choose from to perform a number of services, such as correcting municipal code violations, abating any health and safety problems in the resident's home, providing safe electrical and mechanical systems, stopping weather penetration to make the resident's home more energy efficient, and improving the general condition of the resident's structure.
5. On August 1, 2023, the City opened twenty (20) proposals from the following vendors (listed in alphabetical order):
 - ABS General Contractor Inc.
 - Brunt & Company, Inc.
 - Built Solid Construction, LLC
 - Dan Enterprises Team, LLC
 - Dixie Construction
 - Dms Contractors, LLC
 - Dsw Homes, LLC
 - Encop, Inc.
 - Hoggins Construction Unlimited, LLC
 - Hrt Construction Group, LLC
 - James Joyce Construction Corporation
 - Leonard Graham, Inc. Dba LGI Construction
 - Lotus Construction of South Florida, LLC
 - Louminel General Contractor, LLC
 - Metro Contractor, Inc.
 - R & B Remodeling, Inc.
 - Stacy Bomar Construction, LLC
 - Supreme Roofing & Construction, Inc.
 - Sustainable Design And Construction Services, Inc.

Agenda Request Form Continued (23-0752)

- Top Crafts, Inc.

6. On September 25, 2023, the City convened an evaluation committee that was tasked to review the qualifications of the bidders and recommended a pool of vendors to the City Commission for award. The evaluation committee passed a motion to deem all vendors qualified with the contingency that R & B Remodeling, Inc., DSW Homes, LLC, and Brunt & Company, Inc. complete and submit their missing documents within a three-day time frame in order to remain in the vendor pool. The motion passed unanimously.

7. R & B Remodeling, Inc., DSW Homes, LLC, and Brunt & Company, Inc. completed and submitted their missing documents within the allotted time.

8. Recommend Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # PL-23-01 " General Contractors for Home Repair Projects", to the following twenty (20) vendors:

- ABS General Contractor Inc.
- Brunt & Company, Inc.
- Built Solid Construction, LLC
- Dan Enterprises Team, LLC
- Dixie Construction
- Dms Contractors, LLC
- Dsw Homes, LLC
- Encop, Inc.
- Hoggins Construction Unlimited, LLC
- Hrt Construction Group, LLC
- James Joyce Construction Corporation
- Leonard Graham, Inc. Dba LGI Construction
- Lotus Construction of South Florida, LLC
- Louminel General Contractor, LLC
- Metro Contractor, Inc.
- R & B Remodeling, Inc.
- Stacy Bomar Construction, LLC
- Supreme Roofing & Construction, Inc.
- Sustainable Design And Construction Services, Inc.
- Top Crafts, Inc.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time. The cost for each project is unknown at this time. The cost will be determined on a "Per Project" basis.

b) Amount budgeted for this item in Account No: Funds for these expenses will be paid through grants received through various programs. The City receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, Home Investment Partnerships

Agenda Request Form Continued (23-0752)

Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, the City receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation.

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakbridge Insurance Agency LLC P.O. Box 20668 Saint Simons Island GA 31522	CONTACT NAME: Kathleen Ferra PHONE (A/C, No, Ext): 912-268-4612 FAX (A/C, No): 912-634-1819 E-MAIL ADDRESS: kferra@oakbridgeinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED DSW Homes LLC 1650 E Winding Way Drive Suite B Friendswood TX 77546	DSWHOME-02 INSURER A: Champlain Specialty Insurance Company INSURER B: Travelers Casualty Insurance Company Of America INSURER C: Insurance Company Of The West INSURER D: Underwriters At Lloyd's, London INSURER E: INSURER F:
	NAIC #
	16834
	19046
	27847
	15642

COVERAGES**CERTIFICATE NUMBER:** 750663594**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CSARCGL000155201	12/3/2022	12/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UM \$250,000			BA2W0345492242G	12/3/2022	12/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MEDICAL PAYMENTS \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CSARCEL000155301	12/3/2022	12/3/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 P/CO AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		WGA504337305	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	BUILDERS RISK			22PHB0080	12/31/2022	12/31/2023	BUILDING SEE ATTACHED \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE AS REQUIRED BY CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER**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 THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY OAKBRIDGE INSURANCE AGENCY		NAMED INSURED DSW HOMES, LLC	
POLICY NUMBER 22PHB0080		1650 E WINDING WAY DRIVE, SUITE B	
CARRIER LLOYDS OF LONDON	NAIC CODE	FRIENDSWOOD	TX 77546
		EFFECTIVE DATE: 12/3/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACOR24 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LIMITS
\$ 25,000,000 AGGREGATE
\$ 500,000 ANY ONE BLDG OR STRUCTURE
\$ 25,000,000 WINDSTORM AND HAIL
\$ 10,000,000 FLOOD (ALL OTHER FLOOD ZONES)
\$ 2,500,000 FLOOD (TIER 1)
\$ 10,000,000 EARTHQUAKE/VOLCANIC ACTIVITY
EARTHQUAKE EXCLUDED IN CALIFORNIA, ALASKA, HAWAII AND PUERTO RICO

DEDUCTIBLES
\$10,000 ALL PERILS EXCEPT

WINDSTORM AND HAIL
\$5,000 (PER HOME) SUBJECT TO \$50,000 MIN

NAMED WINDSTORM TIER 1 COUNTIES
5% OF THE TOTAL TIV AT RISK AT THE TIME AND PLACE OF LOSS SUBJECT TO A MIN DED OF \$100,000

OUTSIDE TIER 1 COUNTIES
2% OF THE TOTAL TIV AT RISK AT THE

FLOOD
\$ 500,000 (100 YEAR FLOOD ZONE)\$ 50,000 (ALL OTHER FLOOD ZONES)

EARTHQUAKE
\$25,000

OTHER SUBLIMIT(S)
\$50,000 SEWER BACK-UP