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RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND GOLD TREE DEVELOPMENT GROUP, LLC.

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

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

and

GOLD TREE DEVELOPMENT GROUP, LLC., a Limited Liability Company, as listed with the Florida Division of Corporations, with a business address of **6851 NW 19th Avenue, Miami, FL 33147** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties".

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **April 23, 2024**, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to conduct **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications (RFQ) # PL-24-02
"Residential Home Inspection and Cost Estimating Services"

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

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1.3 On August 21, 2024, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair** and authorized the negotiation of various agreements for the services herein required.

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

1.5 CONTRACTOR is one of the qualified firms willing and able to perform **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair** for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR agrees to provide **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair** for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), Neighborhood Stabilization Program (NSP), and State Housing Initiatives Partnership (SHIP) Program.**

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

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

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

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

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

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

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

ARTICLE 3
TERM AND TERMINATION

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

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

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

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

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

3.4.2 CONTRACTOR becomes insolvent;

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

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

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

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

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

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

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4.1.1 Home Inspector's Fee Schedule:

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

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

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

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

Gold Tree Development Group, LLC.
6851 NW 19th Avenue
Miami, FL 33147

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ARTICLE 5
GUARANTEE OF SERVICES

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

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 7
INSURANCE

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

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

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

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

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

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

Yes No

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

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

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

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

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

Yes No

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

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

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

7.7 REQUIRED ENDORSEMENTS

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

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7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

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

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

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

ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the

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

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

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

ARTICLE 15
BANKRUPTCY

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

ARTICLE 16
MERGER; AMENDMENT

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

ARTICLE 17
DISPUTE RESOLUTION

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

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dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

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

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

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

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

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

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

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

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

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ARTICLE 19
SCRUTINIZED COMPANIES

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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

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

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

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

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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 Statues, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section**.

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

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

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

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

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

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

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

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

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

ARTICLE 22
FEDERAL REQUIREMENTS

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

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

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

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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

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

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

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

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

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

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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

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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

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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

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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**.

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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.

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Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 **Reporting requirement**.

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

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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

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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 Statues.

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

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

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

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

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

CONTRACTOR: **John Tanner – Inspector**
Gold Tree Development Group, LLC.
6851 NW 19th Avenue
Miami, FL 33147
E-mail: goldtree3823@outlook.com
Telephone No: (305) 632-2526

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: DocuSigned by: E2D2D4AA8795454... September 4, 2024
MAYOR ANGELO CASTILLO

ATTEST:
DocuSigned by: Debra Rogers F8EA9A23A58B417... September 5, 2024
DEBRA ROGERS, CITY CLERK

BY: DocuSigned by: Charles F. Dodge 47B966ECFDAD4AC... September 5, 2024
CHARLES F. DODGE, CITY MANAGER

Signed by:

CONTRACTOR:

GOLD TREE DEVELOPMENT GROUP, LLC.

Signed By:
Printed Name: JOHN TANNER JR.
Title: MANAGER

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Exhibit "A"

Residential Home Inspection and Cost Estimating Services

Request for Qualifications # PL-24-02

General Information		
Project Cost Estimate	Not Applicable	See Section 1.4
Project Timeline	Projects shall be on an as-needed basis, this agreement shall terminate no later than two (2) years after the date of execution.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	May 6, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 21, 2024	See Section 1.8
5% Proposal Security / Bid Bond	✓ Not required. ☐ Required, regardless of proposal cost. ☐ Required in the event that the proposal exceeds $200,000.	See Section 4.1
100% Payment and Performance Bonds	✓ Not required. ☐ Required, regardless of proposal cost. ☐ 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

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Attachment A: Non-Collusive Affidavit

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Attachment B: Sample Insurance Certificate

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SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

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

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, May 21, 2024. Proposals must be **submitted electronically at https://ppines.bonfirehub.com/**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

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

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

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

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

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

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

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

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

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

1.2 PURPOSE

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

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

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

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1.2.1 Background

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

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

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

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

1.2.2 Section 3 Compliance

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

1.3 SCOPE OF WORK

1. Conduct and complete a checklist to document a preliminary inspection of each structure and determine deficiencies in each building based upon building standards provided by the City of Pembroke Pines and the U.S. Housing and Urban Development Department. Initial property inspection must be conducted using the City's approved inspection checklist/report format.

2. Submit an inspection checklist and color photos of items needing repair to the City's Program Administrator.

3. Prepare scope of work ready for bid purposes and develop a cost estimate on each building to be rehabilitated. Scope of work must accurately reflect repairs needed. Two

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

4. Prepare a scope of work, which includes a work write-up from licensed inspectors (if needed).

5. Identify what steps are to be taken to mitigate any problem detected.

6. Conduct pre-bid meetings, which includes inviting contractors on the City's pre-qualified list to participate in the bid process, collecting pre-bid sign in sheet at property, answering questions at pre-bid, and issuing addendum as necessary as a result of pre-bid meeting.

7. Perform in-progress inspections as requested by the City's Program Administrator. Submit in-progress report to City's Program Administrator.

8. Obtain City and owner's approval prior to project going out to bid.

9. Review and approve/disapprove change orders from contractors.

10. Assist with homeowner and contractor conflict resolution regarding repairs.

11. Review and approve construction work required for contractor payment.

12. Conduct follow-up inspections for properties that do not pass initial final inspection. Submit punch list for contractor's review.

13. Submit final inspection report and photos. Report and photos must correspond with initial inspection report and photos. Two sets of printed color photos are required to be submitted with each inspection report/work specifications.

14. Submit invoice for payment, per program procedures.

1.4 PROJECT TIMELINE

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

1.4.1 Post Award Process

1.4.1.1 Approved Pool of Vendors

When the RFQ process is completed and the new pool of vendors is approved by the City Commission, the City's Procurement Department will route the

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

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

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

1.4.1.2 Environmental Inspection Services

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

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

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

1.4.1.3 Order of Operations:

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

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

1.4.2 Fees

1.4.2.1 Home Inspector's Fee Schedule

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

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

1.4.3 Contract Performance

1.4.3.1 Specimen Contract

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

1.4.3.2 Manner of Performance

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

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1.4.3.3 Poor Performance

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

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

1.5 PROPOSAL REQUIREMENTS

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

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

1.5.1 Questionnaires

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

Tab 1 - Experience and Capabilities (35 points):

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

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

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3. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
5. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
6. It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.
7. It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.
8. Explain the ability and experience of the field staff with specific attention to project related experience.

Tab 2 - References Form (35 points):

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

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

Details should include the following:

1. References Contact Information

a. Name of Firm, City, County or Agency
b. Address
c. Contact Name
d. Contact Title
e. Contact E-mail Address
f. Contact Telephone #

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2. Project Information

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

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

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

1. General:

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

2. Quality:

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

1.5.2 Other Completed Questionnaires

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

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1.5.3 Other Completed Documents:

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

1.5.4 Optional Documentation

1. Trade Secrets:

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

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

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

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

2. Financial Statements:

a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.

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

3. Additional Information:

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

1.6 VENDOR REGISTRATION DOCUMENTS

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

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

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

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1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

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

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

1.6.9 Veteran Owned Small Business Preference Certification

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

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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:

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

C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

D. The Evaluation Committee will make a recommendation to the City Commission for award of contract to a pool of contractors. The contract shall be awarded to the most responsive/responsible proposers whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

E. After the contracts have been executed with the awarded pool of contractors, the awarded pool of contractors will be invited to bid on specific projects on an as-needed basis. Please note that the City reserves the right to limit the number of projects that a first time contractor may receive until the contractor is able to demonstrate the ability to satisfactorily close out their first two projects.

1.8 TENTATIVE SCHEDULE OF EVENTS

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

1.9 SUBMISSION REQUIREMENTS

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

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

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

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

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

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

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

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	required, the general inspector will incorporate the mitigation steps in the overall work specs that the contractors will bid on. 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.

1.10.2 INSURANCE QUESTIONS

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

1.10.3 BONDING QUESTIONS

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

1.10.4 LICENSE QUESTIONS

Question # 6	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.

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Answer	Contractors must submit a current and valid Certified-EPA Renovator's certificate with their bid packages.
Question # 7	What specific state/local licenses are required?
Answer	Requirements vary by occupation and services that are performed by the contractor. Firms should know what state/local licenses are needed for them to perform the required services.
Question # 8	Is the Certified EPA Renovator's Certificate a requirement for qualifying or just for jobs on pre-1978 structures?
Answer	If any of the upcoming home repair projects require environmental inspections, the City feels that requiring the EPA Renovator's Certificate is best practice because it allows all of the environmental jobs to be rotated through certified Environmental Inspectors.

1.10.5 FUNDING QUESTIONS

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

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	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?

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

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SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

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

Yes No

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

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

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

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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)*

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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

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$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

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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

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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.

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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.

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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

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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

3.9 SAMPLES

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

3.10 ESTIMATED QUANITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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

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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

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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

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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

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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

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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.31 SCRUTINIZED COMPANIES LIST

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

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

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

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

2. Is engaged in business operations in Syria.

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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

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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

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

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

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

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

(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

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

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

c) “E-Verify system” means an 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

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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.

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SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

✓ ☐ A Proposal Security shall not be required for this project.

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

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

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

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

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

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

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

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

Yes No

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

Yes No

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

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

Coverage Period: The surety company shall only cover the period of performance / construction and not the labor warranty nor the manufacturer's warranty periods.

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

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

B+ to A+

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

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

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

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

4.3 OWNER'S CONTINGENCY

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

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

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

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

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

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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**

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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)

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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

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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

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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

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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

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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 IDENTIFIBALE INFORMATION

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

W. RIGHTS IN DATA

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

X. INSPECTION AND ACCEPTANCE

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

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

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

Y. DOCUMENTATION OF COSTS

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

Z. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-

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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.

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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 _____

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ policy ☐ project ☐ loc				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS					
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
	☐				AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

Must Include General Liability

SAMPLE CERTIFICATE

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

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

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

(DACORD CORPORATION 1988

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

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

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

and

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

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On _____**,** the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to conduct _____**,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications (RFQ) # _____
"_____"

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

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1.3 On _____, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform the _____ and authorized the negotiation of various agreements for the services herein required.

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

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

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide _____ for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP) State Housing Initiatives Partnership (Ship) Program.**

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

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

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

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

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

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

ARTICLE 3
TERM AND TERMINATION

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

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

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

3.4 **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason,

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

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

3.4.2 CONTRACTOR becomes insolvent;

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

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

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

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

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

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

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

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

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

_____

_____

_____

ARTICLE 5
GUARANTEE OF SERVICES

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

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 7
INSURANCE

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

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

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

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

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

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services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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

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

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

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

Yes No

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

Yes No

☐ ☐ 7.6.4 Umbrella/Excess Liability Insurance in the amount of $2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐ 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than ten (10) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ ☐ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☐ 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from:

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theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

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

Yes No

☐ ☐ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

☐ ☐ 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the

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

7.7 REQUIRED ENDORSEMENTS

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

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

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

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

ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9
INDEPENDENT CONTRACTOR

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

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ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement,

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or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

ARTICLE 15
BANKRUPTCY

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

ARTICLE 16
MERGER; AMENDMENT

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

ARTICLE 17
DISPUTE RESOLUTION

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

ARTICLE 18
PUBLIC RECORDS

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

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

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR

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shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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

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

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

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

ARTICLE 19
SCRUTINIZED COMPANIES

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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

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

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below)**:

- ☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ✓ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:

    - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
    - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
    - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
    - ☐ CONTRACTOR is a governmental agency.

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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 Statues, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section**.

21.1.1.1 "Contractor" means a person or entity that has entered or is

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

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

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

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

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

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

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

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

ARTICLE 22
FEDERAL REQUIREMENTS

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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.

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

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

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

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

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

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

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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

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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,

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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

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

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

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

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

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

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

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

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

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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

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services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 **Exceptions**.

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

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

22.16.3 **Reporting requirement**.

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

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications

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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,

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

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

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

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

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

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

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

CONTRACTOR: _____
_____
_____
_____
_____
_____
_____

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

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

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

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

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

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

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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

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

_____ BY: _____

Print Name: _____ MAYOR ANGELO CASTILLO
OFFICE OF THE CITY ATTORNEY

ATTEST: BY: _____

_____ CHARLES F. DODGE, CITY MANAGER

MARLENE D. GRAHAM, CITY CLERK

CONTRACTOR:

((((Company Name))))

Signed By: _____

Printed Name: _____

Title: _____

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

The City Of PEMBROKE PINES

Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

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

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

Summary

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

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The City Of PEMBROKE PINES

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**	

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The City Of PEMBROKE PINES

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

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

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Name	Type	# Files	Requirement	Instructions
Information	(.pdf)			

Commodity Codes

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

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The City Of PEMBROKE PINES

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

Requested Documents:

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

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

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The City Of PEMBROKE PINES

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at https://ppines.bonfirehub.com/opportunities/136947.

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

2. Upload your submission at:

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

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

The Question period for this opportunity starts Apr 25, 2024 8:00 PM EDT. The Question period for this opportunity ends May 06, 2024 11:30 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 21, 2024 2:00 PM EDT.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

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The City Of PEMBROKE PINES

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

Need Help?

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

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

City of Pembroke Pines Back to list

Project Details

Project: Residential Home Inspection and Cost Estimating Services

Ref. #: PL-24-02

Type: RFQ

Status: CLOSED

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

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

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

Contact Information: Procurement Department, 954-518-9020

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

Days Left: Submissions are now closed

May 2024 prev next

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

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

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

3 Navigation

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Search

Portal

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

Commodity Codes:

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

Supporting Documentation:

Download All Files Search

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

Specimen Contract Continuing Services Agreement (Federal).pdf	Documentation Attachment C Portal		Apr 25th 2024, 1:20 PM EDT	Download
Submission Instructions - PL-24-02.pdf	Documentation	General Bonfire Submission Instructions	Apr 25th 2024, 7:15 PM EDT	Download

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

Questionnaires

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

Other Completed Documents

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

Optional Documentation

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

Document Takers

Search

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

Skip Top Navigation

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

Portal

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

Messages

Public Notices (0) Vendor Discussions (0)

There is currently nothing to display here.

Submissions and Subcontracting

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

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The City Of PEMBROKE PINES

Vendor Discussions

No messages

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The City Of PEMBROKE PINES

Public Notices

No messages

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Question Set 1: Tab 1 - Experience and Capabilities

Exhibit "B"

Question Set 1 Instructions

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

#	Question	Response	Comment
1.0.1	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	John Tanner is the chief inspector for Gold Tree Development Group LLC. Mr. Tanner honorably separated from the U.S. Military and graduated with a B.S. in Industrial Engineering from the University of Miami. Mr. Tanner is a licensed Home Inspector and Licensed Building Contractor who has performed over 150+ detailed home inspections for federal, state, and local programs and provided detailed budget cost specifications for work, bid administrations, and punch-list administration.	
1.0.2	A minimum of two (2) years of experience is required. Please provide proof of such experience.	In 2018, Gold Tree Development Group, LLC was awarded its first residential inspection and cost-estimating contract with the City of Deerfield Beach. Since then, Gold Tree Development has been awarded contracts with the following Cities: the City of Pembroke Pines, the City of Miramar, the City of Coral Springs, and the City of Plantation.	
1.0.3	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	Gold Tree Development Group LLC is approximately 17 miles from the City of Pembroke Pines. We have worked throughout the City limits, providing residential home inspections for single-family residences, townhomes, and condominiums. We are familiar with the various building construction types, roof systems, plumbing systems, heating, ventilation, and cooling systems, and have provided inspection and cost estimation services for such. Our past experiences have helped us develop a unique understanding of the challenges and methods for solving them, all while satisfying the City of Pembroke Pines's requirements. Thus, we are familiar with the projects located throughout the City.	
1.0.4	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.	All past projects for which we have provided inspection services have been above satisfactory. John Tanner has participated in 40+ initial home inspections for the City of Pembroke Pines and collaborated in determining the extent of restoration/rehabilitation required to bring homes into code compliance with program requirements. Mr. Tanner's leadership skills shine through in his role as an inspector. He always conducts himself efficiently and professionally. Mr. Tanner is always prompt and available to answer questions or concerns of city representatives, contractors, and homeowners.	

1.0.5	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.	John Tanner, Licensed Home Inspector and General Contractor. Ms. Maria Fernandez holds a Bachelor of Science degree in Supervision and Management, Business Administration and Management, and an Associate of Arts Degree in Marketing Management Rhina Etienne, Clerical Assistant	
1.0.6	It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the “Other Completed Documents” section on Bonfire. Identify the personnel applicable for this question.	John Tanner Maria Fernandez Rhina Etienne	
1.0.7	It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the “Other Completed Documents” section on Bonfire. Identify the personnel applicable for this question.	John Tanner	
1.0.8	Explain the ability and experience of the field staff with specific attention to project related experience.	John Tanner is a Florida Licensed Home Inspector, HI-10635. John has assisted in the coordinated efforts of specialized teams to carry out 150+ home rehabilitation projects for various municipalities, determine resources needed, inspect building standards, analyze risk and safety issues associated with residential properties, and improve state funds transparency, expense justification, and general contractor selection. Mr. Tanner is very familiar with the entire process, from receiving a service request to conducting an inspection of the premises, preparing a detailed scope of work with cost estimates and support pictures reports to conducting the pre-bid administration and pre-conference, to interim inspection and final punch list	
8 Questions			**100.00% Complete**

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Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

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

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

Details should include the following:

#	Question	Response	Comment
Reference #1: Reference Contact Information			
2.1.1	Name of Firm, City, County or Agency	City of Deerfield Beach	
2.1.2	Address	Housing & Grants Division 325 NW 2nd Avenue Deerfield Beach, FL 33441	
2.1.3	Contact Name	Tameka Dorsett-Black	
2.1.4	Contact Title	Housing & Community Affairs Manager	
2.1.5	Contact E-mail Address	tblack@deerfield-beach.com	
2.1.6	Contact Telephone #	954-480-2641	
Reference #1: Project Information			
2.2.1	Name of Contractor Performing the work	Gold Tree Development Group LLC John Tanner	
2.2.2	Name and location of the project	Various residential properties in the City of Deerfield Beach	
2.2.3	Nature of the firm's responsibility on the project	Pool Contractor Housing Inspector	
2.2.4	Project duration	2 years	
2.2.5	Completion (Anticipated) Date	Ongoing	
2.2.6	Size of project	multiple residential homes	
2.2.7	Cost of project	max budget $65,000	
2.2.8	Work for which staff was responsible	inspections, scope write-up with cost estimates, pre-bid adminstrations and punchlist inspections	
2.2.9	Contract Type	Term	
2.2.10	The results/deliverables of the project	Excellent	
Reference #2: Reference Contact Information			
2.3.1	Name of Firm, City, County or Agency	City of Plantation Minority Builders Coalition, Inc.	
2.3.2	Address	499 NW 70th Avenue, Suite #101 Plantation, FL 33317	
2.3.3	Contact Name	Janice Hayes	
2.3.4	Contact Title	Director of Housing & Community Development	
2.3.5	Contact E-mail Address	Janice.Hayes@minoritybuilders.org	
2.3.6	Contact Telephone #	(954) 792-1121	
Reference #2: Project Information			
2.4.1	Name of Contractor Performing the work	Gold Tree Development Group LLC John Tanner	
2.4.2	Name and location of the project	Pool Contractor Housing Inspector	
2.4.3	Nature of the firm's responsibility on the project	inspections, scope write-up with cost estimates, pre-bid adminstrations and punchlist inspections	

2.4.4	Project duration	2 years	
2.4.5	Completion (Anticipated) Date	December 31, 2023	
2.4.6	Size of project	multiple residential homes	
2.4.7	Cost of project	max budget $70,000	
2.4.8	Work for which staff was responsible	inspections, scope write-up with cost estimates, pre-bid adminstrations and punchlist inspections	
2.4.9	Contract Type	Term	
2.4.10	The results/deliverables of the project	Excellent	
Reference #3: Reference Contact Information			
2.5.1	Name of Firm, City, County or Agency	City of Miramar Community Revitilization Affliates, Inc	
2.5.2	Address	6151 Miramar Parkway Suite 202 Miramar, FL 33023	
2.5.3	Contact Name	Andrew A.	
2.5.4	Contact Title	President/CEO of Community Revitalization Affiliates, Inc.	
2.5.5	Contact E-mail Address	andrew@crasouthfl.com	
2.5.6	Contact Telephone #	954-939-3271	
Reference #3: Project Information			
2.6.1	Name of Contractor Performing the work	Gold Tree Development Group LLC John Tanner	
2.6.2	Name and location of the project	Pool Contractor Housing Inspector	
2.6.3	Nature of the firm's responsibility on the project	inspections, scope write-up with cost estimates, pre-bid adminstrations and punchlist inspections	
2.6.4	Project duration	2 years	
2.6.5	Completion (Anticipated) Date	Ongoing	
2.6.6	Size of project	multiple residential homes	
2.6.7	Cost of project	75,000	
2.6.8	Work for which staff was responsible	inspections, scope write-up with cost estimates, pre-bid adminstrations and punchlist inspections	
2.6.9	Contract Type	Term	
2.6.10	The results/deliverables of the project	Excellent	
Reference #4: Reference Contact Information			
2.7.1	Name of Firm, City, County or Agency	City of Coral Springs Minority Builders Coalition, Inc.	
2.7.2	Address	499 NW 70th Avenue, Suite #101 Plantation, FL 33317	
2.7.3	Contact Name	Janice Hayes	
2.7.4	Contact Title	Director of Housing & Community Development	
2.7.5	Contact E-mail Address	Janice.Hayes@minoritybuilders.org	
2.7.6	Contact Telephone #	(954) 792-1121	
Reference #4: Project Information			
2.8.1	Name of Contractor Performing the work	City of Coral Springs Minority Builders Coalition, Inc.	

2.8.2	Name and location of the project	Various residential properties in the City of Coral Springs	
2.8.3	Nature of the firm's responsibility on the project	Housing Inspector	
2.8.4	Project duration	Ongoing	
2.8.5	Completion (Anticipated) Date	Ongoing	
2.8.6	Size of project	multiple residential homes	
2.8.7	Cost of project	75000	
2.8.8	Work for which staff was responsible	inspections, scope write-up with cost estimates, pre-bid adminstrations and punchlist inspections	
2.8.9	Contract Type	Term	
2.8.10	The results/deliverables of the project	Excellent	
Reference #5: Reference Contact Information			
2.9.1	Name of Firm, City, County or Agency	Minority Builders Coalition	
2.9.2	Address	1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316	
2.9.3	Contact Name	Vernon Dooling	
2.9.4	Contact Title	Housing Coordinator	
2.9.5	Contact E-mail Address	vernon.dooling@minoritybuilders.org	
2.9.6	Contact Telephone #	(954)792-1121	
Reference #5: Project Information			
2.10.1	Name of Contractor Performing the work	Gold Tree Development Group LLC John Tanner	
2.10.2	Name and location of the project	City of Fort Lauderdale	
2.10.3	Nature of the firm's responsibility on the project	Inspections, scope write-up with cost estimates.	
2.10.4	Project duration	as needed	
2.10.5	Completion (Anticipated) Date	as needed	
2.10.6	Size of project	multiple residential homes	
2.10.7	Cost of project	4000	
2.10.8	Work for which staff was responsible	inspections, scope write-up with cost estimates	
2.10.9	Contract Type	As needed	
2.10.10	The results/deliverables of the project	Excellent	
80 Questions			**100.00% Complete**

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

Question Set 3 Instructions

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

#	Question	Response	Comment
General			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	We understand the solicitation is to provide home inspection and scope writing services to correct building violations, abate any health and safety issues, improve weatherization, and make homes more energy-efficient for residents. The projects require a home inspection in agreement with the Housing Checklist, InterNACHI Standards of Practice, and the local LHAP plan. We prepared cost scopes with a photographic report to justify the work. We seek Agency approval, coordinate the bid procedures, attend bid meetings to clarify concerns, and issue addendums if necessary. We monitor the project through interim and final inspection administrations.	
3.1.2	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	Our understanding of the RFP is to provide services which include specification writing and residential inspections to determine the extent of general repairs, accessibility, and energy conservation. The required home inspection and cost estimating services. Conduct and complete a checklist to document conditions. Submit inspection checklist and color photos of work items. Prepare scope for bid purposes. Conduct pre-bid meetings, which includes inviting contractors, collecting pre-bid sign-in sheets at the property, and answering questions. Perform in-progress inspections. Submit an in-progress report. Review and change orders. Assist with homeowner and contractor conflict resolution. Conduct follow-up inspections. Submit final inspection report and	
3.1.3	How would you organize this project in terms of milestones?	Initial inspection milestone, initial scope delivered to the Agency for review and approval milestone, Approval for bid milestone, Prebid milestone, bid delivered to agency milestone, Agency obtain homeowner binding signature, contractor start work milestone, final inspection milestone, project closeout milestone. Homeowner satisfaction survey recieved milestone.	
3.1.4	Identify any issues or concerns of significance that may be appropriate.	Issues arise when homeowners do not understand the extent of the program and develop false expectations. Issues can also occure when contractor perform outside of the scope of work.	

3.1.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	John has demonstrated reliability, integrity, and excellence in his certified disciplines as well as his general profession of residential construction and rehabilitation cost estimating & specification writing and reporting. John provides details in his reports, and home inspection reports are compliant with requirements of federal and state-funded rehabilitation programs, with a focus on improving code and safety issues Mr. Tanner is an industrial engineer, a Florida Licensed Home Inspector, and General Contractor, Mold Assessor and Remediator, and earned certificates in inspection of electrical, plumbing, HVAC systems, building exteriors, interior, roof systems, and has developed extensive knowledge and experience in construction	
Quality			
3.2.1	How do you ensure the quality of your services? What criteria do you use to measure your quality?	We use checklists to ensure the quality of our work. We measure quality based on the number of complaints and or returned items.	
3.2.2	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?	We take considerable time and effort to eliminate or reduce errors by following internal inspection and review procedures. If corrections are required as a result of our mistake, we correct the issues within 48 hours. Often, we extend our services to the Agency beyond normal hours of operations because we care about moving the program's objectives and the process forward.	
3.2.3	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.	Office efficiently manages multiple projects simultaneously, maintains work schedules and calendar coordination for meetings and important events, maintains a digital database including distribution/contact lists by category, distributes directives to clients and subcontractors, assists with technical research and document production, receives and monitors purchase orders, prepares job set-up media, monitors job schedules and contract compliance, manages billing and accounts receivable/payable processes and collections, and appraises.	
8 Questions			**100.00% Complete**

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Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	Gold Tree Development Group LLC	
4.1.2	Company Address	6851 NW 19TH AVE MIAMI FL 33147	
4.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
Primary Contact for the Project			
4.2.1	Contact Name	John Tanner	
4.2.2	Contact Ttile	Inspector	
4.2.3	Contact E-mail Address	GoldTree3823@outlook.com	
4.2.4	Contact Telephone Number	305-632-2526	
Authorized Approver			
4.3.1	Contact Name	John Tanner	
4.3.2	Contact Title	Inspector	
4.3.3	Contact E-mail Address	GoldTree3823@outlook.com	
4.3.4	Contact Telephone Number	305-632-2526	
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.	John Tanner	
4.4.2	Contact Title	Inspector	
4.4.3	Contact E-mail Address	GoldTree3823@outlook.com	
4.4.4	Contact Telephone Number	305-632-2526	
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.	We have only operated under Gold Tree Development Group LLC. Providing residential home inspection and cost estimating services.	
5.1.2	At what address was that business located?	6851 NW 19TH AVE, MIAMI FL 33147	
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.)	No	
Bankruptcy Petitions			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	None.	
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).	None.	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	None.	
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.	None.	
Company Classification			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			

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5.11.1	Describe the firm’s local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	The succession John Tanner's experience has been a well-planned process of acquiring skills and knowledge needed to serve a niche in the South Florida area in the area of Home Inspection, specification writing, construction monitoring, and the ability to interpret and produce the required HUD forms and various local municipality forms and required procedures to maintain the quality of affordable housing. John specifically selects endeavors which serve to strengthen his existing skills and knowledge. Using a well-rounded approach to the implementation of the business development plan, Gold Tree Development Group LLC includes seasoned professional personnel focused on streamlining processes and producing	
12 Questions			**100.00% Complete**

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Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

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

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Business Tax Receipts			
6.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
6.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a “Determination Letter” from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
6.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
6.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Federal Projects			
6.11.1	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.	Yes	Yes

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6.11.3	Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?	Yes	
13 Questions			**100.00% Complete**

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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 JOHN TANNER JR

Title Owner

Name of Company Grand Tree Development Group Inc.

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RESUMES OF KEY PERSONNEL

JOHN TANNER

Home Inspector

SUMMARY

John Tanner, honorably separated from the U.S. Military and graduating with a Bachelor of Science degree in Industrial Engineering from the University of Miami, has acquired a dynamic range of skill sets needed to communicate with diverse groups of people, approach problems methodically and provide effective solutions professionally and effectively.

VETERAN STATUS

- Honorable Discharge, United States Air Force
- DOD Inactive Top-Secret Clearance

EDUCATION

- University of Miami, January 2012 – May 2016
  Bachelor of Science**: Industrial Engineering**
  Concentration: **Management**

LICENSE AND CERTIFICATIONS

- Florida Licensed: Building Contractor, CBC1263828
- Florida Licensed: Home Inspector, HI-10635

ABILITY AND SKILLS

- Project Management Skills
- Knowledge of Local Building and Housing Codes
- Knowledge of Plumbing Codes
- Knowledge of Electrical Codes
- Knowledge of HVAC Codes

ASSOCIATIONS

- International Association of Certified Home Inspectors

Home Inspector, Scope Writer and Cost Estimator, Gold Tree Development Group LLC. **Sept. 2017 – Present**

- Inspected residential homes, determined extent of rehabilitation to remediate health, safety and codes; 150+ homes into compliance with Florida Building Codes, National Electric Code and various program requirements.
- Wrote construction cost specifications defining project scope, described activities to be performed for each item in the scope, developed project estimate and obtained owner approval prior to advertising the scope of work.
- Initiated Invitation for Bid solicitations; advertised to qualified general contractors and specialty contractors.
- Conducted pre-construction meetings at project site with qualified general contractors, program managers and owners; communicated project requirements, acceptable standards and resolved project conflicts with specifications.
- Coordinated residential construction project and facilitated communication throughout project life cycle.
- Revised construction specifications and issued addendums; resolved potential work conflicts prior to bid submittal date.
- Performed construction compliance checks; ensured general contractors performed in-line with contract documents.
- Reviewed general contractor change orders, resolved discrepancies prior to program manager payment approval.
- Plan, budgeted, coordinated specialty contractors for residential multifamily construction and rehabilitation projects.
- Managed contract administration and project close-outs for multiple residential rehabilitation projects.
- Prepared cost estimates by calculating the cost of labor, materials, overhead and profit required to complete the project.
- Conducted Progress and final inspections; reported project status to City officials.
- 4-Point Home Inspector – Inspected main components (HVAC) of residential home – provided clients with accurate report for insurability decision making.
- Wind Mitigation Inspector - Inspected home key features and addons for Hurricane Loss Mitigation Program by Florida Division of Emergency Management - accurately completed 75+ Uniform Wind Mitigation Inspection form OIR-B1-1802.

Employee Standardization Evaluator, U.S. Airforce **Dec 2003 - Nov 2011**

- 6+ years management and leadership of diverse teams; carry out and accomplish objectives under stressful conditions.
- Planned, initiated and managed mission priority; Lead 12-person team securing strategic assets enable 100% readiness.
- Conflict Manager – resolved 100+ employee issues – maintained order, mission readiness & improved productivity.
- Lead supervisor for diverse team of 20 – responsible for initiating, planning, and controlling mission priorities

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GOLD TREE
DEVELOPMENT GROUP LLC

Rhina Etienne

Clerical Assistant/Researcher

EDUCATION

Bachelor of Science in Early Childhood Development,
Miami Dade College, Miami, FL
Anticipated Graduation: May 2021

CORE SKILLS

- Permit Researcher
- Document Auditor
- Microsoft Word
- Data Entry
- Project Management

EXPERIENCE

Clerical Assistance
Gold Tree Development Group LLC.
Miami, FL 2017 - Present

- Manage multiple projects simultaneously providing support to the home inspector
- Research various information as requested
- Assist with distribution of correspondence to clients and contractors
- Labeling, filing and archiving of documents
- Prepare job set-up files
- Assist with preparation of home inspection report documents and customer invoicing.

Teacher
Casa Dei Bambini Montessori School
Miami Beach, FL 2012 - Present

- Strongly demonstrated continuous professional development
- Tailored individually appropriate instructional techniques to meet student needs
- Participated in PDP (Professional Development Process) to assess personal instructional effectiveness
- Developed appropriate lesson plans and assessment methods
- Assessed learning outcomes in multiple aspects on a regular basis

Malmstrom Air Force Base
Daycare Owner – Child Care Provider
Great Falls, MT 2009 -2011

- Established safe and secure provision of child care for military families on government facility
- Directed and carried out childcare daily operations and activities
- Reviewed and approved weekly menu plans
- Maintained all business records and compliance requirements

Staff Supervisor
X.O.T. Shoes Distribution
Pembroke Pines, FL 2003 -2005

- Security clearance for store access, opened & closed cash registers daily, recorded receipts, custody of cash
- Supervise quality control of customer service practices
- Supervise sales staff & inventory stocking staff
- Supervise staff overall performance and prepare evaluation reports
- Scheduled employees working shifts
- Maintain inventory and inventory reporting

Maria Fernandez

Administrative Service Manager

Maria Fernandez more than 12 years of experience in administrative services; with in-depth knowledge of running office admin services, with a proven ability to develop administrative and clerical procedures; an expert in implementing business management principles. Maria is organized and diligent with excellent written oral and interpersonal communication skills.

EDUCATION

Jan 2013- May 2016

Bachelor of Science in Supervision and Management, Business Administration and Management
Associates of Arts in Marketing Management
Broward College, Fort Lauderdale, FL

CORE SKILLS

- Accounting
- Performance and Management Strategies
- Administration of Contract Procedures
- Organization
- Project Management
- Purchasing and Finance

EXPERIENCE

Specification Compliance Reviewer and Administrator Manager
Gold Tree Development Group LLC., Miami, FL

- Manage multiple projects simultaneously
- Monitored multiple databases to keep track of all company workflow
- Developed efficient filing systems and customer database protocols
- Maintain digital database including distribution/contact lists by category
- Distribute directives to clients and subcontractors
- Manage billing and accounts receivable/payable processes and collections

Office Administrator
New York Life Insurance Company Manhattan, New York

- Organization and maintenance of corporate network and cloud files
- General manager and staff team lead
- Help desk and remote access problem resolution
- Coordination of trade shows in North America.
- Purchasing for general and administrative expenses.

Enumerator
United States Census, Hollywood, FL

- Logistical planning and route designations for field personnel conducting household interviews complying with stringent guidelines and confidentiality laws
- Obtain necessary data for recording census forms
- Maintain accuracy standards and high production rates
- Maintain overall detailed records and secure chain of custody of documents

Executive Assistant
Community Redevelopment Associates of Broward County Inc. Pembroke Pines, FL

- Manage bidding process for new contracts
- Compose documents and permits for the local building department.
- Distributed work specifications to contractors
- Financial management of accounts receivable, accounts payable, payroll, and bank deposits
- Expense analysis to streamline office processes

LICENSES, DEGREES AND CERTIFICATIONS

Florida Home Inspector License

Florida Building Contractor License

John Industrial Engineering Bachelor's Degree

Certified Professional Inspector Certificate

Home Inspection Standards Certificate

Fundamentals of Inspecting the Exterior Certificate

Structural Issues for Home Inspectors

Plumbing Overview for Home Inspectors

Advanced Electrical Inspection Training Certificate

How to Inspect HVAC Systems Certificate

Inspecting Asphalt Shingle Roof System Certificate

Inspecting Tile Roof Certificate

How to Inspect for Moisture Intrusion Certificate

Building Science and Infrared Thermal Imaging for Inspector Certificate

How to Inspect the Attic, Insulation, Ventilation and Interior Certificate

Inspection Means of Egress Certificate

Inspection Wall and Piers Certificate

Inspecting Water Heaters Certificate

Appliance Inspection for Home Inspectors

How to Perform Wind Mitigation Certificate

Neti Mold Certificate

Stat of Florida Minority & Veteran Business Certification

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOME INSPECTORS LICENSING PROGRAM

THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

TANNER, JOHN K JR

6851 NW 19TH AVE
MIAMI FL 33147

LICENSE NUMBER: HI10635

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

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.

LICENSE - HOME INSPECTOR LICENSE

GOLD TREE DEVELOPMENT GROUP LLC

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

TANNER, JOHN KENNDY JR

GOLD TREE CONSTRUCTION LLC
6851 NW 19TH AVE
MIAMI FL 33147

LICENSE NUMBER: CBC1263828

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/06/2024

Do not alter this document in any form.

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LICENSE - BUILDING CONTRACTOR LICENSE

GOLD TREE DEVELOPMENT GROUP LLC

State of Florida Certified Veteran and Minority Owned Small Business

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

JOHN INDUSTRIAL ENGINEERING BACHELOR'S DEGREE

University of Miami

Upon the recommendation of the Faculty
has conferred on

John Kenndy Tanner

the degree of

Bachelor of Science in Industrial Engineering

with all the rights, honors and privileges thereunto appertaining.
In witness whereof, the seal of the University and the signatures
of the President and the Dean are hereunto affixed.
Given at Coral Gables, Florida, on
May 6th, 2016

President

GREAT SEAL UNIVERSITY OF MIAMI CORAL GABLES FLORIDA 1925

Dean

GOLD TREE
DEVELOPMENT GROUP LLC

State of Florida Certified Veteran and Minority Owned Small Business

CERTIFICATE - CERTIFIED PROFESSIONAL INSPECTOR

Certified Professional Inspector®

Let it be known by this certificate that

John K. Tanner, Jr

has earned the designation of

Certified Professional Inspector®

from the

International Association of Certified Home Inspectors®

Inspectors must complete ongoing continuing education and professional standards requirements to maintain their Certified Professional Inspector® designation. Always verify CPI status using the code or web address below before hiring a home inspector.

InterNACHI

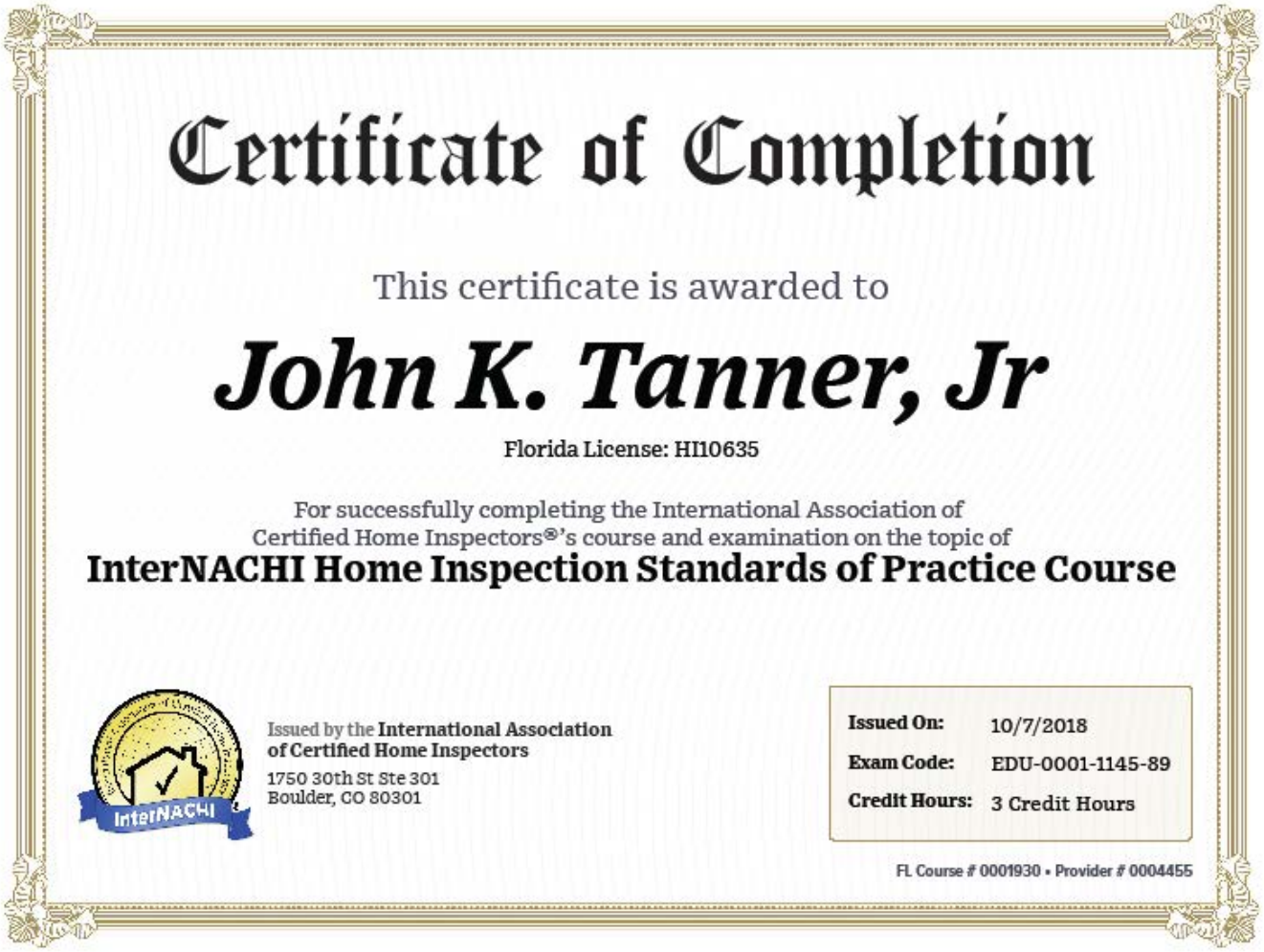
Issued by the International Association of Certified Home Inspectors
1750 30th St Ste 301
Boulder, CO 80301

Ben Gromicko, Director of Education

Scan to verify

John K. Tanner, Jr
NACHI17041935
Valid as of February 26th, 2024.
Verify by scanning code or visiting
NACHI.ORG/VERIFY

CERTIFICATE – HOME INSPECTION STANDARDS OF PRACTICE



Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

InterNACHI Home Inspection Standards of Practice Course

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	10/7/2018
Exam Code:	EDU-0001-1145-89
Credit Hours:	3 Credit Hours

FL Course # 0001930 • Provider # 0004455

CERTIFICATE – FUNDAMENTALS OF INSPECTING THE EXTERIOR

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Fundamentals of Inspecting the Exterior Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	7/27/2017
Exam Code:	EDU-0000-9303-87
Credit Hours:	2 Credit Hours

FL Course # 0001721 • Provider # 0004455

CERTIFICATE – STRUCTURAL ISSUES FOR HOME INSPECTORS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Structural Issues for Home Inspectors Course

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	6/11/2017
Exam Code:	EDU-0000-9118-64
Credit Hours:	4 Credit Hours

FL Course # 0000053 • Provider # 0004455

CERTIFICATE - PLUMBING OVERVIEW FOR HOME INSPECTORS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Residential Plumbing Overview for Inspectors Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	5/24/2017
Exam Code:	EDU-0000-9053-19
Credit Hours:	8 Credit Hours

FL Course # 0001931 • Provider # 0004455

CERTIFICATE – ADVANCED ELECTRICAL TRAINING

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Advanced Electrical Inspection Training Course

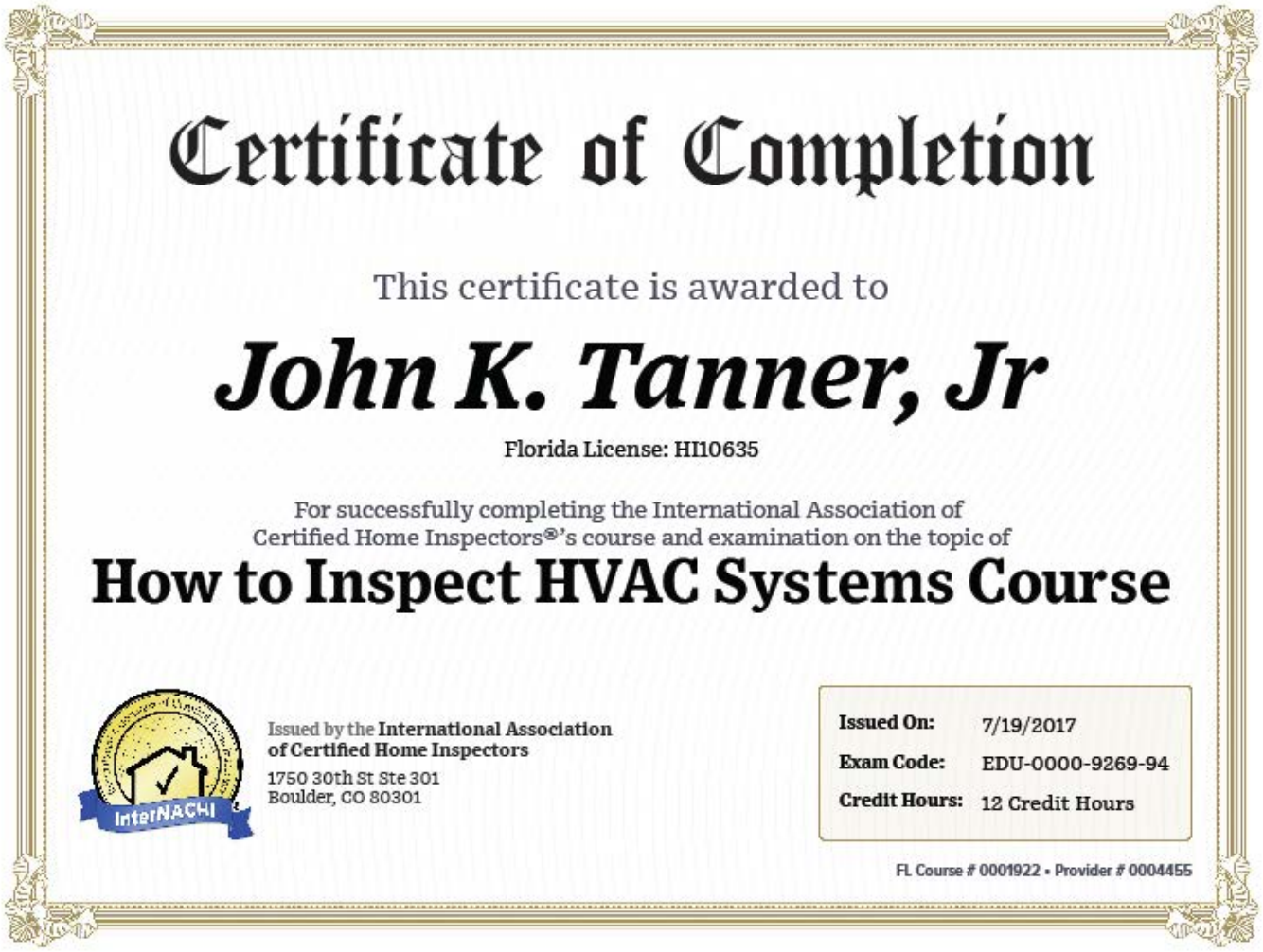
InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	8/15/2017
Exam Code:	EDU-0000-9384-43
Credit Hours:	4 Credit Hours

FL Course # 0000306 • Provider # 0004455

CERTIFICATE – HOW TO INSPECT HVAC SYSTEMS



Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

How to Inspect HVAC Systems Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	7/19/2017
Exam Code:	EDU-0000-9269-94
Credit Hours:	12 Credit Hours

FL Course # 0001922 • Provider # 0004455

CERTIFICATE – INSPECTING ASPHALT SHINGLES ROOFS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Inspecting Asphalt Shingle Roofs Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	7/30/2017
Exam Code:	EDU-0000-9313-05
Credit Hours:	8 Credit Hours

CERTIFICATE – INSPECTING TILE ROOFS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Inspecting Tile Roofs Course

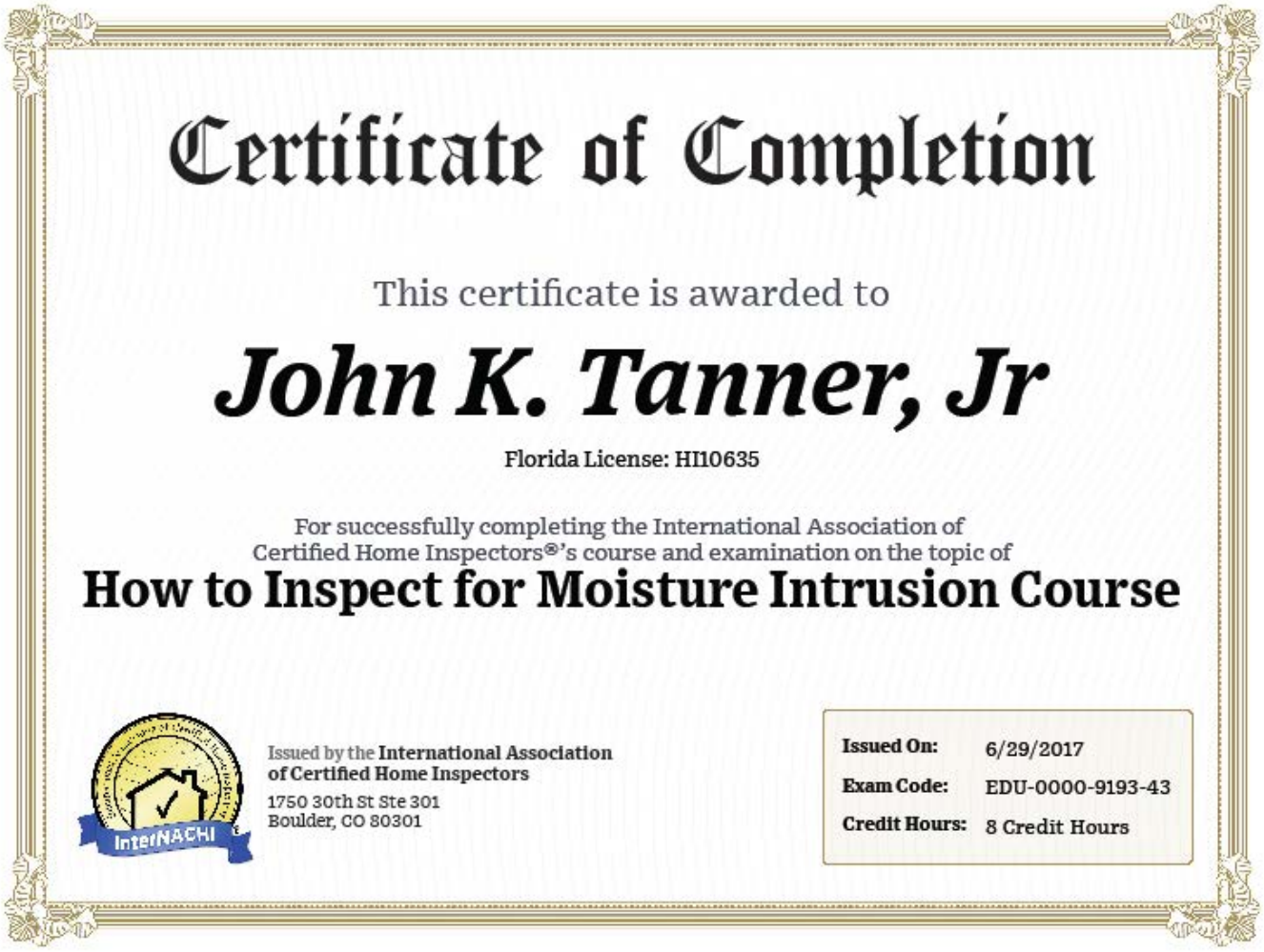
InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	7/31/2017
Exam Code:	EDU-0000-9318-30
Credit Hours:	2 Credit Hours

FL Course # 0001660 • Provider # 0004455

CERTIFICATE – HOW TO INSPECT FOR MOISTURE INTRUSION



Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of
Certified Home Inspectors®'s course and examination on the topic of

How to Inspect for Moisture Intrusion Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	6/29/2017
Exam Code:	EDU-0000-9193-43
Credit Hours:	8 Credit Hours

CERTIFICATE – BUILDING SCIENCE AND INFRARED THERMAL IMAGING FOR INSPECTORS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Building Science and Infrared Thermal Imaging for Inspectors Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	8/15/2020
Exam Code:	EDU-0001-4378-85
Credit Hours:	5 Credit Hours

CERTIFICATE – HOW TO INSPECT THE ATTIC, INSULATION, VENTILATION & INTERIOR

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

How to Inspect the Attic, Insulation, Ventilation & Interior Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	7/26/2017
Exam Code:	EDU-0000-9298-70
Credit Hours:	14 Credit Hours

FL Course # 0001924 • Provider # 0004455

CERTIFICATE – INSPECTING THE MEANS OF EGRESS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Inspecting the Means of Egress Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	6/12/2017
Exam Code:	EDU-0000-9124-68
Credit Hours:	4 Credit Hours

FL Course # 0001661 • Provider # 0004455

CERTIFICATE – INSPECTING WALLS AND PIERS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Inspecting Foundation Walls and Piers Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	6/19/2017
Exam Code:	EDU-0000-9151-45
Credit Hours:	3 Credit Hours

FL Course # 0001100 • Provider # 0004455

CERTIFICATE – INSPECTING WATER HEATERS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

How to Inspect Water Heater Tanks Course

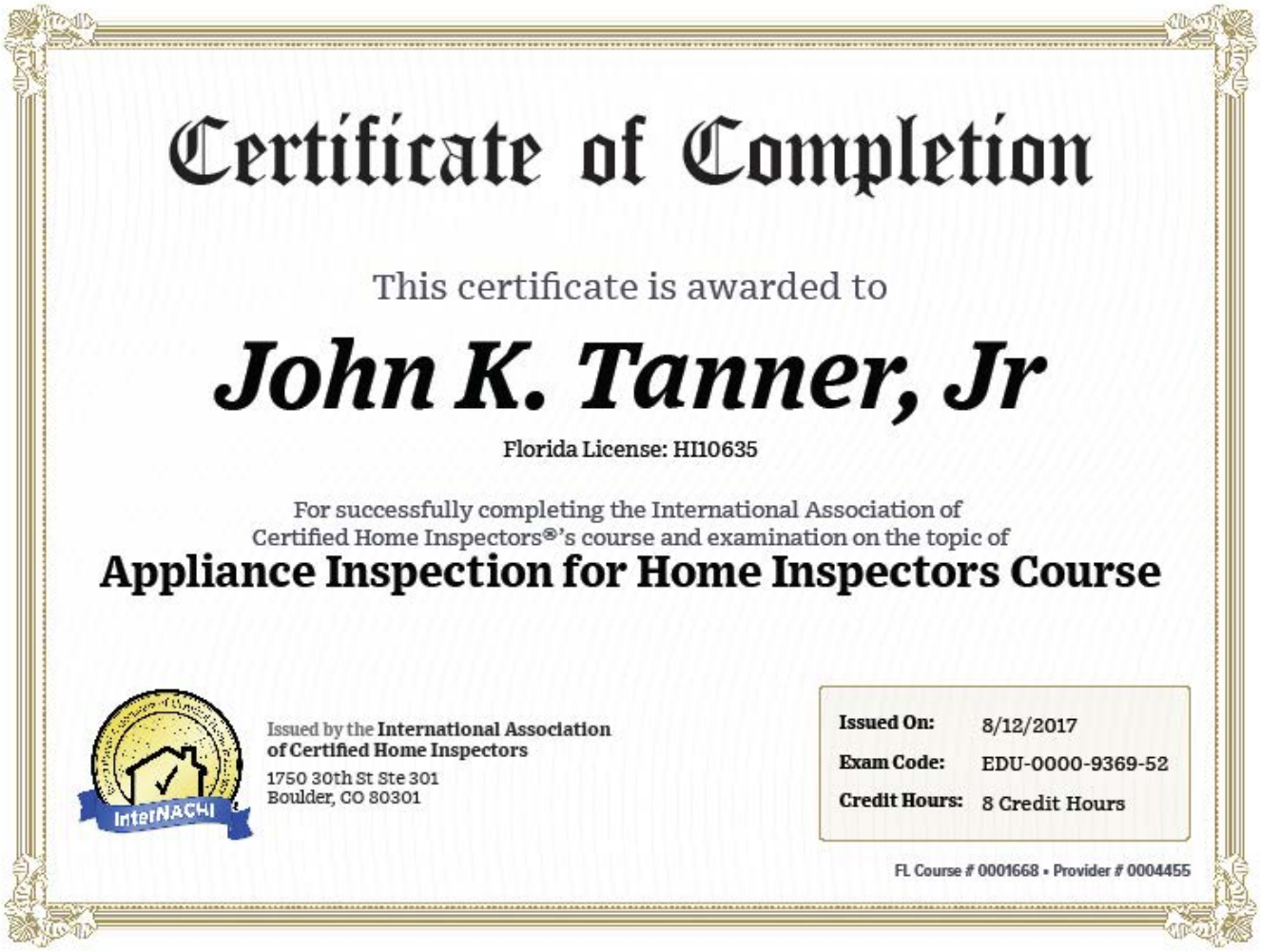
InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	6/16/2017
Exam Code:	EDU-0000-9140-34
Credit Hours:	4 Credit Hours

FL Course # 0001662 • Provider # 0004455

CERTIFICATE – APPLIANCE INSPECTION FOR HOME INSPECTORS



Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

Appliance Inspection for Home Inspectors Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	8/12/2017
Exam Code:	EDU-0000-9369-52
Credit Hours:	8 Credit Hours

FL Course # 0001668 • Provider # 0004455

CERTIFICATE – HOW TO PERFORM WIND MITIGATION INSPECTIONS

Certificate of Completion

This certificate is awarded to

John K. Tanner, Jr

Florida License: HI10635

For successfully completing the International Association of Certified Home Inspectors®'s course and examination on the topic of

How to Perform Wind Mitigation Inspections Course

InterNACHI

Issued by the **International Association of Certified Home Inspectors**
1750 30th St Ste 301
Boulder, CO 80301

Issued On:	6/18/2022
Exam Code:	EDU-0001-8790-09
Credit Hours:	16 Credit Hours

FL Course # 0000059 • Provider # 0004455

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

GOLD TREE
DEVELOPMENT GROUP LLC

NETI MOLD CERTIFICATE

Certificate of Completion

NETI
National Environmental Training Institute

John K. Tanner J.R

Has successfully completed the National Environmental Training Institute's Mold, Water and SOP 14 Hour Continuing Education Training Course and is entitled to the benefits represented by this certificate. This two-day, in-classroom course consisted of 2 hours of classroom instruction relating to standards of practice of the industry, 4 hours of classroom instruction relating to mold & mold safety (PPE) including respiratory protection, 6 hours of classroom training relating to water and moisture intrusion, and 2 hours of classroom training relating to report documentation. This Certificate of Completion serves as a Proof of Course Completion presented by the National Environmental Training Institute and knowledge of the common industry practices listed above.

(6 HRS) WATER & MOISTURE INTRUSION,
(4 HRS) MOLD & MOLD SAFETY (PPE), (2 HRS)
REPORT WRITING AND (2HRS) S.O.P.

Continuing Education course including 14 hours of classroom training

March 28 & 29, 2018
Course Date

Hollywood, FL
Course Location

Richard Kidwell
Founder of NETI
State of FL Training Provider #000644
Course Title: CEU's For Mold Assessors & Mold Remediators
Course Number: 0000200

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST

Gold Tree Page 84 of 118

STATE OF FLORIDA MINORITY & VETERAN BUSINESS CERTIFICATION

State of Florida

Minority & Veteran Business Certification

Gold Tree Development Group LLC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/13/2023 to 03/13/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

GOLD TREE
DEVELOPMENT GROUP LLC

LETTER OF INTEREST

HISTORY OF PROPOSER'S BACKGROUND AND EXPERIENCE

Gold Tree Development Group LLC. is a dynamic firm in the government contracting market for Residential Inspection and Cost Estimating Services for Federal and State Funded Housing and Community Development Programs. John Tanner Jr., after honorably separating from the U.S. Military and graduating with a Bachelor of Science degree in Industrial Engineering from the University of Miami with a concentration in Engineering Management, has acquired a broad range of skill sets needed to professionally produce concise and effective rehabilitation specifications and/or work write-ups, construction monitoring and reporting, providing efficient solutions to problems, and improving contributions to the home inspection/residential construction industry.

John now owns and manages Gold Tree Development Group LLC, Miami FL as a Licensed Home Inspector and Licensed Building Contractor, Chief Executive Officer, and Project Manager coordinating and delivering detailed home inspection assessments and reports, work write-ups, construction progress reports, wind mitigation inspections, 4-point inspections and roof certification for private/residential sector. Currently providing services throughout Broward and Miami-Dade counties for similar municipalities, Gold Tree Development Group LLC has established a foothold in Home Inspection, Cost Write-Up & Specification Writing, and Construction Monitoring communities in South Florida.

ABILITIES TO PERFORM SCOPE OF SERVICES

Home Inspector John Tanner has participated in 100+ initial home inspections, collaborated in determining extent of restoration/rehabilitation required to bring homes into code compliance, and environmental options for accessibility, and fulfill the goals of residential rehabilitation home improvement program consistent with Federal, State, Local building codes and the City of Pembroke Pines SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP). Mr. Tanner has conducted 100+ progress inspections calculating and updating inspection status with percentage of completion and has conducted final inspections and punch list administration.

As a Pre-bid Conference Facilitator Mr. Tanner has managed the administrative process for pre-bid invitations, lead and managed 100+ contractor pre-bid meeting during bid/proposal preparation period clarifying any concerns bidders had with scope of work and has written and/or reviewed over 150+ residential construction specification documents describing material and workmanship required to bring the community development home in line with program goals and incorporating the City of Pembroke Pines LHAP Green Building and Energy Saving as outlined in in item "U" the City of City of Pembroke Pines LHAP while generating detailed cost estimates in accordance with the Scope of Services as stated in the RPQ.

QUALIFICATION OF THE PROPOSER'S

John Tanner is a **Florida Licensed Home Inspector, (HI-10635),** also a **Florida Licensed Building Contractor, (CBC-1253828),** Certified Wind Mitigation Inspector, and holds certificates in Certified Professional Inspector, Mold Assessor and Remediator, Building Science and Infrared Thermal Imaging, COVID-19 Safety Guidelines, Home Inspection Standards of Practice, Advanced Electrical Inspection, Inspecting Asphalt Shingles, Inspecting Tile Roofs, Fundamentals of Inspecting the Exterior, Inspect HVAC Systems, Inspect for Moisture Intrusion, Inspect Water Heater Tanks, Structural Issues for Home Inspectors, Safety Practices for the Home Inspector, Appliance inspection for Home Inspectors, inspect the Attic, Insulation, Ventilation & Interior, Inspect the Exterior, Inspection foundation Walls and Piers, Inspecting Means of Egress Residential Plumbing Overview for Inspectors. John has consistently demonstrated reliability, integrity, and excellence while serving honorably in the United State Armed Forces, in his certified disciplines as well as his general inspector profession.

John has assisted in the coordinated efforts of specialized teams to carry out new residential construction and home inspection projects, determine resources needed, inspect building standards and analyze risk and safety issues associated with residential properties; and improve state funds transparency, expense justification, and general contractor selection.

PERSONNEL TO BE ASSIGNED

John Tanner's support personnel includes a broad spectrum of human resource assets demonstrating business skills, knowledge, and experience.

Ms. Maria Fernandez – Office Manager, Ms. Fernandez holds a Bachelor of Science degree in Supervision and Management, Business Administration and Management, and an Associate of Arts Degree in Marketing Management.

Ms. Fernandez's qualifications include accounting, project management and business development, administration of contract compliance, administration of contract procedures, effective communication with diverse groups of people, event planning and networking facilitation.

As Office Manager for Gold Tree Development Group LLC, Ms. Fernandez manages multiple projects simultaneously, schedules and maintains calendar coordination for pre-bid conferences and announcements, maintains digital databases including distribution/contact lists by category, distributes directives to clients and subcontractors, assists with technical research and document production, receives and monitors purchase orders, prepares job set-up media, monitors job schedules and contract compliance, and manages accounting procedures including accounts receivable/payable processes.

Rhina Etienne - **Clerical assistant and researcher,** Ms. Etienne, holds a Bachelor of Science Degree in Early Child Hood Education and supports the Home Inspector as directed by researching and investigation of administration of Florida Residential Building Code, Energy Code, Accessibility Code, LHAPs, HUD Policies and Procedures. Ms. Etienne, assist in pre-bid meeting and resolution of homeowner complaint. Ms. Etienne has quickly become an invaluable asset and extremely reliable in her support of the Home Inspector and the Office Manager.

WORKLOAD

To manage our workload, we have implemented structure system for our team with various portions of the entire inspection process to be divided into field work and administrative work, and we can accommodate emergency project as necessary. Team members are responsible for the development of project files and the coordination of efficient route planning for multiple inspections (if required). My team works well and communicates together to stay on top of the flow of work request and in progress to remain adapt if peak times are encountered.

John Tanner Jr.
Licensed Home Inspector (HI-10635)
Licensed Building Contractor (CBC-126328)
Gold Tree Development Group LLC.
6851 NW 19th Ave
Miami FL, 33147
EIN: 822805623
DUNS: 080890950

PROPOSER'S EXPERIENCE AND PAST PERFORMANCE

In 2017 John Tanner earned his Home Inspector license afterward in 2018 Gold Tree Development Group, LLC was awarded its first residential inspection and cost estimating contract with the City of Deerfield Beach. Afterward, Gold Tree Development Group, LLC won its second contract with the City of Pembroke Pines. Gold Tree Development Group, LLC has successfully carried out all the entire scope of work outlined in the RPQ. Through our experience will have developed a unique set of understanding for quality of work, professionalism with City representatives, courtesy for the Homeowners all while being stewards of the program objective as listed in the City of Pembroke Pines LHAP. See the list of our previous experience and performance below.

NAME OF FIRM:	**CITY OF DEERFIELD BEACH – ECONOMIC DEVELOPMENT**
Address of Firm:	533 South Dixie Highway, Suite 102, Deerfield Beach Florida
Contract Terms:	5 Years +
Description of Work:	Provided Home Inspection & Cost Estimating Services for Residential Rehabilitation for exactly as the scope of services of RPQ PL-24-02 in accordance with HUD, CDBG, SHIP, RCMP, FBC, local building codes and LHAP
Results of Project:	Satisfactory
NAME OF FIRM:	**CITY OF PEMBROKE PINES – PLANNING & ECONOMIC DEVELOPMENT**
Address of Firm:	8569 Pines Boulevard, Suite 201, Pembroke Pines Florida
Contract Terms:	2 Years
Description of Work:	Provided Home Inspection & Cost Estimating Services for Residential Rehabilitation for exactly as the scope of services of RPQ PL-24-02 in accordance with HUD, CDBG, SHIP, RCMP, FBC, local building codes and LHAP
Results of Project:	Satisfactory
NAME OF FIRM:	**CITY OF MIRAMAR – ECONOMIC DEVELOPMENT & REVITALIZATION**
Address of Firm:	6151 Miramar Parkway, Suite 202, Miramar, FL
Contract Terms:	2 Years
Description of Work:	Provided Home Inspection & Cost Estimating Services for Residential Rehabilitation for exactly as the scope of service of RPQ PL-24-02 in accordance with HUD, CDBG, SHIP, RCMP, FBC, local building codes and LHAP
Results of Project:	Satisfactory
NAME OF FIRM:	**CITY OF PLANTATION – ECONOMIC DEVELOPMENT**
Address of Firm:	499 NW 70th Avenue, Suite #101, Plantation, FL
Contract Terms:	2 Years
Description of Work:	Provided Home Inspection & Cost Estimating Services for Residential Rehabilitation for exactly as the scope of services of RPQ PL-24-02 in accordance with HUD, CDBG, SHIP, RCMP, FBC, local building codes and LHAP
Results of Project:	Satisfactory
NAME OF FIRM:	**City of Coral Springs**
Address of Firm:	9500 West Sample Road
Contract Terms:	2 Years
Description of Work:	Home Inspection & Cost Estimating Services for Residential Rehabilitation
Results of Project:	Satisfactory
NAME OF FIRM:	**WHARTON REALTY GROUP, 5650 STIRLING RD, HOLLYWOOD FL**
Address of Firm:	5650 Stirling Rd STE 4, Hollywood, FL 33021
Contract Terms:	2 Years
Description of Work:	Home Inspection & Cost Estimating Services for Residential Buyer Agent
Results of Project:	Satisfactory

OUR UNDERSTANDING OF THE SOLICITATION

OPERATIONS PLAN AND APPROACH TO MEET SCHEDULE, COORDINATE AND COMMUNICATE

Our overall understanding of the intent of the RPQ PL-24-02 is to provide services which include specification writing and work inspections to correct building code violation, abate any health and safety problems, provide safe electrical and mechanical systems, weatherization (stop weather penetration to make homes more energy efficient and improve the general conditions of the home and structure while implementing Green Building practices as appropriate.

Gold Tree Development Group LLC is committed to being environmentally aware and supporting programs that reduce environmental impact and continually improve our performance as an essential component of our business strategy and operating procedures. We understand the effects on the environment and support reduction of material, reduction of water and energy consumption, waste minimization, and recycling of resources.

The required home inspection and cost estimating services include but are not necessarily limited to the following:

- Conduct and complete a checklist to document a preliminary inspection of each structure and determine deficiencies in each building based upon building standards provided by the City of Pembroke Pines. Initial property inspection must be conducted using the City of Pembroke Pines approved inspection checklist/report format. Submit initial checklist and photos to Program Administrator. If no such checklist is provided by the City of Pembroke Pines we will use our internal checklist designed to help us provide a consistent and practical inspection covering areas such as roof, exterior, heating and cooling systems, plumbing items, electrical, insulation and ventilation, door, windows and interiors.
- Prepare scope of work ready for bid purposes and develop a cost estimate on each building to be rehabilitated. Photos clearly numbered to match work specifications will be submitted electronically with each inspection report/work specifications unless hardcopies of photos are requested.
- Prepare a scope of work, which includes a work write-up from licensed asbestos and/or lead based paint inspectors or mold surveys (if needed).
- Identify what steps are to be taken to mitigate any problem(s) detected.
- Conduct pre-bid meeting, which includes inviting contractors on the City's pre-qualified list of General Contractors for Home Repair Projects to participate in the bid process, collecting pre-bid sign in sheet at property, answering questions at the pre-bid, and issuing addenda as required as a result of the pre-bid meeting.
- Perform in-progress inspections as requested by the City's Program Administrator. Submit in-progress report to City's Program Administrator.
- Obtain City's and owner's approval prior to project releasing to bid.
- Review and agree/disagree with change orders from contractors.
- Assist with homeowner and contractor conflict resolution regarding repairs.
- Conduct follow-up inspections for properties that do not pass initial final inspection. Submit punch list for contractor's review.
- Final walk through with client executed by Home Inspector, product information is provided to the homeowner by the contractor upon final completion of the project.
- Submit final inspection report and photos electronically.
- Submit invoice for payment, per program procedures.
- To complete all phases of home inspection and construction monitoring we follow strict safety standards as we report on the condition of a property.

MANAGEMENT PLAN

The home inspection and cost estimating services Gold Tree Development Group LLC proposes to provide to the City of Pembroke Pines are the following:

a) Conduct and complete a checklist documenting a preliminary inspection the structure and determining deficiencies based upon building standards.
b) Initial property inspection will be reported using the City approved inspection checklist/report format.

c) We will submit the inspection checklist and color photos of items needing repair to the City's Program Administrator.

d) We will prepare specifications/scope of work ready for bid purposes including a detailed cost estimate, and will include electronic photos, clearly numbered to match work specifications.

e) We will prepare a scope of work including a work write-up from licensed asbestos and/or lead based paint and/or mold inspectors if needed.

f) We will identify code violations and steps required to mitigate problems detected.

g) We will obtain the approval of the Homeowner and the City prior to announcing bid.

h) We will facilitate the pre-bid meeting and invite contractors on the City's pre-qualified list of General Contractors for Home Repair Projects to participate in the bid process, collect the prebid sign-in sheet at property, answer questions and provide clarification, and issue addenda as required as a result of the pre-bid meeting.

i) We will perform in-progress inspections as requested by the City's Program Administrator and submit in-progress report to City.

j) We will review and agree/disagree with change orders from contractors.

k) We will assist with Homeowner and contractor conflict resolution regarding repairs.

l) We will perform final inspections and if needed, follow-up final inspections including a punch list for directing the contractor's attention to deficient items.

m) We will submit final electronic inspection report and color photos corresponding with the inspection report.

n) We will then submit our invoice for payment, per program procedures.

HOMEOWNER MANAGEMENT AND ACKNOWLEDGMENT CHECKLIST

Our Homeowner Acknowledgement Checklist has been developed to help mitigate and/or eliminate potential issues or concerns of significant and to communicate and reenforce the residential rehabilitation program goals. This plan has help us to control the Homeowner expectations, establish lines of communication and identify the most important objectives, which are to remediate code violations, health and safety issue.

The Homeowner acknowledges the following listed below (Initials Required for Each Item):

_____ All rehabilitation shall be in compliance with applicable local codes and the Florida Building Code in accordance with 24 CFR part 92.251, Property Standards.

_____ Below is the Home Repair Program Priorities (#1 being the most important). 1. Mold Remediation 2. Roof replacement (slope and flat roof) 3. Exterior Windows and Doors 4. Shutters 5. Air Conditioner, air ducts 6. Electrical 7. Plumbing 8. Interior repairs- ceiling, walls 9. Kitchen 10. Appliances 11. Miscellaneous Items a. Interior doors b. Floors c. Gutters

_____ Receipt of the complete printed Scope of Work and his/her responsibility to review the Scope of Work and ask the Home Inspector to clarify any questions or concerns and understands the Scope of Work is a binding contract between the Homeowner and Contractor and no other parties.

_____ The Home Repair Program is **NOT** a remodeling program therefore items included in the Scope of Work are compared against the priorities listed above. The Scope of Work attempts to remediate code violation, health and safety issues, luxury and/or aesthetic items are not included in the program objectives and not included in the Scope of Work.

_____ That the Home Inspector has answered all concerns applicable to the home inspection and Scope of Work. Note: financing related question or concerns are reserved for the appropriate Program Specialist/ Program Coordinator and/or Program Administrator and not discussed with the Home Inspector.

_____ That the Home Inspector must be contacted first regarding conflict resolution regarding repairs and the Contractor the Contractor performance.

_____ There can be no verbal agreements between the Contractor and Homeowner and/or the Inspector.

_____ Homeowner shall provide the Contractor access to the property; Monday thru Saturday between 8am and 6pm to perform the Scope of Work. Homeowner shall provide the water and electric services necessary to accomplish the Scope of Work.

_____ It is the Homeowner responsibility to remove and replace all personal property to facilitate the performance of the Scope of Work. This includes, but is not limited to rugs, furniture, antennas and alarm system.

SAFETY EQUIPMENT AND TOOLS

SAFETY

To inspect a residence and accurately report its deficiencies, we employ strict safety protocols to be aware of dangerous situations such as weakness of foundational areas, unsafe stairways or electrical wiring, code violations, other damaging conditions, etc.

Areas of disrepair can cause further damage to a structure and create additional hazards. Gold Tree Development Group LLC complies with FDOC regulations for industrial safety, and with the standards set forth in the Occupational Safety and Health Act.

EQUIPMENT USED FOR INSPECTIONS

Equipment we use to perform residential home inspection and cost estimating include:

- Inspection & construction tools
- Electrical testers (to identify help identify common electrical issues)
- Tape measures and/or electronic distance finders (to help identify quantities for cost estimates)
- Hand tools (screw drivers, wrenches, etc.)
- Ladders – telescoping and articulation ladders (to access attics and roof areas)
- Remote Operated Camera Drones (to access roof areas)
- Flashlights (for illuminating dark areas for visual examination)
- Thermal imagers (to check the heating and cooling equipment, electrical circuit equipment and circuits etc.)
- Moisture meter (to find elevated moisture levels hidden behind a variety of materials)
- Protective wear (to eliminate or mitigate the inspector health hazards)
- Cameras (to document initial and final conditions of inspected items)
- Laptops (to communicate, archive and research inspection/construction work items and develop work write-ups)
- Desktops, printers, scanners, copiers
- Safety Glasses (to protect the inspector eyes from risks)
- Safety Gloves(to protect the inspector hands from risks)
- High-traction roof boots (to maintain inspector footing stability)
- Tool kits (to have inspection equipment readily available)

EXPERIENCE AND ABILITY

ABILITY

Florida Home Inspector John Tanner specializes in professional home inspections and specification writing with cost estimates as specifically listed in the City of Pembroke Pines, RPQ PL-24-02. We have conducted over 150 home inspections related to the Scope of Services and we are very familiar with Home located with the City of Pembroke Pines boundaries. John Tanner is the chief inspector responsible for conducting the initial home inspection assessment. All exterior and interior component components examined in the case special circumstance arise Mr. Tanner discuss project details with the licensed mechanical, electrical, plumbing and/or professional engineers to develop specification that will solve the issue. Our approach to project management is project driven. Each project is assigned to support staff personnel to create and manage the job setup folder which includes contracts and agreements, contract scheduling, specification documents and product pricing support, inspection reports and photos, Housing Quality Standards Checklist and close-out documents.

Staff are trained in the processing of the home inspection process to ensure seamless continuation of services and production of results. Email is centralized and designed for project alerts, distribution, ensuring that all affected personnel have access to critical communications to facilitate workflow.

Weekly staff meetings are conducted to review project status, scheduled various aspects and prepare for the ensuing week as well as long range goals and projects deliverables, and discussions potential obstacles and develop procedures to eliminate or mitigate future obstacles.

John K. Tanner supports his staff to strive to exceed standards of expectation, produce detailed and concise specification reports, communicate with and meet the complete approval of homeowner and contract administrators on all projects.

SCOPE OF WORK PROCEDURES

EXPERIENCE - With respect to the Scope of Work, John Tanner has successfully completed over 150+ residential and commercial inspections for federal and state funded residential rehabilitation programs for various municipalities to include the City of Pembroke Pines and Deerfield Beach. In 2017 John Tanner earned his Home Inspector license afterward in 2018 Gold Tree Development Group, LLC was awarded its first residential inspection and cost estimating contract with the City of Deerfield Beach.

OVERVIEW - Each project requires an initial inspection, interim inspections (if requested), final inspection, punch list, follow-up final inspection, and photographic records of conditions for each report. All inspections are conducted in accordance with HUD Housing Quality Checklist (If applicable), rehabilitation standards provided by the City of Pembroke Pines and International National Association of Certified Home Inspections (InterNACHI) Standards of Practice (SOP).

SCOPE MANAGEMENT - Specification writing services include work write-up, cost estimating, presiding over pre-bid conference, permit searches utilizing the City of Pembroke Pines online database system available to the public, answering questions for contractors, review of bids for completeness, project monitoring, interim inspection reports, final inspection reports, punch list, and closeout including overseeing that the contractor provides essential documents to the homeowner, with focus on improvement of quality of life for the Resident, as well as safety procedures, time management practices, and cost efficiency in performance.

COMPLIANCE – John has gained practical field experience inspecting residential homes foundation, walls, roof, mechanical ventilation, electrical systems, plumbing systems and interior components. To ensure that error are critical error are eliminated, Mr. Tanner inspect all properties in accordance with SOPs and a internal compliance checklist.

SPECIFICATIONS - Mr. Tanner provides services as Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues.

EXECUTIVE PROFILE (EXPERIENCE)

John Tanner, after honorably separating from the U.S. Military and graduating with a Bachelor of Science degree in Industrial Engineering from the University of Miami, has acquired a dynamic range of skill sets needed to professionally and effectively communicate with diverse groups of people, provide efficient solutions to problems, and improve contributions to the home inspection/residential construction industry.

John has consistently demonstrated reliability, integrity, and excellence in his certified disciplines as well as his general profession of residential construction and rehabilitation cost estimating & specification writing, and home inspection reporting. John provides accurate details in his cost estimates and work write-ups, and home inspection reports are compliant with requirements of federal and state funded rehabilitation programs, with attentive focus on improvement of quality of life for the Resident, as well as safety procedures, time management practices, and cost efficiency in performance.

John Tanner is Florida Licensed Home Inspector, Licensed General Contractor, Wind Mitigation Inspector, Florida Stormwater Inspector, Certified in Six Sigma Green Belt Strategies, Mold Assessor and Remediator, and has earned certificates in inspection electrical systems, plumbing systems, HVAC systems, building exteriors, interior components, appliances, shingle and tile roof systems and has extensive knowledge and experience in construction program management, home inspections, scope development and specification writing.

John Tanner has assisted with the coordinated efforts of specialized teams to carry out residential construction and home inspection projects, determine resources needed, and analyze risk and safety issues associated with residential properties; improve state funds transparency, expense justification, and assist with general contractor selection.

Key Results:

- 150+ initial residential home inspections, collaborate in determining extent of restoration/rehabilitation needed to bring homes into code compliance and fulfill the goals of the contract.
- Preside over 150+ contractor pre-bid meeting during bid/proposal preparation period clarifying any concerns bidders had with scope of work.
- 150+ progress inspection and/or final inspections; update inspection status with percentage of completion.
- Under direction of Home Inspector, wrote and submitted for approval over 150+ residential construction specification documents describing material and workmanship required to bring community development homes in line with program goals.
- Generate detailed cost estimates with specifications or work write-ups in accordance with Building Codes.
- Assisted with and became very familiar with the preparation of government funded home inspection & cost estimating procedures, rules, and requirements, production of documents, contract compliance requirements.
- **State of Florida Licensed Home Inspector**
- **State of Florida Licensed Building Contractor**

In September 2017, John Tanner established Gold Tree Development Group LLC, Miami FL to coordinate and carry out standard home inspections & cost estimating, percent of completion progress inspection reports, wind mitigation inspections and 4-point inspections for federal and state funded housing rehabilitation programs.

TEAM (EXPERIENCE)

Office Manager Maria Fernandez efficiently manages multiple projects simultaneously, maintains work schedules and calendar coordination for pre-bid conferences and announcements, maintains a digital database including distribution/contact lists by category, distributes directives to clients and subcontractors, assists with technical research and document production, receives and monitors purchase orders, prepares job set-up media, monitors job schedules and contract compliance, manages billing and accounts receivable/payable processes and collections, and appraises Home Inspector of status of all matters in regular staff meetings.

Additionally, Maria has experience with Logistical planning and route designations for field personnel, complying with stringent guidelines and confidentiality laws, quality control methods and procedures, importance of adherence to accuracy standards and high production rates, and maintains overall detailed records and secure chain of custody of documents.

Clerical Assistant Rhina Etienne manages multiple projects simultaneously providing support to the office manager and the Home Inspector, researches various information as requested, assists with distribution of correspondence to clients and contractors, manages chain of custody of documents supervised by Home Inspector, assists with preparation of job set-up files, assists with preparation of home inspection report documents and customer invoicing.

The team of Gold Tree Development Group LLC has focused their efforts on comprehension of the requirements of the City of Pembroke Pines residential inspection and cost estimating services program; have provided the required service and documentation under the guidance of a Licensed Florida Home Inspector, and as a Florida Licensed Home Inspector certified in August 2017, John K. Tanner and Gold Tree Development Group LLC assures the City of Pembroke Pines that we can deliver an excellent product and service.

PROXIMITY TO LOCATION

Gold Tree Development Group LLC is located in close proximity (less than 20 miles) to the possible work locations in the City of Pembroke Pines. We have inspected various homes within the City limits and are currently managing projects. We are familiar with inspection, single family home, condominium, and townhomes.

PROJECT APPROACH

Our overall understanding of the intent of the RPQ is to provide services which include specification writing and residential inspections to determine the extent of general repairs, accessibility modifications, and when economically feasible utilize Green Building on rehabilitation and emergency repairs. We understand the Scope of Work outlined and have performed the exact details for various municipalities.

Gold Tree Development Group LLC is committed to being environmentally aware and supporting programs that reduce environmental impact and continually improve our performance as an essential component of our business strategy and operating procedures. We understand the effects on the environment and support reduction of material, reduction of water and energy consumption, waste minimization, and recycling of resources. And strive to specify energy saving and water conservation products.

GOLD TREE WORKFLOW

We provided a snapshot of our workflow to communicate our effort to constantly monitor our process for opportunities to minimize errors and improve overall efficiency (below).

VIOLATIONS, LITIGATION AND COMPLIANT

Gold Tree Development Group, LLC is solely owned by John Tanner Jr. and no disciplinary violations and or litigations have ever been brought against Gold Tree Development Group LLC.

Gold Tree Development Group, LLC does not have any history of violation or compliant with the Department of Business and Professional Regulations, the Better Business Bureau, the Florida Division of Corporation or any other agency or professional association. As a veteran owned business, we take pride in our work and strive to treat all stakeholders with respect and courtesy.

As a home inspection and cost estimating firm we do not use subcontractors or subconsultants. Therefore, there are no prior, pending litigation or investigation which would hinder our performance.

COMPLIANT HISTORY

Gold Tree Development Group, LLC has any of its employees and/or subcontractors or subconsultants have not had any prior complaints brought against the firm while in the performance of their duties of home inspection and cost estimating

service ever. Gold Tree Development Group, LLC does not have any complaint on file with the Better Business Bureau, Florida Division of Corporation nor Florida Department of Business and Professional Regulations.

PROJECT ESTIMATE TIMEFRAME

We provide a project timeline to communicate our expectation for after receiving a purchase order for home inspection and cost estimation services. Generally, we conduct inspections, HUD checklist, write specification of work an accompanied with project photos within 7 days of receipt of request for inspection. We are a small team which allow us to respond rapidly to are phases of the project scope.

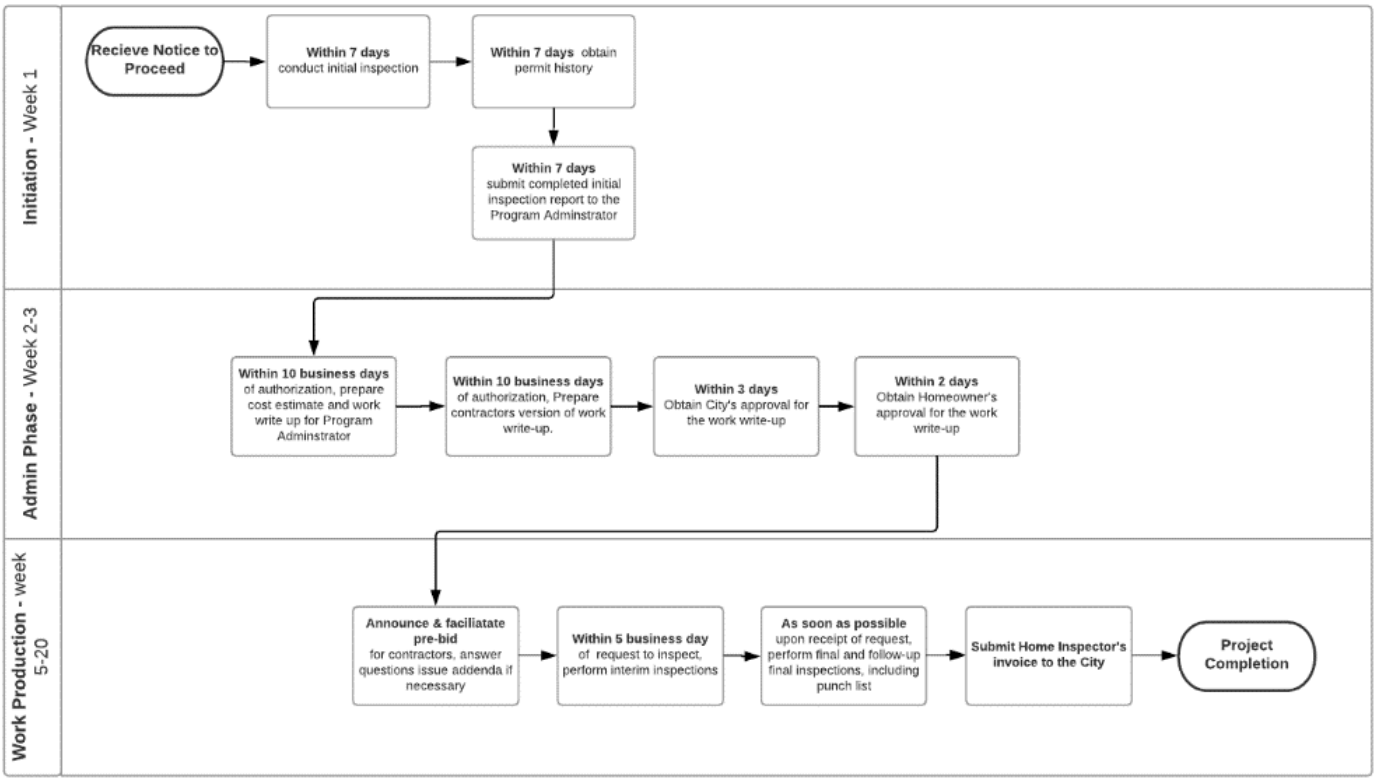
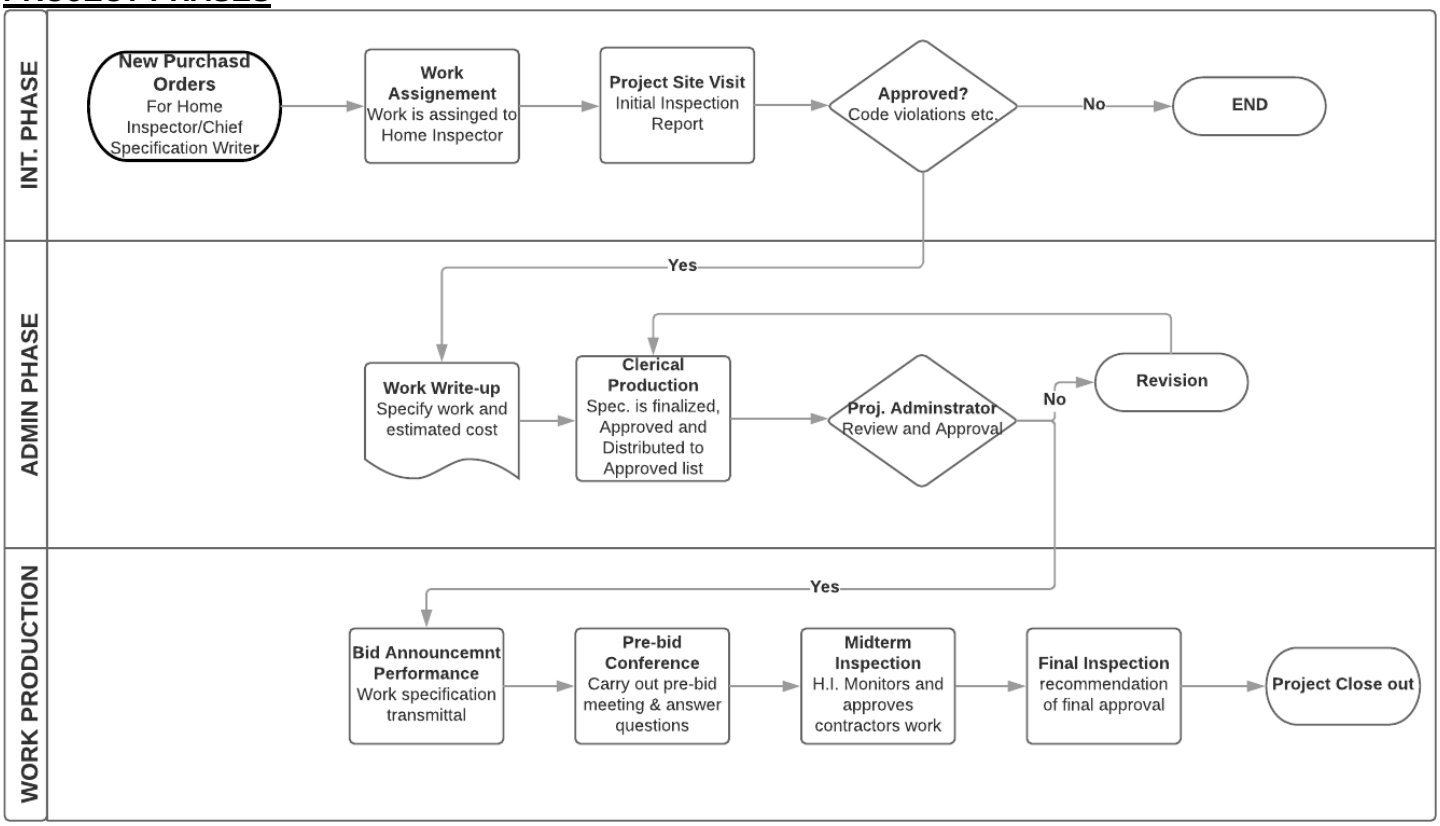


Figure 1 Estimated Time Frames

PROJECT PHASES



CONTACT PERSONNEL AND ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

All communication will flow through John Tanner, Home Inspector. Afterwards staff personnel are tasked with various items in accordance with the Management Plan and Operation Plan. In the event unusual circumstances are encountered Mr. Tanner consults with industry professional and/or experienced tradesmen to gain proper understanding of processes, materials and labor required to produce the best solution to remediate the problem.

Mr. John Tanner

Home Inspector / General Contractor / Chief Specification Writer

Ms. Rhina Etienne

Clerical Assistant and Researcher

Ms. Maria Fernandez

Specification Compliance Reviewer

JOHN TANNER'S EXPERIENCE

John Tanner is a Florida **Licensed Home Inspector**, (HI-10635), is also a **Florida Licensed Building Contractor**, (CBC-1253828). John has consistently demonstrated reliability, integrity, and excellence while serving honorably in the United States Armed Forces, in his certified disciplines as well as his general inspector profession.

John is constantly improving Cost Write-Up & Specification Writing, and Construction Monitoring skills and is completely familiar and capable with providing the Scope of Work for the Housing Inspector (Contractor) for the City of Coral Springs.

John will:

- Perform a comprehensive inspection at the Recipient home in a timely manner upon the City of Coral Springs notice official request to inspect.
- Prepare a written scope of work with cost line item cost estimates for all defects/deficiency with digital copy of support color photos, in a timely manner.
- Work with all stakeholders to finalize the Work specification.
- Organize invite and conduct pre-bid conferences.
- Review change orders submitted by contractors.
- Conduct interim inspection when requested. Afterward provide percentage completion reports to appropriate City staff and Contractor.
- Conduct final inspection when requested. Afterward provide punch list report to City staff and the Contractor.
- Produce quality work performance and Work specification.
- Abide by and adhere to all conditions and requirement of the rehabilitation program.
    - Comply with Florida Building Codes standards.
    - Comply with Local Codes and ordinances
    - Comply with Housing Quality Standards.
    - Comply with Lead Based Paint Regulations.
    - Comply with all applicable federal, state and local codes.
    - Abate health and safety issues in the residential structure.

MARIA FERNANDEZ AND RHINA ETIENNE

- Comply with federal provisions, including record keeping.
- Organize and invite qualified contractor to pre-bid meeting.
- Resolve Homeowner complaints or concerns.

SAMPLE OF OUR WORK

J. Tanner, Home Inspector
(786) 566-8438

BID PROCEDURES COVER PAGE
CITY OF DEERFIELD BEACH

Residential Rehabilitation Program
NSP/SHIP/CDBG/HOME
Mandatory Pre-Bid

Request Quotation No.: 1018[redacted]
November 15, 2018

To: Contractors on the Qualified List
From: John K. Tanner, 786-566-8438
Subject: **MANDATORY** Pre-Bid Conference for Home Repair/Improvement Program

PROJECT MEETING SITE: [redacted]
Deerfield Beach FL, 33064

Pre-Bid Date: November 13, 2018
Pre-Bid Time: 9:30 AM

Please review the following:

1) Contractors who want to bid on this project must attend the Pre-Bid Conference.
2) Contractors will be responsible for verifying all job conditions, measurements, code requirements and pricing prior to bid submission.
3) Contractors must submit his/her bid on the form provided in a sealed envelope. The envelope is to display:
   a. **Name of customer**
   b. **Full address**
   c. **Bid due date and time**
   d. **The name of the City in which the customer resides**
4) Any additions, deletions or changes to the form will disqualify the bid.
5) The bid document must be signed and dated by the qualifier.
6) The bid should be hand delivered to:
   Deerfield Beach Family Empowerment, Inc. (DBFE)
   533 South Dixie Highway, Suite 102,
   Deerfield Beach, FL 33441
   Attention: Sheryl A. Dickey, 954-290-7236
7) The bid closing date is the "due date" cited above The Contractor's bids must be turned in no later than 2:00 PM on the due date.
8) Any bids received late will be disqualified.

If you have any questions, you may contact J. K. Tanner (786) 566-8438

[redacted] 3

GOLD TREE SAMPLE WORK

J. Tanner, Home Inspector
(786) 566-8438

SPECIFICATION OF WORK

CITY OF DEERFIELD BEACH

HOME REPAIR/IMPROVEMENT PROGRAM
N.S.P/S.H.I.P./C.D.B.G./HOME
November 6, 2018

PROPERTY OWNER: [redacted]
Deerfield Beach, FL 33064

CELL TELEPHONE: [redacted]

LEGAL DESCRIPTION: [redacted]

JOB NUMBER: [redacted]

GOLD TREE SAMPLE WORK

GENERAL SPECIFICATIONS

The Contractor shall perform the services with the standard of skill, care and due diligence, which a competent and suitable qualified person performing such services would reasonably be expected to exercise, and in accordance with the Work Specifications. The work shall be performed in a "Workman Like Manner." Contractor to include cost of services of any licensed professional, if necessary, in procuring permits for the work.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the owner and the City and its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions of, or a breach of this agreement by, the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone whose acts they are legally responsible.

The Contractor certifies that the location of the proposed work has been examined, as necessary to fully understand the nature of the obligation. The Contractor is responsible for measurements. The work should be complete in the time limits specified and in accordance with the plans and Work Specifications.

The Contractor must pull the permit within thirty (30) days of the issuance of the Notice to Proceed. Construction work must begin within forty-five (45) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion no later than one hundred and twenty (120) days from the date of the issuance of the Notice to Proceed.

The Contractor shall provide all necessary materials, equipment and personnel who have the appropriate qualifications and experience to undertake the scope of the Work Specifications.

[redacted] 1

J. Tanner, Home Inspector
(786) 566-8438

The Contractor agrees to provide a one (1) year warranty for all work performed under these specifications. This will include all labor and materials. If certain items require different warranty periods, these items will be cited in the individual specifications.

All work performed under these specifications must be done in compliance with the local City Ordinance and within the interpretation of the Florida Building Code. Attempts were made to identify the required permits, per line items cited below. However, it is the Contractor's responsibility to identify and pull all required permits.

All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws etc.). Failure to comply with general conditions may result in suspension or removal from the program.

There can be no verbal agreements between the Contractor and Homeowner.

Each of the Parties (by notice) in writing to the other can request a modification(s) to the requirement(s) cited in the Work Specifications should such modification(s) (at any time) become necessary due to Code requirements or unforeseen conditions/circumstances. In the event of any such modifications, the payment or credit for these (documented) changes may be subject to fair and reasonable adjustment(s) agreed upon between the City agent and the Contractor; these payment or credit adjustment(s) will be recorded in writing, by way of Change Order.

Change Orders - The Contractor's written proposal for change order shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to permits resulting from the change; Worker's Compensation and Liability Insurance; Employment taxes under FICA and FUTA.
(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allow ability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.
(4) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

GOLD TREE SAMPLE WORK

[redacted]

J. Tanner, Home Inspector
(786) 566-8438

SECTION 3 CLAUSE AND PROVISIONS

1. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

(A) 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 or 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.

(B) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(F) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(G) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible but not in derogation of compliance with section 7(b).

(H) Preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

GOLD TREE SAMPLE WORK

[redacted] 4

J. Tanner, Home Inspector
(786) 566-8438

WINDOWS & DOORS

1. REPLACE EXTERIOR ALL WINDOWS WITH IMPACT WINDOWS $_____

APPROXIMATE NUMBER OF EXISTING WINDOWS **14** and NUMBER OF WINDOW OPENINGS **10**

Reason for replacement: existing windows poor performance — opening and closing is a difficult task; not weather-tight. The home is out of compliance with the FBC & Miami-Dade codes for wind-borne debris protected window openings.

Remove existing windows and install new impact replacement windows and standard factory tinted glass. All operable windows must have screens. Install windows and its components in strict compliance with Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). Contractor is to provide required engineering. This item requires a permit.

a) The approximate number of openings above is not for bidding purpose, the Contractors will verify measurements/dimensions and total number of openings for new windows.

b) The new replacement windows shall be and white in color. The new replacement windows shall be aluminum single hung or horizontal rolling windows.

c) Install casement windows or horizontal sliding windows, if required because size restriction for egress: either casement or horizontal design not both.

d) **Install windows with low-solar-gain (low-E) glass, with NFRC Label: Solar Heat Gain Coefficient (SHGC) ≤ 0.27**

e) All exposed anchoring screws shall be the same color as the window frame.

f) Install obscure glass in bathroom windows.

g) Replace tiled windowsills, except bathroom. Replace missing windowsills. Replacement windowsills shall be ½" marble sills.

h) The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not oversize notch-out the windowsills and use a filler material to conceal the mullion clips.

i) Replace deteriorated wood buck, set buck in premium silicone sealant.

j) Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters, patch and spot paint, match existing paint as close as possible.

k) Repair/replace all damaged surfaces inside and out, caused by windows removal. Modifications or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces. **Contractor must obtain Homeowner signature acknowledging that spot painting may not match.**

l) **Remove the manufacturers' stickers and residue on the glass after all final inspections.**

m) Homeowner must agree and sign-off on the final windows design, operation of windows, obscure glass, color of frames and degree of tinted glass from the standard stock, for each window openings.

[redacted] 8

GOLD TREE SAMPLE WORK

J. Tanner, Home Inspector
(786) 566-8438

AGREEMENT

I/We agree that each item in this specification has been discussed in my/our presence and I/we understand the contents. It is agreed that if unforeseen conditions or additional building code violations are revealed during construction, a non-code related item will be deleted to accommodate the cost of correction. Homeowner further understands that all work items may not be completed based upon budgetary limitations. By our attested signature(s), I/we agree to abide by these conditions.

HOMEOWNER ACKNOWLEDGEMENT AND ACCEPTANCE OF SCOPE OF WORK

HOMEOWNER #1 SIGNATURE:

HOMEOWNER #1 PRINTED NAME: DATE:

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME: DATE:

HOME INSPECTOR SIGNATURE:

HOME INSPECTOR PRINTED NAME: DATE:

HOME INSPECTOR'S NOTES:

CONTRACTOR'S SIGNATURE FOR SUBMISSION OF BID

CONTRACTOR SIGNATURE:

CONTRACTOR PRINTED NAME: DATE:

COMPANY NAME:

TELEPHONE:

FINAL ACCEPTANCE OF SCOPE OF WORK (CONTRACTOR AND HOMEOWNER)

HOMEOWNER #1 SIGNATURE:

HOMEOWNER #1 PRINTED NAME: DATE:

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME: DATE:

CONTRACTOR NAME:

CONTRACTOR SIGNATURE: DATE:

GOLD TREE SAMPLE WORK

[redacted] 20

EXAMPLE SUPPORT PHOTOS

GOLD TREE DEVELOPMENT GROUP LLC.
6851 NW 19TH AVE MIAMI FL, 33147 (786) 566-8438 GOLDTREEDEV@GMAIL.COM

Saturday, October 27, 2018

Ms. Sheryl A. Dickey
Deerfield Beach Housing Authority
533 South Dixie Highway, Suite 102
Deerfield Beach, Florida 33441

Re: Initial Inspection Report Pictures
City of Deerfield Beach Home Repair/Improvement Program

Single-Family Residence
[redacted]

Dear. Ms. Dickey:

Gold Tree Development Group LLC. ("Gold Tree") performed an initial home inspection at the single-family residence, located at [redacted], Florida 33064 ("The Site"). The inspection was performed on October 13, 2018, by Gold Tree Project Manager, John K. Tanner Jr., a State of Florida Department of Business and Professional Regulation certified home inspector. A copy of Mr. certification is included in Attachment 1.

Purpose
The inspection was conducted to determine the extent of rehabilitation in accordance with Local Housing Assistance Program (LHAP), SHIP, HOME and/or CDBG Home Repair Program for the City of Deerfield Beach.

GOLD TREE SAMPLE WORK

EXAMPLE SUPPORT PHOTOS (CONTINUED)

PROPERTY OWNER: [redacted], FL 33064

SPECIFICATION WORK ITEMS

4280 NW 1ST AVE

WORK ITEM 1.

WORK ITEM 1.

WORK ITEM 2.

WORK ITEM 3.

WORK ITEM 4.

GOLD TREE SAMPLE WORK

Page 2 of 7

EXAMPLE SUPPORT PHOTOS CONTINUED (IMAGES ABOVE)

EXAMPLE HOUSING QUALITY STANDARDS CHECKLIST

CITY OF DEERFIELD BEACH
RESIDENTIAL REHABILITATION
HOUSING QUALITY STANDARDS CHECKLIST

July 8, 2021

PROPERTY OWNER INFORMATION

Ms. [redacted]
556 [redacted]
Deerfield Beach FL, 33441

Inspector Name: John Tanner
Inspector License: HI 10635
Inspector Phone No.: (786) 566 8438

PURPOSE AND SCOPE
The inspection was conducted to determine the extent of rehabilitation in accordance with the Local Housing Assistance Program (LHAP), State Housing Initiatives Partnership Program (SHIP), HOME Investment Partnership Program (HOME) and/or Community Development Block Grant Program (CDBG).

Respectfully,

John Tanner Jr.
Licensed Home Inspector (HI-10635)
Licensed Building Contractor (CBC-126328)
Gold Tree Development Group LLC.
State Certified Veteran and Minority Owned Firm

GOLD TREE SAMPLE WORK

Example HQS Checklist (above)

EXAMPLE HQS CHECKLIST (CONTINUED)

1. LIVING ROOM				
		DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
1.1	**LIVING ROOM PRESENT** Is there a living room?	☒	☐	
1.2	**ELECTRICITY** Are there at least two working outlets or one working outlet and one working light fixture?	☒	☐	
1.3	**ELECTRICAL HAZARDS** Is the room free from electrical hazards?	☒	☐	
1.4	**SECURITY** Are all windows and doors that are accessible from the outside lockable?	☒	☐	
1.5	**WINDOW CONDITION** Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	☒	☐	
1.6	**CEILING CONDITION** Is the ceiling sound and free from hazardous defects?	☒	☐	
1.7	**WALL CONDITION** Are the walls sound and free from hazardous defects?	☒	☐	
1.8	**FLOOR CONDITION** Is the floor sound and free from hazardous defects?	☒	☐	
1.9	**LEAD PAINT** Are all interior surfaces either free of cracking, scaling, peeling, chipping, and loose paint or *adequately treated and covered* to prevent exposure of the occupants to lead based paint hazards?	☐	☐	Not required
1.10	**WEATHER STRIPPING** Is weather stripping present and in good condition on all windows and exterior doors?	☒	☐	
1.11	**OTHER**	☐	☐	

2. KITCHEN				
		DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
2.1	**KITCHEN AREA PRESENT** Is there a kitchen?	☒	☐	
2.2	**ELECTRICITY** Is there at least one working electric outlet and one working, permanently installed light fixture?	☒	☐	

GOLD TREE SAMPLE WORK

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City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION				
Company Name (Legal Name as filed with IRS)	**GOLD TREE DEVELOPMENT GROUP LLC.**			
Doing Business As (DBA)	**GOLD TREE DEVELOPMENT GROUP LLC.**			
Primary Business Address	**6851 NW 19TH AVENUE**			
	City:	**MIAMI**		
	State:	**FLORIDA**	**Zip:**	**33147**
	Country:	**UNITED STATES**		
Remit To Address	**GOLD TREE DEVELOPMENT GROUP LLC.**			
	6851 NW 19TH AVENUE			
	City:	**MIAMI**		
	State:	**FLORIDA**	**Zip:**	**33147**
	Country:	**UNITED STATES**		
Order From Address	**GOLD TREE DEVELOPMENT GROUP LLC.**			
	6851 NW 19TH AVENUE			
	City:	**MIAMI**		
	State:	**FLORIDA**	**Zip:**	**33147**
	Country:	**UNITED STATES**		
Foreign Entity (Yes/No)	**NO**			
Telephone Number	**305-632-2526**			
Primary Company E-mail	**GOLDTREE3823@OUTLOOK.COM**			
Fax	**N/A**			
Website	**N/A**			
DUNS	**080890950**			
Independent Contractor (Yes/No)	**YES**			
Identification Number	**SSN:**	**N/A**	**FID:**	**82-2805623**

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

CONTACT INFORMATION			
Contact Name (First & Last Name)	**JOHN TANNER**		
Description/Title/Position	**OWNER**		
Phone (Voice)	**305-632-2526**		
Phone (Text)	**305-632-2526**	**Opt In (Y/N):**	**Y**
Fax			
E-mail	**GOLDTREE3823@OUTLOOK.COM**		

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.
6851 NW 19TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code
MIAMI FL 33147

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
82-2805623

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 11/22/2023

General Instructions

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

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

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, *later.*

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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)	**GOLD TREE DEVELOPMENT GROUP LLC.**			
Doing Business As (DBA)	**GOLD TREE DEVELOPMENT GROUP LLC**			
	6851 NW 19TH AVE			
	City:	**MIAMI**		
	State:	**FL**	**Zip:**	**33147**
	Country:	**UNITED STATES**		

Organization Background	
Please state the year that you company started its business	**2017**
Please state the year that your company started providing service under your current business name	**2017**
What State is your Company Registered In?	**FLORIDA**

Professional License Information		
License Type	**License Number**	**Expiration**
STATE OF FLORIDA HOME INSPECTOR	**HI-10635**	**7.31.2026**
STATE OF FLORIDA GENERAL BUILDING CONTRACTOR	**CBC1263828**	**8.31.2024**

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

Please Provide a Summary of your Company and What Services you provide

Gold Tree Development Group LLC. is a dynamic firm in the government contracting market for Residential Inspection and Cost Estimating Services for Federal and State Funded Housing and Community Development Programs. John Tanner Jr., after honorably separating from the U.S. Military and graduating with a Bachelor of Science degree in Industrial Engineering from the University of Miami with a concentration in Engineering Management, has acquired a broad range of skill sets needed to professionally produce concise and effective rehabilitation specifications and/or work write-ups, construction monitoring and reporting, providing efficient solutions to problems, and improving contributions to the home inspection/residential construction industry.

Since 2017 Gold Tree Development Group LLC, Chief home Inspector John Tanner has performed/and or participated in 150+ initial home inspections, collaborated in determining extent of restoration/rehabilitation required to bring homes into code compliance, and environmental and accessibility requirements, to fulfill the goals of residential rehabilitation home improvement program consistent with Federal, State, Local building codes and the City of Pembroke Pines Local Housing Assistance Plan. Mr. Tanner has conducted 150+, detailed home inspection, progress and final inspections calculating percentage completed and updating inspection status reports with percentage of completion in addition to punch list administrations. John manages Gold Tree Development Group LLC, Miami FL as a Licensed Home Inspector AND Licensed Building Contractor, project manager coordinating and delivering detailed home inspection assessments and reports, work write-ups with budget cost estimates, construction progress reports, for residential sector. Gold Tree Development Group LLC is currently providing services throughout Broward and Miami-Dade counties for similar municipalities, Gold Tree Development Group LLC., is through in providing home inspection services, specification writing, and project Management and construction monitoring and administration for residential projects for communities in South Florida.

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

1. This sworn statement is submitted GOLD TREE DEVELOPMENT GROUP LLC.
(name of entity submitting sworn statement) whose business address is
6851 NW 19TH AVE, MIAMI FL 33147
and (if applicable) its Federal Employer Identification Number (FEIN) is
82-2805623. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is JOHN TANNER JR and my
(Please print name of individual signing)
relationship to the entity named above is OWNER.

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

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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.)**

John Tanner Jr

Bidder's Name/Signature

GOLD TREE DEVELOPMENT GROUP LLC
Company

5/14/2024
Date

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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

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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;

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☐ **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: GOLD TREE DEVELOPMENT GROUP LLC.

AUTHORIZED OFFICER NAME / SIGNATURE: JOHN K TANNER JR

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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.

Authorized Signature	Authorized Signer Name	Company Name
	JOHN TANNER JR.	GOLD TREE DEVELOPMENT GROUP LLC.

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City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135.

I, JOHN TANNER JR, on behalf of GOLD TREE DEVELOPMENT GROUP LLC
Print Name and Title — Company Name

certify that GOLD TREE DEVELOPMENT GROUP 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.

GOLD TREE DEVELOPMENT GROUP LLC	JOHN TANNER JR	OWNER
Company Name	Print Name / Signature	Title

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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.

COMPANY NAME: Gold Tree Development Group LLC

PRINTED NAME / AUTHORIZED SIGNATURE: JOHN TANNER JR.

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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

PRINTED NAME / AUTHORIZED SIGNATURE: JOHN TANNER JR / OWNER

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

December 13, 2017
In Reply Refer To: **00VE**

Mr. John Kenndy Tanner, Jr
Gold Tree Development Group LLC
DUNS: 080890950
6851 NW 19th Avenue
Miami, FL 33147

Dear Mr. Tanner:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Gold Tree Development Group LLC has been verified as a Veteran-Owned Small Business (VOSB) and added to the Vendor Information Pages (VIP) at http://www.vip.vetbiz.gov. Gold Tree Development Group LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Gold Tree Development Group LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Gold Tree Development Group LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: http://www.vetbiz.gov/cve_completed_v.jpg. In addition, please access the following link for information on next steps and opportunities for verified businesses: http://www.va.gov/osdbu/verification/whatsNext.asp.

To ensure that Gold Tree Development Group LLC is correctly listed in the Vendor Information Pages, check Gold Tree Development Group LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Gold Tree Development Group LLC is presently, as of the issuance of this notice, in compliance with the regulation, Gold Tree Development Group LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 60 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Gold Tree Development Group LLC being removed from the VIP Verification Program.

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Mr. John Kenndy Tanner, Jr

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Gold Tree Development Group LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Gold Tree Development Group LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2 (e). Also, note, if at any time Gold Tree Development Group LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If these NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request the SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Gold Tree Development Group LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

Thomas J. McGrath
Director
Center for Verification and Evaluation

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

N/A March 06, 2024

MIAMI-DADE COUNTY

7238007

MIAMI-DADE COUNTY - STATE OF FLORIDA
LOCAL BUSINESS TAX
2023 - 2024 APPLICATION

RENEWAL
RECEIPT: 7524068
STATE #

DBA/BUSINESS NAME:
GOLD TREE DEVELOPMENT GROUP LLC

BUSINESS LOCATION:
OPERATING IN DADE COUNTY

BUS. COMMENCEMENT DATE: 01/05/2018

SEC	TYPE OF BUSINESS
SER-ISP	SERVICE BUSINESS
1	

OWNER/CORP.
GOLD TREE DEVELOPMENT GROUP LLC
C/O JOHN K TANNER MGR
PHONE # 786-566-8438

6851 NW 19TH AVE
MIAMI, FL 33147-7468

NAICS CODE: 541350

Print Blocking Flags:

Addt'l Doc Description: State License or Certificate

APPLICATION DETAILS		
FEE		**AMOUNT**
Receipt Fee		30.00
UMSA Fee		30.00
Beacon Council Fee		15.00
Bingo Permit Fee		0.00
Nightclub Permit Fee		0.00
Multi-Municipal Contractor Fee		0.00
Restricted Contractor Fee		0.00
Library Fee		0.00
Transfer Fee		0.00
Doing Business without a License Penalty		0.00
Late Penalty		0.00
Collection Cost		0.00
NSF Fee		0.00
Prior Years Due		0.00
Amount Recently Paid	-	75.00
TOTAL AMOUNT DUE:		**0.00**

If no longer in business, please notify us in writing.

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax Receipt may also be required.

To pay online go to https://miamidade.county-taxes.com

To pay by mail, make check payable to:
Miami-Dade County Tax Collector
Business Tax
200 NW 2nd Avenue, 3rd Floor
Miami FL 33128

To pay in person go to:
200 NW 2nd Avenue, 1st Floor
(305) 270-4949
local.businesstax@miamidade.gov

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

MIAMI-DADE COUNTY - STATE OF FLORIDA
LOCAL BUSINESS TAX
2023 - 2024 APPLICATION
7238007
BUSINESS LOCATION:
OPERATING IN DADE COUNTY

7+7524068+2024

N/A March 06, 2024

RENEWAL
RECEIPT: 7524068
STATE #

BUS. COMMENCEMENT DATE: 01/05/2018

SEC	TYPE OF BUSINESS
SER-ISP	SERVICE BUSINESS
1	

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

Scan to pay

OWNER/CORP.
GOLD TREE DEVELOPMENT GROUP LLC
C/O JOHN K TANNER MGR

GOLD TREE DEVELOPMENT GROUP LLC
C/O JOHN K TANNER MGR
6851 NW 19TH AVE
MIAMI, FL 33147-7468

SIGNATURE REQUIRED SEE INSTRUCTIONS ABOVE

Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.

If Received By	Mar 31, 2024	Apr 30, 2024	May 31, 2024	Jun 30, 2024
Please Pay	$0.00	$0.00	$0.00	$0.00

700000000000000000000000752406820240000000750000000000009

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

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

JOHN TANNER JR / OWNER
Printed Name and Title of Contractor's Authorized Official

GRAD TREE DEVELOPMENT GROUP LLC.
Contrator / Name of Company

5/15/2024
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

JOHN TANNER JR. / OWNER
Printed Name and Title of Contractor's Authorized Official

GRAD TREE DEVELOPMENT GROUP LLC.
Contrator / Name of Company

5/15/2024
Date

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

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:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid / offer / application b. initial award c. post-award	a. initial filing b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

NOT APPLICABLE (N/A)

NOT APPLICABLE

NOT APPLICABLE

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
_ _ Prime _____ Subawardee Tier_____, if Known: N/A **Congressional District, if known:**	N/A **Congressional District, if known:**
6. Federal Department/Agency: N/A	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: N/A _____
8. Federal Action Number, *if known:* N/A	**9. Award Amount**, *if known:* $ N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
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:** John Tanner Jr. **Print Name:** JOHN TANNER JR. **Title:** Owner **Telephone No.:** (305)632-2526 **Date:** 5/15/24

STATE OF FLORIDA MINORITY & VETERAN BUSINESS CERTIFICATION

State of Florida

Minority & Veteran Business Certification

Gold Tree Development Group LLC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/13/2023 to 03/13/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Electronic Articles of Organization For Florida Limited Liability Company

L17000187396
FILED 8:00 AM
September 01, 2017
Sec. Of State
nccooper

Article I

The name of the Limited Liability Company is:

GOLD TREE DEVELOPMENT GROUP LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6851 NW 19TH AVE
MIAMI, FL. UN 33147

The mailing address of the Limited Liability Company is:

P.O.BOX 381373
MIAMI, FL. 33238

Article III

Other provisions, if any:

TO CONDUCT INSPECTION SERVICES DETERMINING RISK AND SAFETY ISSUES ASSOCIATED WITH RESIDENTIAL AND COMMERCIAL PROPERTY. IN ADDITION, COORDINATE THE SPECIALIZED TEAMS TO CARRY OUT RESIDENTIAL AND COMMERCIAL CONSTRUCTION ACTIVITIES.

Article IV

The name and Florida street address of the registered agent is:

JOHN K TANNER JR.
6851 NW 19TH AVE
MIAMI, FL. 33147

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JOHN K. TANNER JR.

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

L17000187396
FILED 8:00 AM
September 01, 2017
Sec. Of State
nccooper

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
JOHN K TANNER JR.
6851 NW 19TH AVE
MIAMI, FL. 33147 UN

Title: AP
RHINA EITENNE
6851 NW 19TH AVE
MIAMI, FL. 33147 UN

Article VI

The effective date for this Limited Liability Company shall be:

09/01/2017

Signature of member or an authorized representative

Electronic Signature: JOHN K. TANNER JR.

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

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

TANNER, JOHN KENNDY JR

GOLD TREE CONSTRUCTION LLC
6851 NW 19TH AVE
MIAMI FL 33147

LICENSE NUMBER: CBC1263828

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

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.

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

HOME INSPECTORS LICENSING PROGRAM

THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

TANNER, JOHN K JR

6851 NW 19TH AVE
MIAMI FL 33147

LICENSE NUMBER: HI10635

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

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.

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 16.

File ID: 24-0769 **Type:** Bid **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 08/12/2024

Short Title: Motion to Award PL-24-02 Residential Home Inspections and Cost Estimating Services **Final Action:** 08/21/2024

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-24-02 "RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES" TO THE FOLLOWING FOUR (4) VENDORS:

- GOLD TREE DEVELOPMENT GROUP LLC
- HOUSING AND ASSISTIVE TECHNOLOGY, INC.
- RITEVIEW INSPECTIONS, LLC
- TSC ASSOCIATES, INC

***Agenda Date:** 08/21/2024

Agenda Number: 16.

Internal Notes:

Attachments: 1. PL-24-02 Bid Tabulation, 2. 07-16-24 Meeting Minutes, 3. Gold Tree Development Group, LLC Agreement, 4. Submittal from Gold Tree Development Group, LLC (Exhibit B), 5. Housing and Assistive Technology, Inc. Agreement, 6. Submittal from Housing and Assistive Technology, Inc., 7. Riteview Inspections, LLC Agreement, 8. Submittal from RiteView Inspections, LLC, 9. TSC Associates, Inc Agreement, 10. Submittal from TSC Associates, Inc, 11. PL-24-02 Residential Home Inspection and Cost Estimating Services (Exhibit A)

Related Files:

1	City Commission	08/21/2024	approve	Pass

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

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-24-02 "RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES" TO THE FOLLOWING FOUR (4) VENDORS:

- GOLD TREE DEVELOPMENT GROUP LLC

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

- HOUSING AND ASSISTIVE TECHNOLOGY, INC.
- RITEVIEW INSPECTIONS, LLC
- TSC ASSOCIATES, INC

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.19(E) is titled "Bid opening procedure"

- Section 35.19(E)(5) states, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager"

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 16, 2021, the City Commission authorized the advertisement of RFQ # PL-21-02 "Residential Home Inspection and Cost Estimating Services" which was advertised on June 23, 2021.

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

3. The purpose of this solicitation was to form a pool of qualified firms with specialized skills and interest in providing professional services to conduct residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.

4. On March 2, 2022, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFQ # PL-21-02 "Residential Home Inspections and Cost Estimating Services" to the following five (5) vendors:

   - Artisan Rebuilders
   - Gold Tree Development Group LLC.
   - Housing and Assistive Technology, Inc.
   - SoFL Corporation
   - TSC Associates, Inc.

5. The agreements, as amended, were made for a two-year period expiring in 2024 with no renewal terms and included the following Home Inspector's Fee Schedule for all of the awarded vendors:

Description	**Cost**
Initial Inspection (Includes cost estimates and 2 sets of color photos)	$ 500
Work Specifications	$ 650
Pre-bid Meeting (For the specific project, not for the RFQ process)	$ 450
Interim Inspections	$ 700
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	$ 700
Sub-Total	**$ 3,000**
Contingency (If advanced research is required)	$ 150

Docusign Envelope ID: 6295F52E-84FC-4260-8166-0CF0169EB0D6

Total with Contingency	**$ 3,150**

6. As a result of the expiring contract, on April 17, 2024, the City Commission authorized the advertisement of RFQ # PL-24-02 “Residential Home Inspection and Cost Estimating Services” which was advertised on April 25, 2024.

7. RFQ # PL-24-02 included a scrivener’s error which listed an outdated Home Inspector’s Fee Schedule that is $1,000 lower, per project, than the most recent contract amount:

Description	**Error**
Initial Inspection (Includes cost estimates and 2 sets of color photos)	$ 300
Work Specifications	$ 450
Pre-bid Meeting (For the specific project, not for the RFQ process)	$ 250
Interim Inspections	$ 500
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	$ 500
Sub-Total	**$ 2,000**
Contingency (If advanced research is required)	$ 150
Total with Contingency	**$ 2,150**

8. In addition, the Planning Department would like to simply the fee schedule for all awarded vendors to the following:

Description	**Revised**
Initial Inspection (Includes cost estimates and 2 sets of color photos)	$ 1,500
Work Specifications	Included Above
Pre-bid Meeting (For the specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	$ 1,500
Sub-Total	**$ 3,000**
Contingency (If advanced research is required)	$ 150
Total with Contingency	**$ 3,150**

9. On May 21, 2024, the City opened seven (7) proposals from the following vendors, listed in alphabetical order:

- Blueprint Industrial Contractors Inc.
- Fresco Inspections & Consulting LLC.
- Gold Tree Development Group LLC.
- Housing and Assistive Technology, Inc.
- RiteView Inspections, LLC.
- The Urban Group, Inc.
- TSC Associates, Inc.

10. During the evaluation of the proposals, the Procurement Department noticed Fresco Inspections & Consulting LLC. submitted a proposal for both PL-24-01 “Environmental Specialists for Residential Home Inspection” and PL-24 02 “Residential Home Inspection

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and Cost Estimating Services". Pursuant to the solicitation, a vendor was only allowed to submit a proposal for PL-24-01 or PL-24-02. Following this discovery, the Procurement Department contacted the vendor to confirm which project they will be withdrawing their proposal from, and Fresco Inspections & Consulting LLC. withdrew their proposal from this bid, PL-24-02.

11. On July 16, 2024, an evaluation committee was convened to review the qualifications of the bidders and recommend a pool of vendors to the City Commission for award.

12. During the evaluation committee meeting, the Procurement Department addressed the process in which the proposals were reviewed and the completed bid tabulation sheet which highlights deficiencies in the proposals received, so that the Evaluation Committee could make a determination on how to address these items and informed the committee that Blueprint Industrial Contractors Inc. failed to submit various information in their submittal including:

    - Non-Collusive Affidavit Form - The vendor submitted a blank Non-Collusive Affidavit form. Note - The Procurement Department has allowed vendors to submit a completed Non-Collusive Affidavit Form and waive the irregularity in the past.
    - Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds - The vendor did not include a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" with their vendor registration documents. This document is utilized for federally funded projects and is listed under the Vendor Registration Documents in section 1.6 of the RFQ. As stated in section 1.6, in the event that the City does not have one of vendor registration documents, the City may reach out to your company after the bid has closed to obtain the document(s).
    - Required Questionnaire - The vendor submitted the required questionnaire with no answers being completed. The questionnaire includes the following sections, which contains the information needed for scoring the proposals:
        - Tab 1 - Experience and Capabilities (35 points)
        - Tab 2 - References Form (35 points)
        - Tab 3 - Firm's Understanding and Approach to the Work (30 points)
        - Contact Information Form
        - Proposer's Background Information
        - Vendor Registration Checklist

13. Members discussed the information presented and proposals, and the evaluation committee passed a motion to deem Blueprint Industrial Contractors Inc. as non-responsive. The committee also acknowledged Fresco Inspections & Consulting LLC.'s withdrawal from PL-24-02.

14. The evaluation committee had further discussion regarding the importance of contractors for Home Inspection services being knowledgeable with program requirements, as they create all the specifications for our documents. As such, if a contractor is unfamiliar with the program requirements when a bid goes out, it could result in numerous change orders or a

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re-bid. The evaluation committee further discussed the references of The Urban Group, Inc., in which member Williams stated that The Urban Group's references were not sufficient in comparison to the other vendors as related to the scope of work. Member Williams, seconded by Member Wrves motioned to disqualify The Urban Group, based on their qualifications and their references. The motion passed unanimously.

15. The evaluation committee discussed further and then passed a motion to deem the four (4) remaining vendors, Gold Tree Development Group LLC., Housing and Assistive Technology, Inc., RiteView Inspections, LLC, and TSC Associates, Inc. as qualified, and include all four (4) in a pool for Home Inspection and Cost Estimating Services.

16. Gold Tree Development Group LLC., Housing and Assistive Technology, Inc., and RiteView Inspections, LLC have all completed the Equal Benefits Certification Form and have stated that the contractors "currently comply with the requirements of this section." TSC Associates, Inc. has utilized the following allowable exemption, stating that the "Contractor does not provide benefits to employees' spouses in traditional marriages".

17. Recommend Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # PL-24-02 "Residential Home Inspections and Cost Estimating Services" to the following four (4) vendors:

- Gold Tree Development Group LLC.
- Housing and Assistive Technology, Inc.
- RiteView Inspections, LLC.
- TSC Associates, Inc.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: The total cost will be dependent on the total number of residential homes in the programs that would need the services of these Home Inspectors. The Home Inspector's Fee Schedule will be:

Description	**Revised**
Initial Inspection (Includes cost estimates and 2 sets of color photos)	$ 1,500
Work Specifications	Included Above
Pre-bid Meeting (For the specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	$ 1,500
Sub-Total	**$ 3,000**
Contingency (If advanced research is required)	$ 150
Total with Contingency	**$ 3,150**

Upon Commission's approval, the proposed contracts will be updated to reflect the correct rates listed above.

b) Amount budgeted for this item in Account No: Funds for these expenses will be paid

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through grants received through various programs. The City receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, Home Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, the City receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation.

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2024

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

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
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B : Next Insurance US Company	16285
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gold Tree Development Group LLC
6851 NW 19th Ave
Miami, FL 33147

COVERAGES **CERTIFICATE NUMBER:** 058168793 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		NXTJKQDYXK-00-GL	06/26/2024	06/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X		NXTJKQDYXK-00-GL	06/26/2024	06/26/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000.00 $ 2,000,000.00 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability (Errors & Omissions) CLAIMS-MADE			NXTYQJT3TP-00-PL	06/26/2024	06/26/2025	Per Claim Limit: Aggregate Limit: Per Claim Deductible:	$1,000,000.00 $1,000,000.00 $2,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Pembroke Pines. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy per the Additional Insured Automatic Status Endorsement. This Certificate Holder will receive at least 30 days prior written notice of cancellation, for any reason including for nonpayment, of any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

LIVE CERTIFICATE
Click or scan to view

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 2/11/2024 **EXPIRATION DATE:** 2/10/2026

PERSON: JOHN K TANNER JR **EMAIL:** GTDINSPECTIONS@OUTLOOK.COM

FEIN: 822805623

BUSINESS NAME AND ADDRESS:

GOLD TREE DEVELOPMENT GROUP LLC

6851 NW 19TH AVE

MIAMI, FL 33147

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.