



JANITORIAL SERVICES FOR THE CHARTER SCHOOLS AND EDC

INVITATION FOR BID # PSPW-26-02

Issuance of Solicitation: Tuesday, June 23, 2026

Questions Due Date: Monday, July 6, 2026

Bid Submission Deadline: Tuesday, July 21, 2026

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

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SECTION 1 - NOTICE

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

IFB # PSPW-26-02

Janitorial Services for the Charter Schools and EDC

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

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

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

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

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

Proposals will be accepted until 2:00 pm on Tuesday, July 21, 2026, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/237026>.

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

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

Virtual Meeting Details:



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

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

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

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

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



SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

This contract shall be for an initial **2-year** period with **two (2) additional 2-year** renewal terms.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	June 23, 2026
Pre-Bid Meeting (Mandatory):	June 29, 2026, 10:00am Pembroke Pines Charter Central Elementary & Middle Schools - 12350 Sheridan Street, Pembroke Pines, FL 33026
Question Due Date:	July 6, 2026, 2:00pm
Issuance of Final Answers to Questions:	July 9, 2026
Bid Submission Deadline:	July 21, 2026, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)
Recommendation of Contractor to City Commission for Award:	August 19, 2026
Issuance of Notice to Proceed (NTP):	August 31, 2026

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Monday, June 29, 2026 at 10:00 am**. Meeting location will be at the **Pembroke Pines Charter Central Elementary & Middle Schools - 12350 Sheridan Street, Pembroke Pines, FL 33026**

- A. **Proof of Attendance:** Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the **Contractor's** responsibility to make sure that they sign in at the meeting.

2.4 Estimated Project Cost

\$2,190,000



2.5 Grant/Federal Funding

Not applicable for this project.

2.6 Proposal Security/Bid Bond

A Proposal Security shall not be required for this project.

2.7 Payment and Performance Bonds

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



SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide janitorial services city-wide for the charter schools and EDC, in accordance with the terms, conditions, and specifications contained in this solicitation.

3.2 Background

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

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

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

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



SECTION 4 - SCOPE OF WORK

4.1 General Requirements

- The successful bidder and its employees will report hazardous conditions and items in need of repair including but not limited to, burned-out lights, leaky faucets, toilet stoppages, etc.
- All employees responsible to open and close shall be capable of securing the facilities including operating fire and burglar alarm systems properly. Contractor will be responsible for costs incurred if alarm systems are not properly operated.
- The contractor shall comply with the City of Pembroke Pines procedures and requirements regarding sanitary techniques and safety. In addition, the contractor shall comply with OSHA Act # 1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- When necessary to change clothing, employees of the successful bidder shall be required to change in predetermined areas. All employees shall also eat their lunches in designated locations. Successful bidder shall be responsible for ensuring that employees do not disturb papers on desks, open desks, drawers, cabinets, or use the telephones.
- No subcontracting is permitted. All staff must be employed by the Contractor and properly trained and/or experienced.
- The City shall have the right to require the contractor to remove from assignment to its facilities such employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the City of Pembroke Pines. Selected contractor must comply with all applicable labor/employment laws and regulations.
- Upon contract award, contractor is required to perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This cleaning must be performed within 30 days of start of service and satisfactory completion must be approved by the city's contract manager or his designee.
- Contractor shall designate a Project Manager that oversees all school operations and to act as the City's main contact. Contractor shall designate one Lead Custodian at each site. Lead Custodian must be present at his or her designated school Monday-Friday from 7:30 am through 4:00 pm. Contractor's Project Manager and Lead Custodian must be fluent in speaking, reading, and writing in both English and Spanish. Name and cell phone numbers for the Project Manager and Lead Custodians shall be provided to the City immediately upon



execution of the contract and immediately following any changes to said personnel. In the case of the departure of the Contractor's Project Manager or Lead Custodian, a replacement will be provided within 24 hours.

- There shall be no use of tobacco products, drugs, alcohol or other items of this nature anywhere on the premises or within 1,000 feet of the property.
- City will provide maps during the mandatory pre-bid meeting, for reference only. Contractor is responsible for but to include but not limited to, all measurements of the facility, identifying different cleaning areas and surfaces, necessary products, equipment and personnel to carry out full turn-key janitorial services for each location.

4.2 Security and Uniforms

- The Contractor is responsible for obtaining employee background checks. All employees of the contractor, while working on City property, shall at all times be required to wear uniforms with a company logo and exposed photo identification. In addition, when applicable, contractor and contractor's employees shall comply with the Jessica Lunsford Act.
 - The contractor shall complete Level 2 background checks on all employees working on City property.
 - Any necessary background checks and photo identification requirements shall be made at the **contractor's expense**.
- The contractor's employee's uniforms will consist of distinctive, neat shirts, trousers and shoes of coordinated colors, acceptable to the City. Uniforms, including color and (if provided) design, shall be approved by the City at least 72 hours prior to contract award start date.
- Contractor will not use employees of any temporary (help-type) employee agency. Only actual bona fide contractor employees are to be used to perform these specifications unless otherwise approved in writing by the city's contract manager.
- The contractor shall at all times enforce strict discipline and good order among his employees. No children, friends, relatives, or any person not employed and assigned to subject sites are allowed on subject premises. Unauthorized use of City property is prohibited.
- All employees responsible to open and close shall be capable of operating fire and burglar alarm systems properly. **If alarms are not set properly, Contractor will be responsible for costs incurred.**



- Contractor will be responsible for securing keys for the facilities at least 24 hours in advance of contract start date. The successful bidders will pick up the necessary keys at the location(s) they have been awarded. Any labor and/or material cost for replacement keys, recoding of access keys/doors, and/or re-keying of locks as a result of the actions of the janitorial service provider (lost/misplaced keys, etc.) will be deducted from the monthly payments.
- Contractor is responsible for scheduling and coordinating all necessary background checks, issuing ID badges, keys, alarm codes, parking, site access, training etc. with ample time as to not affect normal operations and scope compliance.

4.3 Materials, Equipment, and Supplies

- The Contractor shall submit and maintain a current list of all supplies and materials, including chemical material safety data sheets to the Contract Administrator for approval. It will be the responsibility of the contractor to provide all supplies, including but not limited to towels, toilet paper, trash liners, and hand soap, to perform the required janitorial services. A limited storage at each location shall be provided for the contractor to store necessary supplies and materials.
- The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his bid a complete list of the equipment to be used. Bidder must, submit with their bid, evidence and/or references of satisfactory service rendered in the past two years similar to those specified herein.
- City is requiring the use of chemicals, paper products and dispensers with a minimum standard or higher as detailed in Attachment E - Minimum_Requirements_For_Cleaning,_Paper_And_Dispensers and for an Estimated Janitorial supply list as detailed in Attachment D - Estimated Janitorial Supply List For Budgeting Only.

4.4 Service Locations, Staffing, Schedule

- All major daily, weekly, monthly, and quarterly janitorial services (which includes, but is not limited to, cleaning of classrooms and offices, vacuuming, mopping) shall be completed between the hours of 5pm and 1am Monday-Friday. All doors and gates are to be locked upon leaving the premises. Staffing requirements needed to complete these services in their entirety are to be determined by the contractor. During periods where school is not in session, such as summer or spring break, porters may be used to complete some of these services during the daytime in unoccupied buildings unless needed otherwise for events, summer camps, etc.
- The chart below contains the minimum quantities and timeframes for daytime porters. The purpose of the porters is to spot clean throughout the day as needed, tend to cafeteria needs during breakfast and lunch



breaks, conduct campus litter patrol, and a variety of other duties inclusive but not limited to table/chair set up and break down for events and attend to school functions that occur during their hours of service. Porters are to follow direction daily as given by school administration. Night porters must also be able to speak conversational English. Hours of service are subject to change.

Site	Address	Minimum Number of Full-Time Porters Required On-Site
Pembroke Pines Charter East Elementary School	10801 Pembroke Road, Pembroke Pines, FL 33025 Bldg. A; E; L; M; P	Day (Monday - Friday): 3
Pembroke Pines Charter Central Elementary & Middle Schools	12350 Sheridan Street, Pembroke Pines, FL 33026 Bldg. A; E; C; M; L; Y	Day (Monday - Friday): 4
Central Campus – Early Development Center	12200 Sheridan Street, Pembroke Pines, FL 33026 Bldg. P	Daily from 11 AM to 8 PM (Monday - Friday): 1
West Campus Elementary and Middle School	1680 SW 184th Avenue, Pembroke Pines, FL 33029 Bldg. I & P 1600 SW 184th Avenue, Pembroke Pines, FL 33029 Bldg. E 18500 Pembroke Road, Pembroke Pines, FL 33029 Bldg. M	Day (Monday - Friday): 5
Pembroke Pines Charter FSU Elementary School	601 SW 172nd Avenue, Pembroke Pines, FL 33029 Bldg. A; B; C; Annex	Day (Monday - Friday): 3
Charter School - Academic Village	17189 Sheridan Street, Pembroke Pines, FL 33331 Bldg. A; C; S; M; D; U	Day (Monday - Friday): 5 (Saturday): 1

Estimated Square footage per school at Attachment C - Estimated Square Footage For The Schools

- The quantities established above are minimum staffing requirements, however, contractors are responsible for staffing capacity above the minimum requirements as needed to meet all service requirements and performance standards.
 - Contractor shall be responsible for scheduling and cleaning up after all school meetings and school activities, school sporting events, City events, summer camps, theatre rentals, etc. A schedule for the 2026-2027 school year will be provided to the awarded contractor.



Depending on the event, required work can range from cleaning up after the event is over to providing employees to clean up throughout the length of the entire event. If additional staff is required to tend to these events beyond the porters provided above, then the cost to provide the necessary janitorial services required for these events shall be billed at a predetermined cost per person/per hour.

- **Note:** Staffing requirements are reduced during school break and holiday periods.
 - Contractors should note that regularly scheduled Evening shift and weekend porters will not be scheduled and should not be included in cost estimates during school breaks, teacher holidays, and summer and winter holidays.
 - During these holiday and break periods, contractors shall be expected to complete more stringent cleaning tasks, such as the annual cleaning requirements described in Section 4.5 Work to be Performed.
 - Please see Attachment B - 2026-2027 School Calendar for a list of school breaks and holidays.

Estimated Shift Schedule

- **Day: 7:30 AM - 4:00 PM varies from school to school location.**

Shift Responsibilities

- Day shift porters shall be primarily tasked with maintaining common areas inclusive of but not limited to cafeterias, hallways, and bathrooms, as more thoroughly described in Section 4.5 Work to be Performed.
 - Day shift porters shall also be expected to respond to emergent situations such as spills and administrative requests.
- Evening shift porters shall be primarily tasked with more intensive cleaning tasks, inclusive of but not limited to classroom and administrative office maintenance, as more thoroughly described in Section 4.5 Work to be Performed.

4.5 Work to be Performed

All tasks are to be performed to the most stringent standard that applies. For example, if a specific task is shown below as a daily task and listed as a monthly task, the contractor is responsible for performing the task daily.

Work to be Performed Daily

- **Offices, Hallways, Exterior**



- Clean outside of all entrances including but not limited to, courtyards, field areas, Airnasium, walkways, playground, and outdoor break areas, and all common areas around campus.
 - Areas must be cleaned and made free of debris
 - Lost and found items including but not limited to, lunch bags, jackets, water bottles, etc., are to be placed in the designated lost and found area.
- Inspect and remove litter and debris from the Administration parking lots located on school property. All collected trash shall be disposed of in designated on-site waste receptacles or dumpsters.
- Empty all interior and exterior waste receptacles and replace liners where needed.
- Clean all interior glass, mirrors, and glass in doors. Clean the interior and exterior of all exit glass doors and storefronts. Special care shall be taken not to scratch or damage glass or window tint films.
- Clean and disinfect all fingerprints and smudges from all flat surfaces including but not limited to each student desk/table, chairs, cafeteria tables, counter tops, glass desktops, and filing cabinets.
- Spot clean walls and woodwork to remove soiled areas.
- Clean, wipe, and disinfect drinking fountains using a neutral disinfectant.
- Clean and polish all metal, including entrance doors, kick plates, and elevators
- Clean and disinfect all telephones - public and private.
- The surfaces of the entrance and exit doors (both sides) must be kept free of dirt and stains. Handrails and balustrades are to be wiped down and cobwebs removed.
- Wipe clean and disinfect all high touch areas including but not limited to, classroom sinks, switch plates, door hardware and cabinets, and elevator exterior and interior buttons.
- Damp wipe all counters, surfaces, and furniture with a general-purpose cleaner and/or disinfectant in customer service areas.
- Dust and wipe exposed A/C grills and surrounding ceiling areas.
- Report any necessary repairs to Administrative Service Manager.
- Clean outside security office windows and surfaces.



- **Restrooms, Offices, Classrooms, Hallways, Cafeteria, Locker Rooms and Employee Kitchen (commercial kitchens and food preparation areas excluded)**
 - Hand dust and wipe all partitions, ledges, towel, and paper dispensers with chemically treated cloths.
 - Clean, wipe and polish all mirrors, stainless steel, aluminum, porcelain, and enamel surfaces to a high luster.
 - Clean, wipe and disinfect partitions, sinks, and tile walls.
 - Clean and disinfect toilet seats on both sides.
 - Sweep and mop all non- carpeted flooring using a neutral degreaser/cleaner. Remove all floor mats and rugs prior to cleaning.
 - Wipe, scrub, and sanitize all basins, bowls, and urinals.
 - Supply and replenish all towels, tissue, and hand soap.
 - Remove all trash from the area, sanitize the inside of trash cans and sanitary napkin disposal containers, and replace liners.
- **Breakrooms/Lunch Areas/Conference rooms**
 - Wipe down and clean all surfaces that encounter staff, food, or employee food preparation area with an approved sanitizing agent.
 - Remove all trash from the area, sanitize the inside of trash cans, and replace liners.
 - Remove splashes and stains from all exposed walls, counters and cabinets.
 - Wipe down vending machines, microwave ovens, refrigerators, tables, chairs, and any other equipment or furniture with visible dirt.
 - Sweep and mop all non- carpeted flooring using a neutral degreaser/cleaner. Remove all floor mats and rugs prior to cleaning.
- **Ceramic Tile, VCT, and Laminated Floor Areas (Offices, Classrooms, Hallways, Bathrooms, Cafeteria, Locker Rooms)**
 - Sweep / Vacuum and mop all ceramic / VCT, LVT and laminate flooring, including elevators, using a neutral degreaser/cleaner. Remove all floor mats and rugs prior to cleaning.
- **Stairwells**
 - Sweep clean and damp mop all stairwells inside and outside where applicable.



- The surfaces of the entrance and exit doors (both sides) must be kept free of dirt and stains.
- Handrails and balustrades are to be wiped down and cobwebs removed.
- **Gymnasium Floor**
 - Daily Sweeping - Use a dry dust mop to keep the floor free from dust, grit, sand and abrasive particles.
 - Floor Shine - Wipe up spillage immediately before it can be absorbed into finish.
 - Removing Marks - Apply an approved floor cleaner with a soft cloth, or dusting mop.
 - Avoid Using Water – Machine scrubbing or power machines that induce water under pressure should not be used.
 - Clean and protect wood flooring in accordance with manufacturer’s wood floor maintenance requirements which will be provided.
 - Clean under bleachers.
- **Carpeted Areas and Classroom Area Rugs**
 - Vacuum all carpeted hallways/ classroom rugs and common areas, making sure vacuum bags do not exceed 70% capacity. Utilize extension hoses and tools as necessary to thoroughly vacuum all carpeted areas - this includes under desks, close to walls, etc.
 - Spot clean all carpeted areas. Any stains that cannot be removed are to be reported to the Administrative Service Manager.
 - **Bonnet cleaning of carpets and rugs is strictly prohibited.**

Work to be Performed Weekly (every Friday)

- De-scale toilets and urinals with non-acid bowl cleaner to remove scale, scum, mineral deposits, rust stains, etc. from the inside and outside of toilet bowls and urinals.
- High dust (up to 8 ft) all ledges, clocks, partitions, file and storage cabinets, blinds, fans, vents and all wall hung decor.
- Clean and polish fronts and tops of counters.
- Dust and clean all level surfaces of telephones, chairs, tables, filing cabinets, other office furniture, windowsills and exposed book stack areas where applicable. (papers on desks, items on windowsills and other furniture must not be moved)
 - Individual desks are the responsibility of the employees.
- Vacuum upholstered furniture.
- Clean picture frames and wash glass, if any. Clean bookcases and clock face glass.



- Personal pictures on desks are the responsibility of the individual.
- Clean floor drains using a cream cleanser, scrub pads, or floor drain brush to remove corrosion and tarnish. After cleaning, fill drain traps with enzyme-based treatment to prevent escape from sewer gas.
- Vacuum/brush clean all air supply and return grills and vents, and surrounding ceiling tiles.
- Dust high molding and doors.
- Dust/vacuum/wipe all baseboards and coverings.
- Mop all ceramic tile flooring in all restrooms on campus using a stain removing cleaner/disinfectant with emphasis on grout stains.
- Power scrub laminate floors in high traffic areas to remove foreign matter in the Front Office and Cafeteria; per manufactures specification.

Work to be Performed Monthly (first Friday of every month)

- Power scrub all tile floors to remove foreign matter and stains with emphasis on grout stains.
- Power scrub and recoat all restroom and breakroom VCT floors to remove foreign matter.
- Dust/Vacuum – air vents, tops of doors, door frames, ceiling corners, picture frames, front and sides of desks, legs of chairs, tables, and chair bases.
- Vacuum/wipe recessed lighting and fluorescent diffusers.
- Clean all interior window glass.
- Furniture – vacuum fabric and wipe down other surfaces to remove dust and lint.
- Detail vacuum carpet edges and corners along walls and partitions.
- Dust all baseboards.
- Clean all table bases and chair legs.

Quarterly, Bi-yearly, and Annual Requirements

- **Quarterly (January, April, July, and October)**
 - Acid wash all tile floors and grout lines to remove foreign matter.
 - Clean the exterior of **all windows**. Special care shall be taken not to scratch or damage the glass or window tint film.
- **Bi-yearly (Winter break and summer break)**



- Deep clean all carpeted areas.
- **Annually during summer school break**
 - Completely strip to base and refinish all VCT flooring (if applicable). A minimum of five (5) coats of wax is to be applied; however, more may be required to achieve industry standards.
- **Bonnet cleaning of carpets and rugs is strictly prohibited.**

Vendor's Responsibility

- Vendor is responsible for providing all necessary machinery, equipment and supplies necessary to perform required work. (Cleaning supplies; paper towels; toilet paper; soap; air freshener, trash can liner - various sizes; carpet cleaner, disinfectant, etc.).

4.6 KPIs, Inspections, Reporting, and Remedies

1. Performance Model

- The Contractor shall meet defined performance outcomes across all school buildings, including classrooms, restrooms, cafeterias/common areas, gyms, corridors, administrative offices, and staff areas.
- KPIs are measured **per site** and aggregated monthly for reporting purposes. Failure at one site shall not be offset by performance at another site.
- “Monthly” means calendar month unless otherwise specified.
- All percentage-based KPIs shall be calculated as:
- **$(\text{Number of compliant items} \div \text{Total applicable items}) \times 100$**

2. Inspection System (All Schools)

A. Inspection Frequency

- Minimum two (2) inspections per week per site.
- At least two inspections each week shall include restrooms and high-traffic corridors.
- Random spot checks may be conducted during occupied hours.

B. Sampling Standard

- A minimum of 15–25% of spaces per building shall be inspected weekly, rotated to ensure full building coverage over time.
- **All restrooms shall be inspected at least twice per week per building.**



C. Scoring Rubric (0–100 Scale)

- Each inspected area shall begin with a score of 100.
- Deductions:
 - Critical Defect: Score becomes 0 (automatic failure for that area)
 - Major Defect: –10 points per occurrence
 - Minor Defect: –2 points per occurrence
- Passing score:
 - ≥ 90 AND **no** Critical Defects.

D. Critical Defects (Examples, Not Limited To)

- Biohazard not addressed (bodily fluids, vomit, blood)
- Slip hazard without signage or control
- Overflowing sanitary waste
- Restroom conditions creating health risk (feces/urine present, no running water where required, severe odor with visible cause)
- Chemical misuse or unsafe storage
- Failure to complete required high-touch disinfection when specified in scope

3. KPI Targets

A. KPI 1 — Quality Inspection Score (QIS)

- Definition: Monthly average inspection score per site.
- Target: ≥ 92
Minimum Acceptable: 88
- **Failure Trigger: Any site below minimum acceptable in a month OR two (2) consecutive months below target.**

B. KPI 2 — Restroom Readiness Score (RRS)

- Definition: Percentage (%) of inspected restrooms meeting the Ready for Use standard during each inspection cycle, aggregated monthly.
- Ready for Use Standard:
 - No visible soil on fixtures



- No strong odor
- Floors clean and dry
- Mirrors clean
- Partitions and doors presentable
- Trash not overflowing
- Supplies stocked (soap, paper towel/tissue, liners)
- Target: $\geq 97\%$ monthly
- Minimum Acceptable: 94%
- **Zero-Tolerance Condition: Any restroom Critical Defect requires immediate escalation and same-day corrective action.**

C. KPI 3 — Schedule Compliance Rate (SCR)

- Definition: Percentage (%) of scheduled tasks completed within agreed service windows, by site.
- Target: $\geq 99\%$
- Minimum Acceptable: 97%
- Access Not Available
 - If areas are inaccessible, Contractor shall:
 - Log time, date, and location,
 - Notify the site contact same day, and
 - Complete the task at the next available access window.
- Documented access constraints shall not count against SCR.

D. KPI 4 — Service Request Response & Resolution (SRR)

- Definition: Percentage (%) of service requests meeting defined response and resolution time requirements, by priority level.
- Priority Levels
 - Urgent:
 - Response ≤ 30 minutes



- Resolution \leq 2 hours
(Containment within 30 minutes if full resolution requires additional time)
- High:
 - Response \leq 60 minutes
 - Resolution same day (before next school day when feasible)
- Standard:
 - Response \leq 1 business day
 - Resolution \leq 1 business day
- Target: \geq 97% monthly
- Minimum Acceptable: 92%

E. KPI 5 — Rework Rate (RR)

- Definition: Percentage (%) of total completed tasks or inspected areas requiring re-clean due to failed inspection or validated complaint.
- Validated Complaint Definition: A complaint shall be considered validated when confirmed by inspection, photographic evidence, or written confirmation from the designated school representative within 24 hours.
- Target: \leq 2% monthly
- Minimum Acceptable: 4%

F. KPI 6 — High-Touch Disinfection Compliance (If Applicable)

- Definition: Percentage (%) completion of required high-touch disinfecting tasks per school day or shift.
- Measurement: Daily checklists and random verification inspections.
- Target: \geq 98% monthly
- Minimum Acceptable: 95%

G. KPI 7 — Stakeholder Satisfaction (SS)

- Definition: Monthly rating provided by designated site contact(s) using a 1–5 scale.
- Target: \geq 4.6
- Minimum Acceptable: 4.2



- Failure Trigger: Any site below minimum acceptable for one month OR downward trend over two consecutive months.

4. Corrective Actions, Rework, and Remedies

A. Rework (No Cost to Owner)

- Critical Defect: Immediate response; containment and corrective action initiated within required SRR timeframe; documented closure required, see Section 4.6 - 3.D KPI-4 Service Request Response & Resolution.
- Non-Critical Failure: Re-clean within 24 hours or next approved service window.

B. Corrective Action Plan (CAP)

- A CAP is required when any of the following occur at a site:
 - QIS below minimum acceptable
 - Two (2) consecutive months below target
 - Repeat Critical Defect of same type within 60 days
 - SCR below minimum acceptable
 - SRR below minimum acceptable (92%)
- CAP must be submitted within five (5) business days and include:
 - Root cause analysis
 - Staffing or supervision changes
 - Training measures
 - Preventive controls

C. Service Credits

- Service credits apply per site and shall not be averaged across sites.
- QIS below minimum acceptable:
 - 5% of monthly invoice for that site
- Any validated Critical Defect event:
 - Additional 2% (capped at 10% total per site per month)
- SCR below minimum acceptable:
 - 3% of monthly invoice



- SRR below minimum acceptable:
 - 3% of monthly invoice
- Service credits shall be deducted from the following monthly invoice.

D. Termination for Cause

- Owner may terminate for cause if:
 - Any site fails minimum acceptable thresholds in two (2) months within any rolling six (6) month period; OR
 - Two (2) Critical Defects of the same type occur within 60 days at a site; OR
 - CAP is not implemented within the required timeline.

5. Reporting Requirements

- The Contractor's supervisor of Custodians at each site shall submit a Monthly Performance Report by the fifth (5th) business day of the following month to the City's designated employee, including:
 - KPI dashboard by site (QIS, RRS, SCR, SRR, RR, SS, and High-Touch Compliance if applicable)
 - Inspection results with defect logs and supporting photos
 - Service ticket log with response and resolution compliance
 - Staffing and supervision coverage records
 - Corrective actions completed and preventive actions implemented.
 - Bi-Weekly Timekeeping Report and Audit Rights **The Contractor shall submit a bi-weekly timekeeping report in electronic and/or digital format to the City's designated employee. The report must include, at minimum, each employee's name, assigned site, work date, scheduled shift, actual punch-in time, actual punch-out time, total hours worked, and any missed punches, manual adjustments, absences, substitutions, or supervisor corrections. Timekeeping records shall be generated and maintained through a digital timekeeping, payroll, workforce management, or electronic attendance tracking system capable of producing audit-ready reports upon request. The City reserves the right to audit, inspect, and review all digital and physical timekeeping records at any time, with or without prior notice, for the purpose of verifying staffing coverage, hours worked, contract compliance, and payroll accuracy. The Contractor shall provide full access to all requested records and supporting documentation, including digital timekeeping records, payroll**



reports, staffing schedules, supervisor sign-in sheets, GPS/timeclock verification if applicable, and any other records necessary to validate compliance with the Contract requirements.



SECTION 5 - PRICE PROPOSAL / BID TABLE

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

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

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

JANITORIAL SERVICES AND SUPPLIES

The hourly unit rates submitted shall include all labor, supervision, travel, equipment, tools, supplies, materials, overhead, and profit necessary to perform the work. These services are optional, shall be performed only when authorized by the City, and payment shall be based on actual hours approved and used.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
Pembroke Pines Charter East Campus Elementary School Bldg. A; M; E; L; P						
1	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	LS			
Pembroke Pines Charter Central Elementary & Middle Schools Bldg. A;E;C;M;L;Y						
2	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	LS			
Central Campus - Early Development Center Bldg. P						
3	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	LS			



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
West Campus - Buildings M; E; I; P						
4	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	LS			
Pembroke Pines Charter FSU Elementary School Bldg. A;B;C; Annex						
5	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	LS			
Charter School - Academic Village Bldg. A; C; S; M; D; U						
6	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	LS			
Janitorial Supplies						
7	Janitorial Supplies	1	LS			
Additional Services as Requested						
8	Additional Porter (Day Time)	1	HR			
9	Porter - OT (for extra events on weekends, after school etc.)	1	HR			
10	Electrostatic Spraying	1	SQ FT			
11	Toilet Paper Jumbo roll 9" Dispenser	1	EA			



Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
12	Foldable Paper Towel Dispenser	1	EA			
13	Roll Paper Towel Dispenser	1	EA			
14	Hand Soap Dispenser	1	EA			
TOTAL						



SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, July 21, 2026**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

1 CONFIRMATION TO BIND

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

Please confirm

*Response required

2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE

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

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

Please confirm

*Response required

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

Yes

No



*Response required

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

Yes

No

*Response required

When equals "Yes"

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

*Response required

When equals "No"

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

Documentation should show that:

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

*Response required

When equals "No"

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

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

*Response required

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

Yes



No

*Response required

When equals "Yes"

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

Yes

No

*Response required

3 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** 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 their contact details and specific project information.

Please note that the City prefers references who are not current employees of the City of Pembroke Pines, as we generally do not contact our own employees for reference checks.

Proposers are advised to confirm that:

- A. Each reference provided by the Respondent has up to date contact persons and contact information;
- B. The contact person provided for each reference is someone who has personal knowledge of the Proposer's performance during the referenced project; and
- C. The contact person for each reference has been contacted by the Proposer regarding this specific bid submittal and such person confirmed their willingness to serve as a reference.

3.1 Reference Contact Information - Name of Firm, City, County or Agency*

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

3.3 Reference Contact Information - Reference's Contact Name & Title*

*Response required



- 3.4 Reference Contact Information - Reference's E-mail Address*
*Response required
- 3.5 Reference Contact Information - Reference's Phone Number*
*Response required
- 3.6 Project Information - Was your firm the prime contractor for the listed project?*
- Yes
- No
- *Response required
- 3.7 Project Information - Name of Contactor Performing the Work*
*Response required
- 3.8 Project Information - Name and location of the project*
*Response required
- 3.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*
*Response required
- 3.10 Project Information - Project Duration*
*Response required
- 3.11 Project Information - Completion (Anticipated) Date*
*Response required
- 3.12 Project Information - Size of Project*
*Response required
- 3.13 Project Information - Cost of Project*
*Response required
- 4 REFERENCE # 2**
- 4.1 Reference Contact Information - Name of Firm, City, County or Agency*
*Response required
- 4.2 Reference Contact Information - Reference's Business Address*
*Response required
- 4.3 Reference Contact Information - Reference's Contact Name & Title*
*Response required
- 4.4 Reference Contact Information - Reference's E-mail Address*
*Response required
- 4.5 Reference Contact Information - Reference's Phone Number*
*Response required



- 4.6 Project Information - Was your firm the prime contractor for the listed project?*
- Yes
- No

*Response required

- 4.7 Project Information - Name of Contactor Performing the Work*
- *Response required

- 4.8 Project Information - Name and location of the project*
- *Response required

- 4.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*
- *Response required

- 4.10 Project Information - Project Duration*
- *Response required

- 4.11 Project Information - Completion (Anticipated) Date*
- *Response required

- 4.12 Project Information - Size of Project*
- *Response required

- 4.13 Project Information - Cost of Project*
- *Response required

5 REFERENCE # 3

- 5.1 Reference Contact Information - Name of Firm, City, County or Agency*
- *Response required

- 5.2 Reference Contact Information - Reference's Business Address*
- *Response required

- 5.3 Reference Contact Information - Reference's Contact Name & Title*
- *Response required

- 5.4 Reference Contact Information - Reference's E-mail Address*
- *Response required

- 5.5 Reference Contact Information - Reference's Phone Number*
- *Response required

- 5.6 Project Information - Was your firm the prime contractor for the listed project?*
- Yes
- No

*Response required



- 5.7 Project Information - Name of Contactor Performing the Work*
*Response required
- 5.8 Project Information - Name and location of the project*
*Response required
- 5.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*
*Response required
- 5.10 Project Information - Project Duration*
*Response required
- 5.11 Project Information - Completion (Anticipated) Date*
*Response required
- 5.12 Project Information - Size of Project*
*Response required
- 5.13 Project Information - Cost of Project*
*Response required

6 REFERENCE # 4

- 6.1 Reference Contact Information - Name of Firm, City, County or Agency
- 6.2 Reference Contact Information - Reference's Business Address
- 6.3 Reference Contact Information - Reference's Contact Name & Title
- 6.4 Reference Contact Information - Reference's E-mail Address
- 6.5 Reference Contact Information - Reference's Phone Number
- 6.6 Project Information - Was your firm the prime contractor for the listed project?
 Yes
 No
- 6.7 Project Information - Name of Contactor Performing the Work
- 6.8 Project Information - Name and location of the project
- 6.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 6.10 Project Information - Project Duration
- 6.11 Project Information - Completion (Anticipated) Date
- 6.12 Project Information - Size of Project
- 6.13 Project Information - Cost of Project

7 REFERENCE # 5



- 7.1 Reference Contact Information - Name of Firm, City, County or Agency
- 7.2 Reference Contact Information - Reference's Business Address
- 7.3 Reference Contact Information - Reference's Contact Name & Title
- 7.4 Reference Contact Information - Reference's E-mail Address
- 7.5 Reference Contact Information - Reference's Phone Number
- 7.6 Project Information - Was your firm the prime contractor for the listed project?
- Yes
- No
- 7.7 Project Information - Name of Contactor Performing the Work
- 7.8 Project Information - Name and location of the project
- 7.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 7.10 Project Information - Project Duration
- 7.11 Project Information - Completion (Anticipated) Date
- 7.12 Project Information - Size of Project
- 7.13 Project Information - Cost of Project

8 PROJECT DOCUMENTS

- 8.1 PROPOSERS BACKGROUND INFORMATION FORM*
- a. Please download the attached document, complete all required fields, and upload the completed form here.
- [Proposers Background Inform...](#)

*Response required

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

- 9.1 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*
- a. Please download the attached document, complete all required fields, and upload the completed form here.
- [Sworn Statement on Public E...](#)

*Response required

- 9.2 Public Entity Crimes Status*
- Which option did you select on the Sworn Statement on Public Entity Crimes Form:
 - A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.



- B1) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- B2) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- B3) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

*Response required

9.3 Did you select option B1 or B2 above?*

- Yes
- No

*Response required

When equals "Yes"



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

*Response required

9.4 Did you select option B3 above?*

Yes

No

*Response required

When equals "Yes"

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

*Response required

10 DRUG-FREE WORKPLACE CERTIFICATION

10.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION FORM*

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

- [Vendor Drug-Free Workplace ...](#)

*Response required

10.2 Drug-Free Status*

Complies fully.

Does not comply.

*Response required

11 STANDARD DOCUMENTS

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

11.1 NON-COLLUSIVE AFFIDAVIT*

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

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

*Response required



11.2 SCRUTINIZED COMPANY CERTIFICATION*

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

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

*Response required

11.3 E-VERIFY SYSTEM CERTIFICATION*

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

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

*Response required

11.4 HUMAN TRAFFICKING AFFIDAVIT*

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

- [Human Trafficking Affidavit...](#)

*Response required

12 VENDOR REGISTRATION

12.1 Do you currently have a City of Pembroke Pines Vendor Number registered in the PaymentWorks System?*

- The City of Pembroke Pines utilizes OpenGov as its e-Procurement platform for solicitation and bid submission purposes. However, please be advised that **vendor registration for onboarding and processing payments is handled separately** through the City's Accounts Payable Division using **PaymentWorks**, a secure online vendor management platform.
- All vendors that will be submitting invoices and requiring payments from the City are required to register on the PaymentWorks platform. If the vendor is not currently



registered with the City via PaymentWorks and does not have a Vendor Number, the City will have to invite the vendor to register.

- For formal solicitations such as this project, the Procurement Department will send PaymentWorks registration invitations to vendor(s) who are under active consideration for award. Please be aware that not all vendors who submit proposals will receive an invitation, in order to manage system usage and avoid onboarding vendors who are unlikely to receive payments from the City.
- Invitations will typically be sent to the contact listed on the submitted Vendor Information Form.

Yes

No

*Response required

When equals "Yes"

12.1.1 What is your Vendor Number?*

*Response required

12.2 VENDOR INFORMATION FORM*

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

- [Vendor Information Form.pdf](#)

*Response required

12.3 FORM W-9 (REVISED MARCH 2024)*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

- [Form W-9 \(Rev March 2024\).pdf](#)

*Response required

13 OPTIONAL DOCUMENTATION

13.1 TRADE SECRETS

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



connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

13.2 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.

13.3 ALTERNATIVES

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

13.4 ADDITIONAL INFORMATION

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

13.5 PROFESSIONAL LICENSES

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

14 VENDOR CLASSIFICATION

14.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*

- a. The evaluation of competitive bids is subject to section 35.36 of the City’s Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. “**Local Pembroke Pines Vendor**” shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or



proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;

2. **“Local Broward County Vendor”** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

Yes

No

*Response required

When equals "Yes"

14.1.1 Please indicate your Local Vendor Status*

Local Pembroke Pines Vendor (LPPV)

Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

14.1.2 Local Vendor Preference Certification*

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

- [Local Vendor Preference Cer...](#)

*Response required

When equals "Yes"



14.1.3 Local Business Tax Receipts*

1. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

*Response required

14.2 Is your firm a Veteran Owned Small Business (VOSB)?*

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

Yes

No

*Response required

When equals "Yes"

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

When equals "Yes"

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

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

Yes

No

*Response required

When equals "Yes"

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

Select all that apply

African-American MBE

Asian-American MBE

Hispanic-American MBE



- Native-American MBE
- Other option not listed above

*Response required

When equals "Yes"

14.3.2 MBE Certification Documentation*

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

*Response required

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

- Yes
- No

*Response required

When equals "Yes"

14.4.1 WMBE Certification Documentation*

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

*Response required

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

- Yes
- No

*Response required

When equals "Yes"

14.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

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

*Response required

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

- Yes
- No



*Response required

When equals "Yes"

14.6.1 SBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

14.7.1 CBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

14.8.1 DBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"



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

*Response required



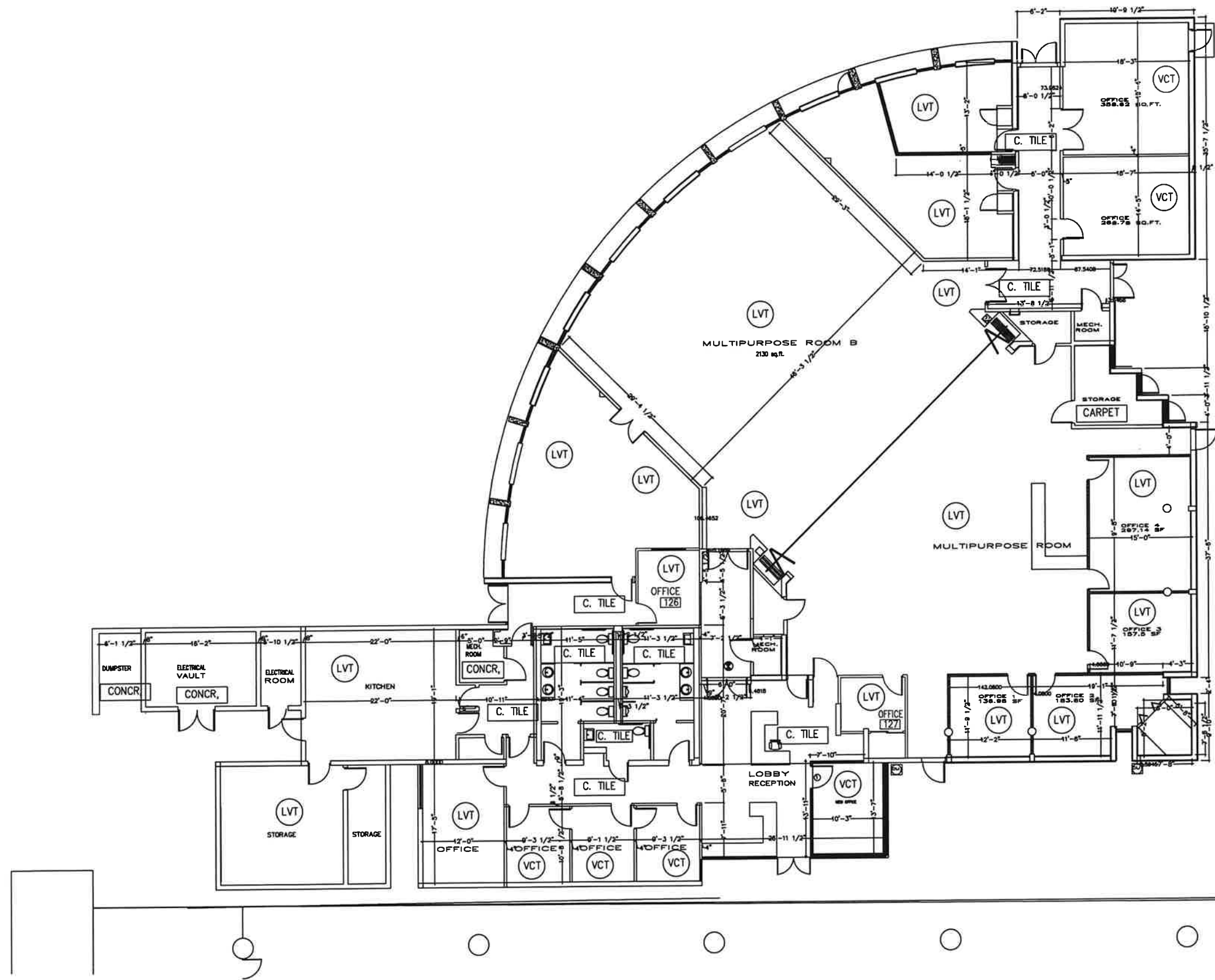
SECTION 7 - EVALUATION & SELECTION PROCESS

7.1 Qualifying & Selecting Firms

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

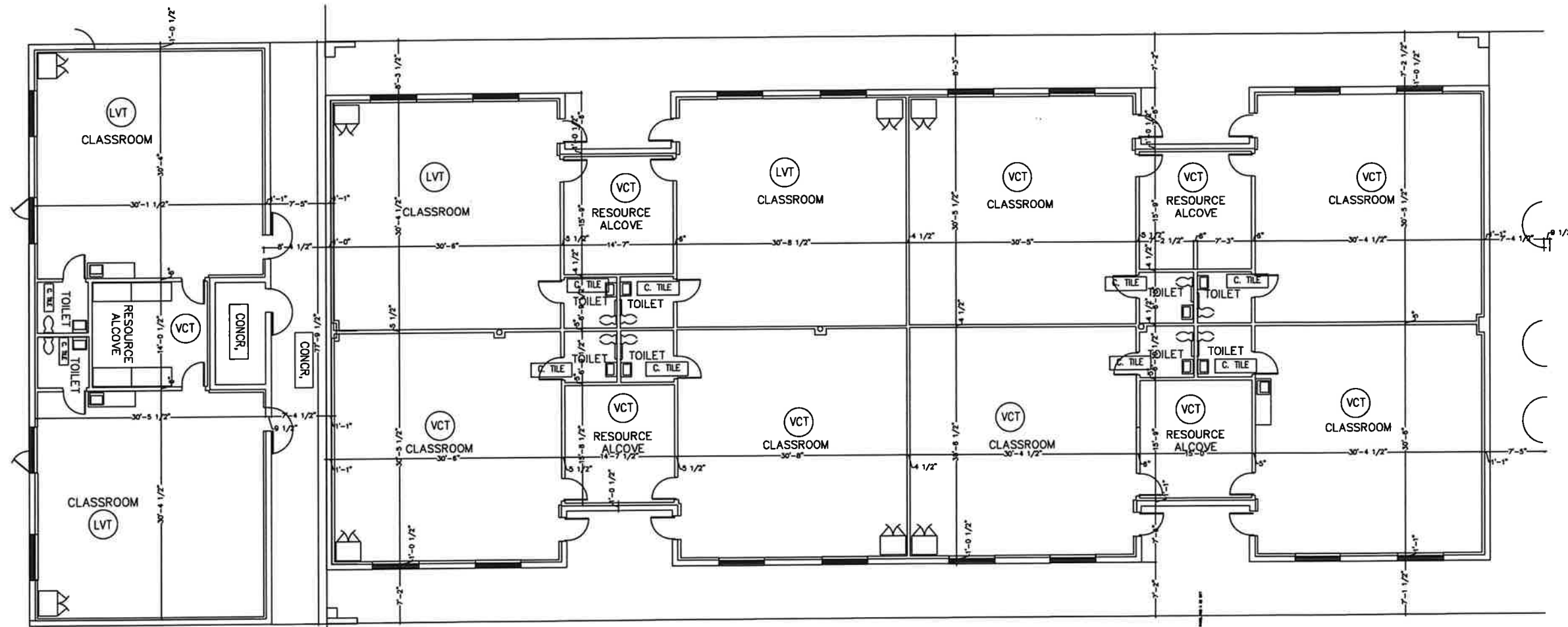


CITY OF PEMBROKE PINES
EAST CAMPUS CHARTER SCHOOL



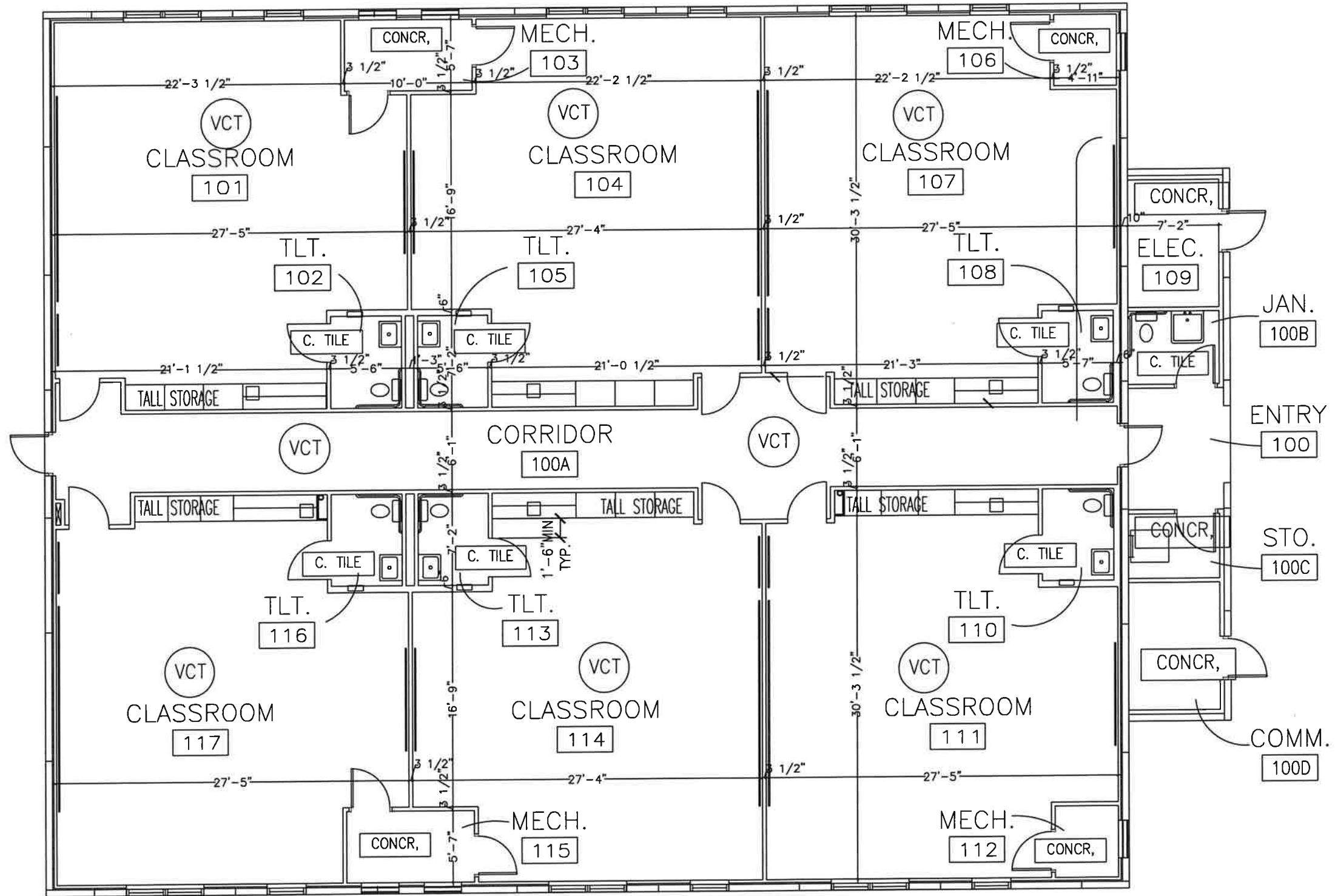
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(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

ADMINISTRATION BUILDING
EAST CAMPUS CHARTER SCHOOL

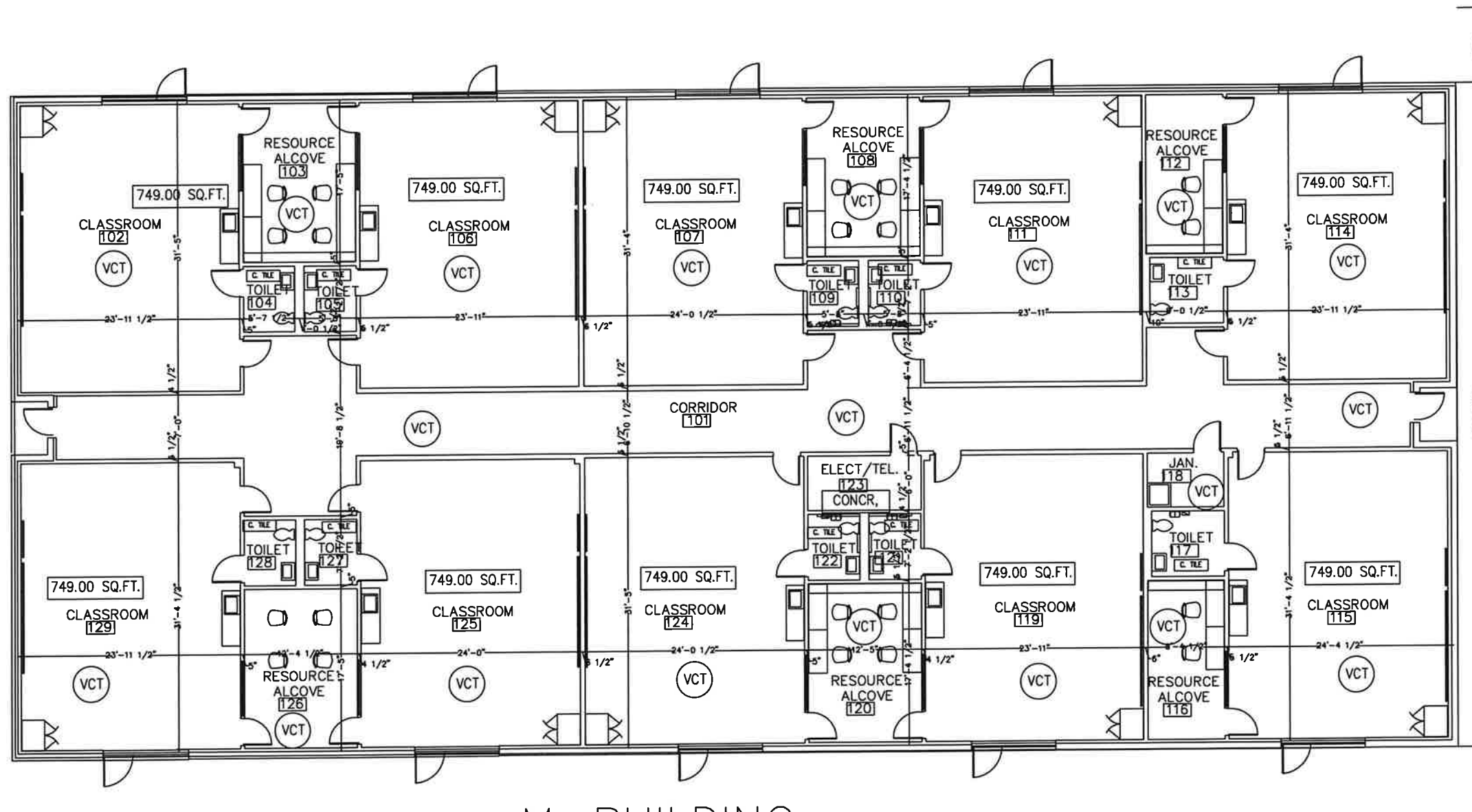


SYMBOLS	
	VINYL COMP TILE
	LUXURY TILE
	LUXURY TILE
	CARPET
	CONC. TILE
	MATTED RUBBER FLOOR

K-2 BUILDING
EAST CAMPUS CHARTER SCHOOL

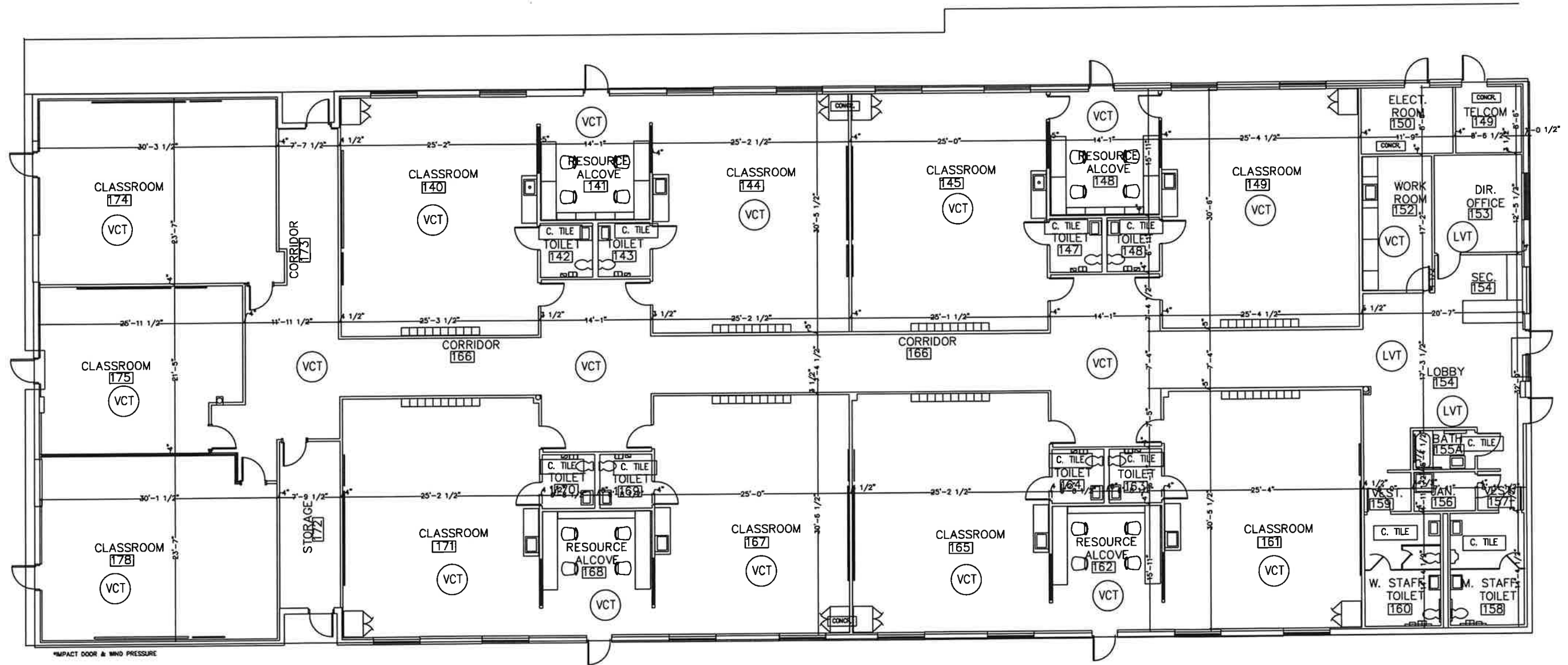


L- BUILDING PRE-K
EAST CAMPUS CHARTER SCHOOL



M-BUILDING
EAST CAMPUS CHARTER SCHOOL

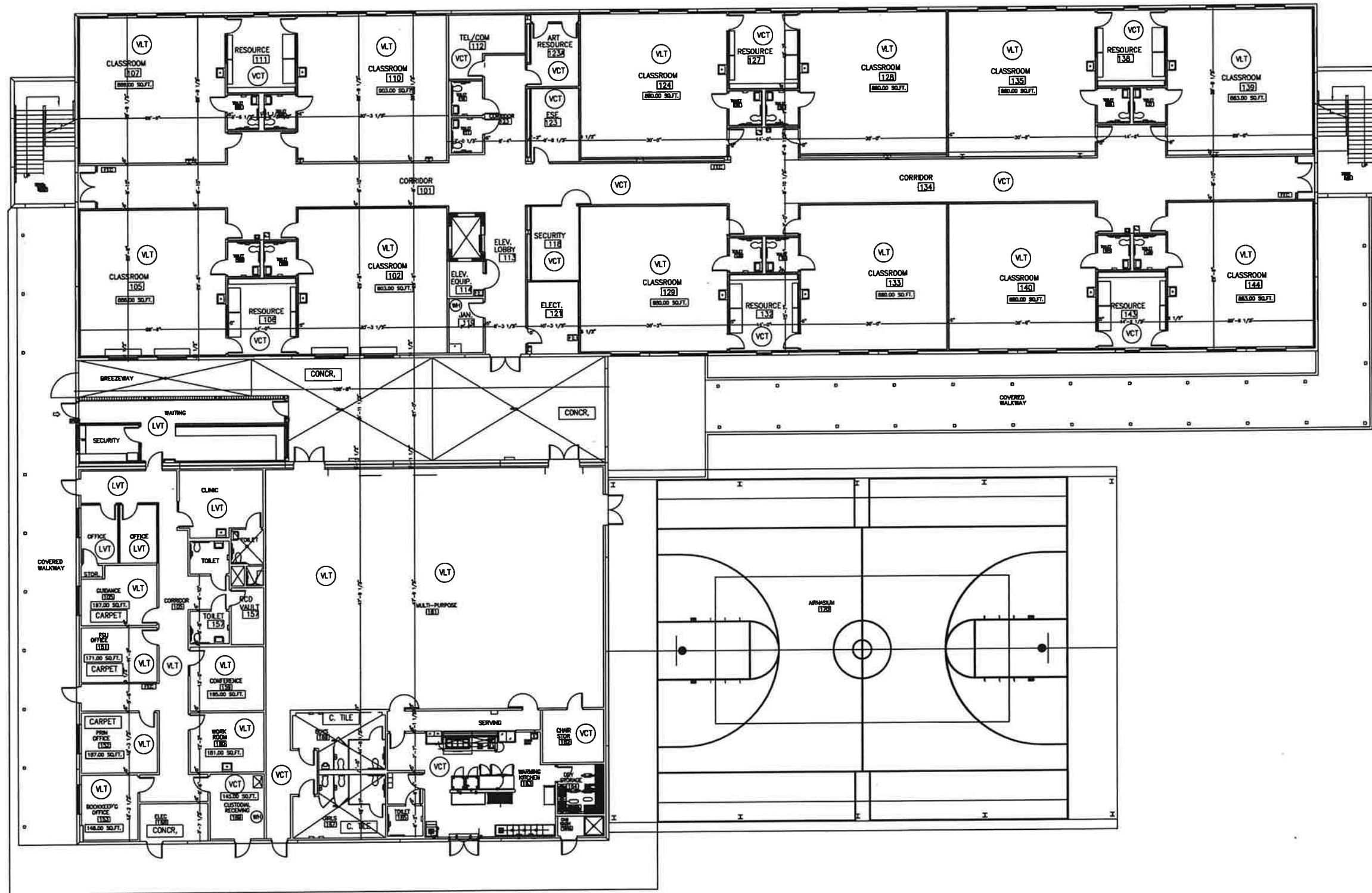
SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR



P- BUILDING
EAST CAMPUS CHARTER SCHOOL

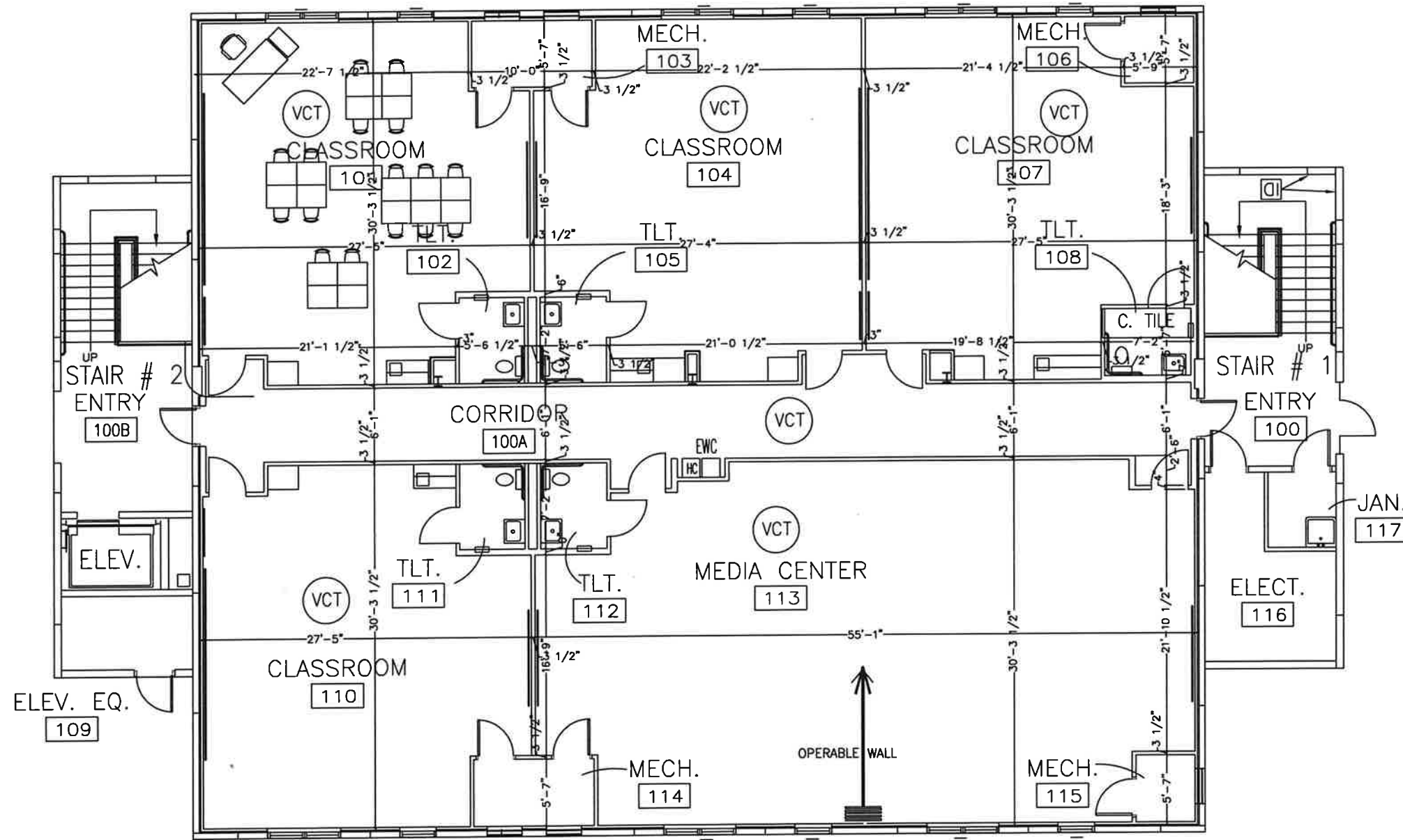


CITY OF PEMBROKE PINES
PEMBROKE SHORES SCHOOL (FSU)



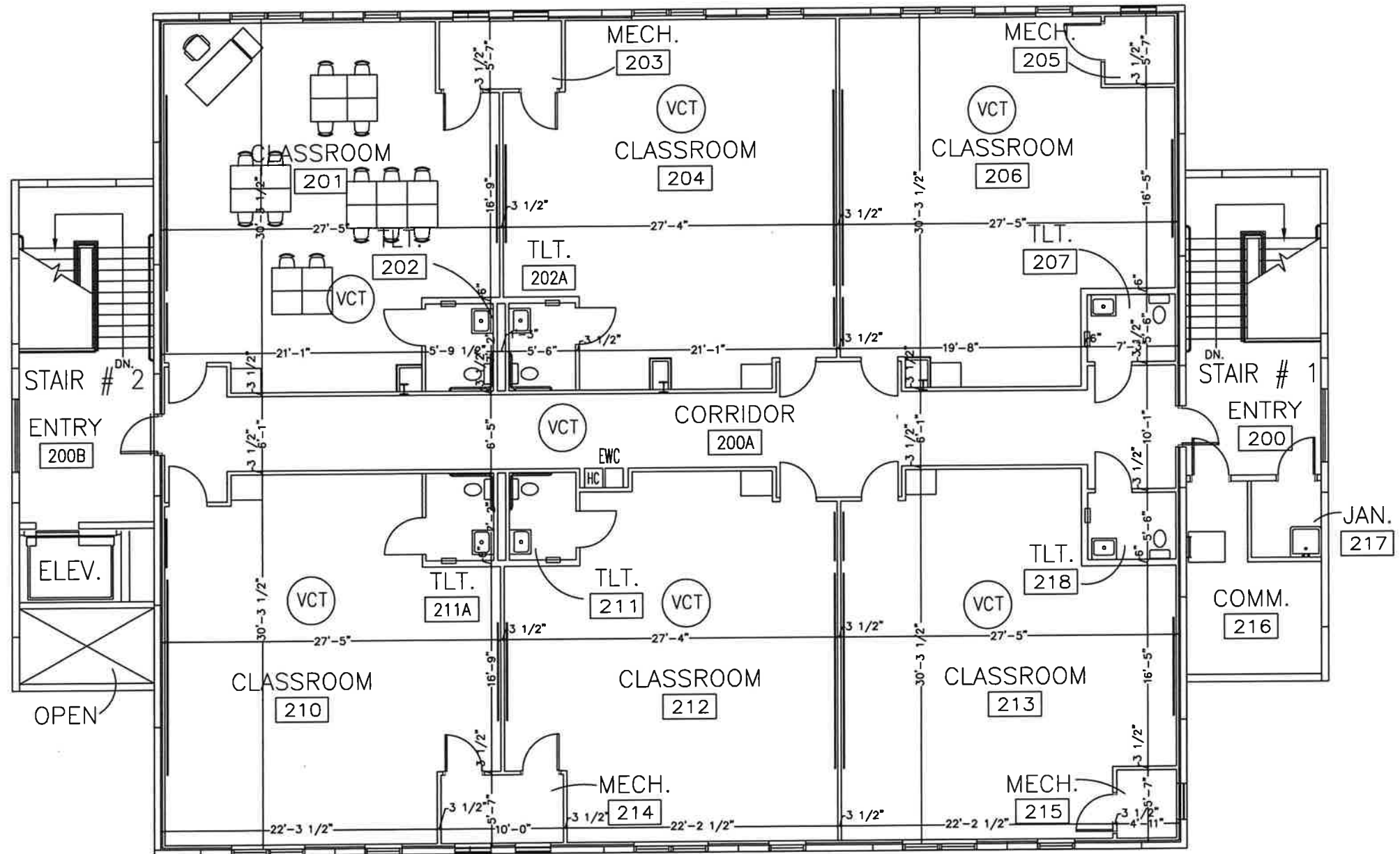
SYMBOLS	
(VCT)	VINYL COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

ADMINISTRATION / K-5
 1ST FLOOR
 PEMBROKE SHORE SCHOOL (FSU)



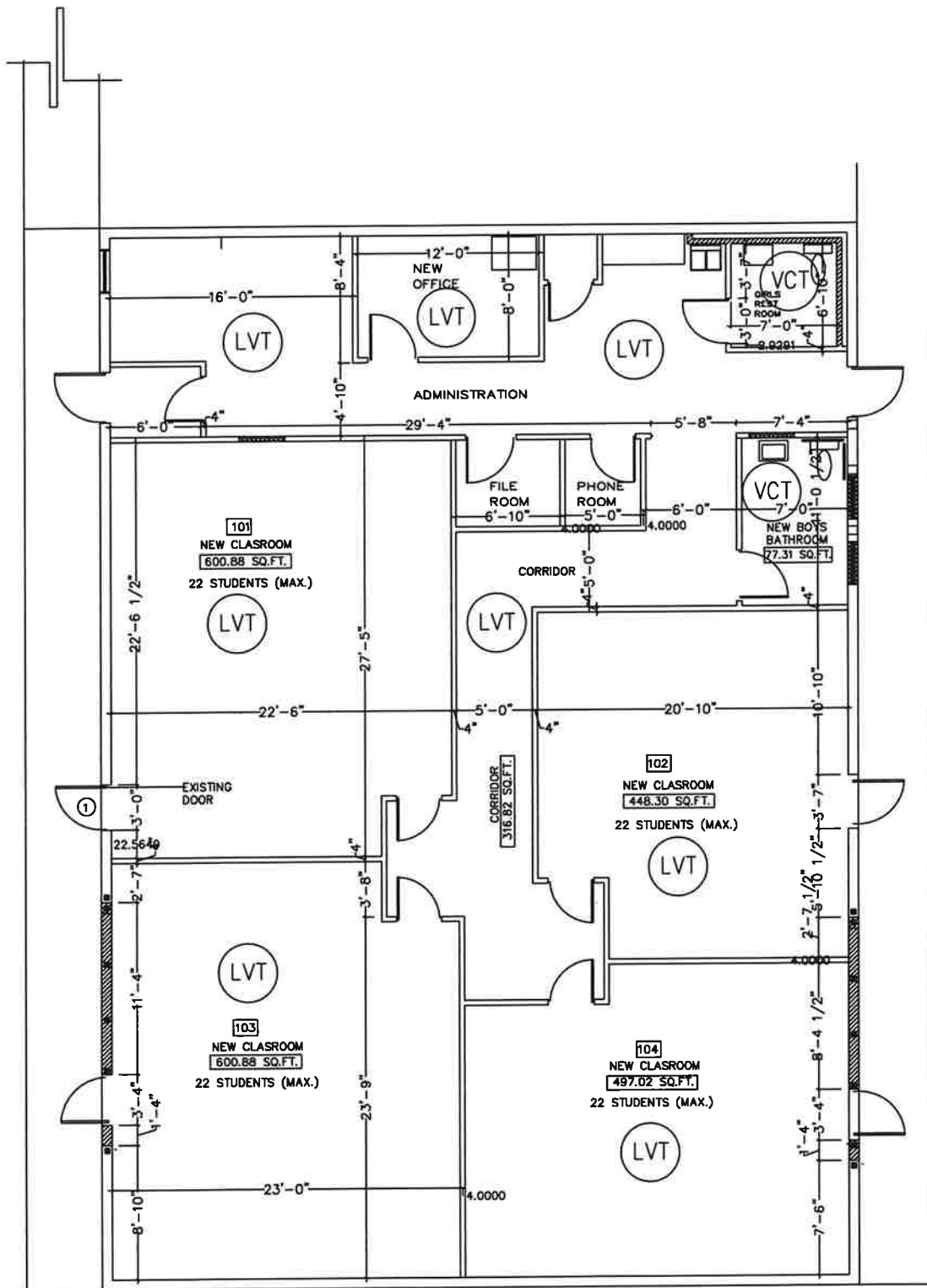
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(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

C-BUILDING
 1ST FLOOR
 PEMBROKE SHORE SCHOOL (FSU)



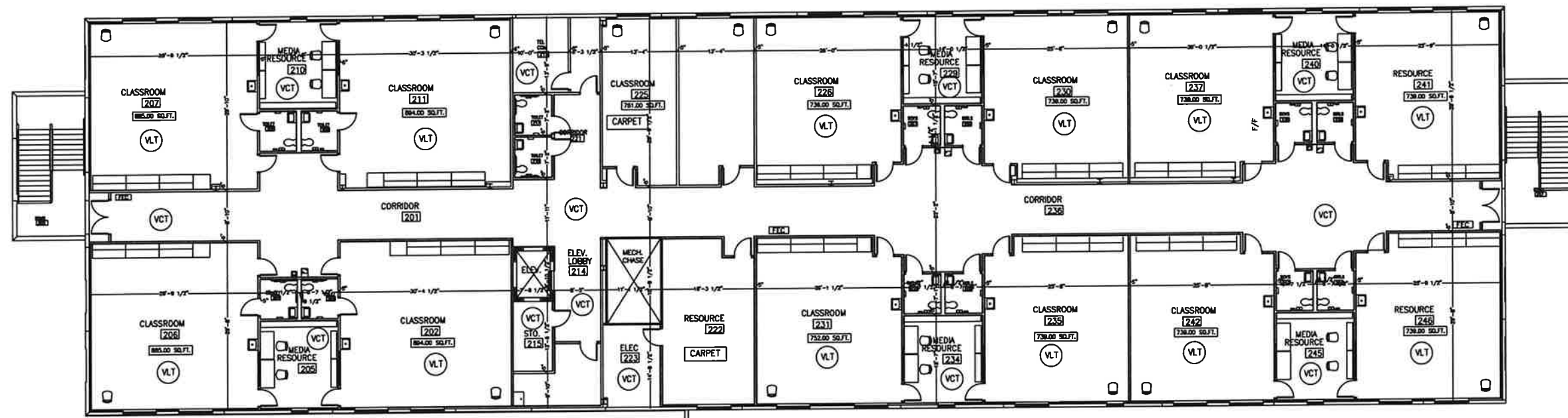
SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

C-BUILDING
 2ND FLOOR
 PEMBROKE SHORE SCHOOL (FSU)



SYMBOLS	
	VINYLE COMP TILE
	LUXURY TILE
	LUXURY TILE
	CARPET
	CONC. TILE
	MATTED RUBBER FLOOR

D-BUILDING
PEMBROKE SHORE SCHOOL (FSU)

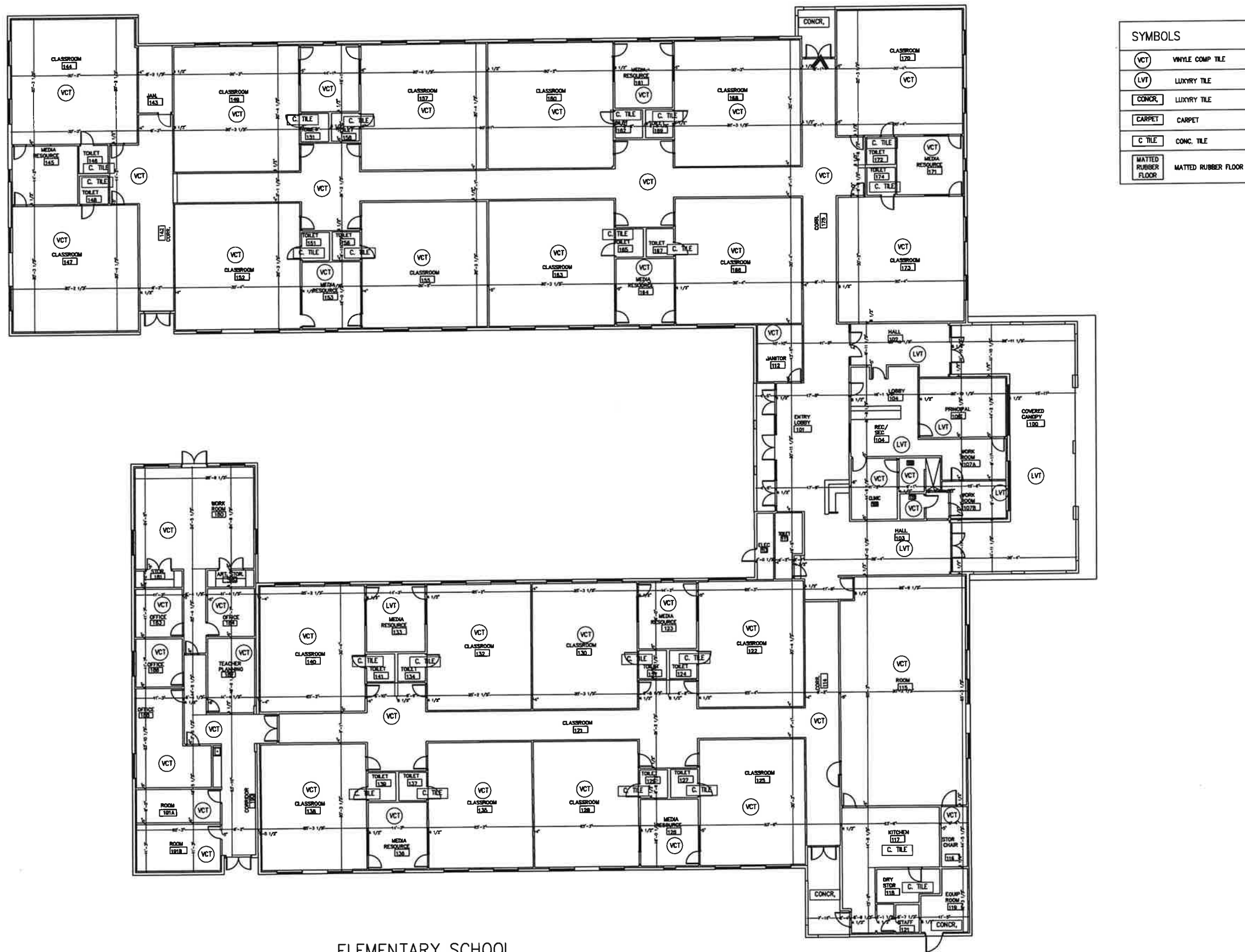


SYMBOLS	
(VCT)	VINYL COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

K-5
2ND FLOOR
PEMBROKE SHORE SCHOOL (FSU)

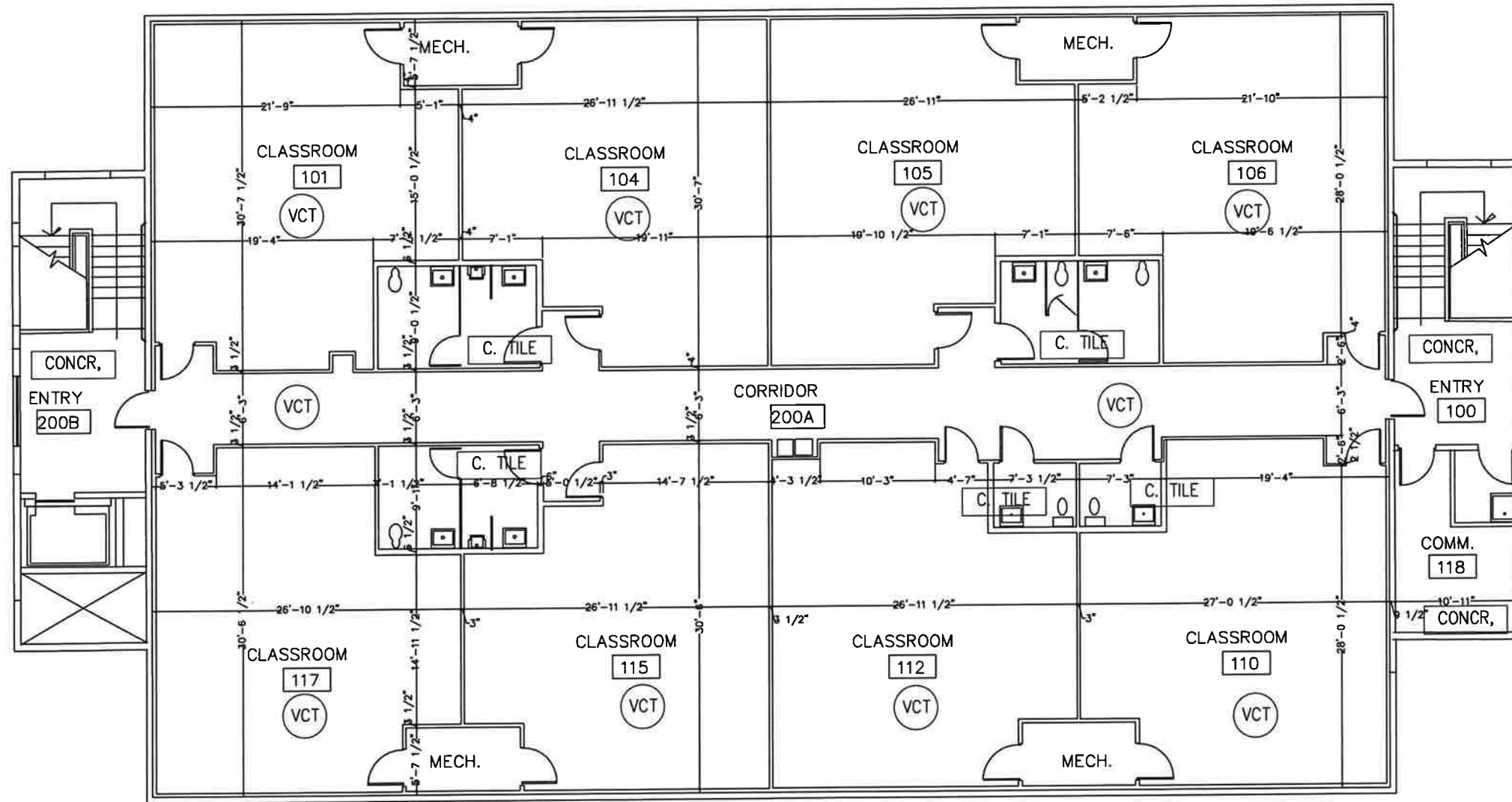


CITY OF PEMBROKE PINES
WEST CAMPUS CHARTER SCHOOL



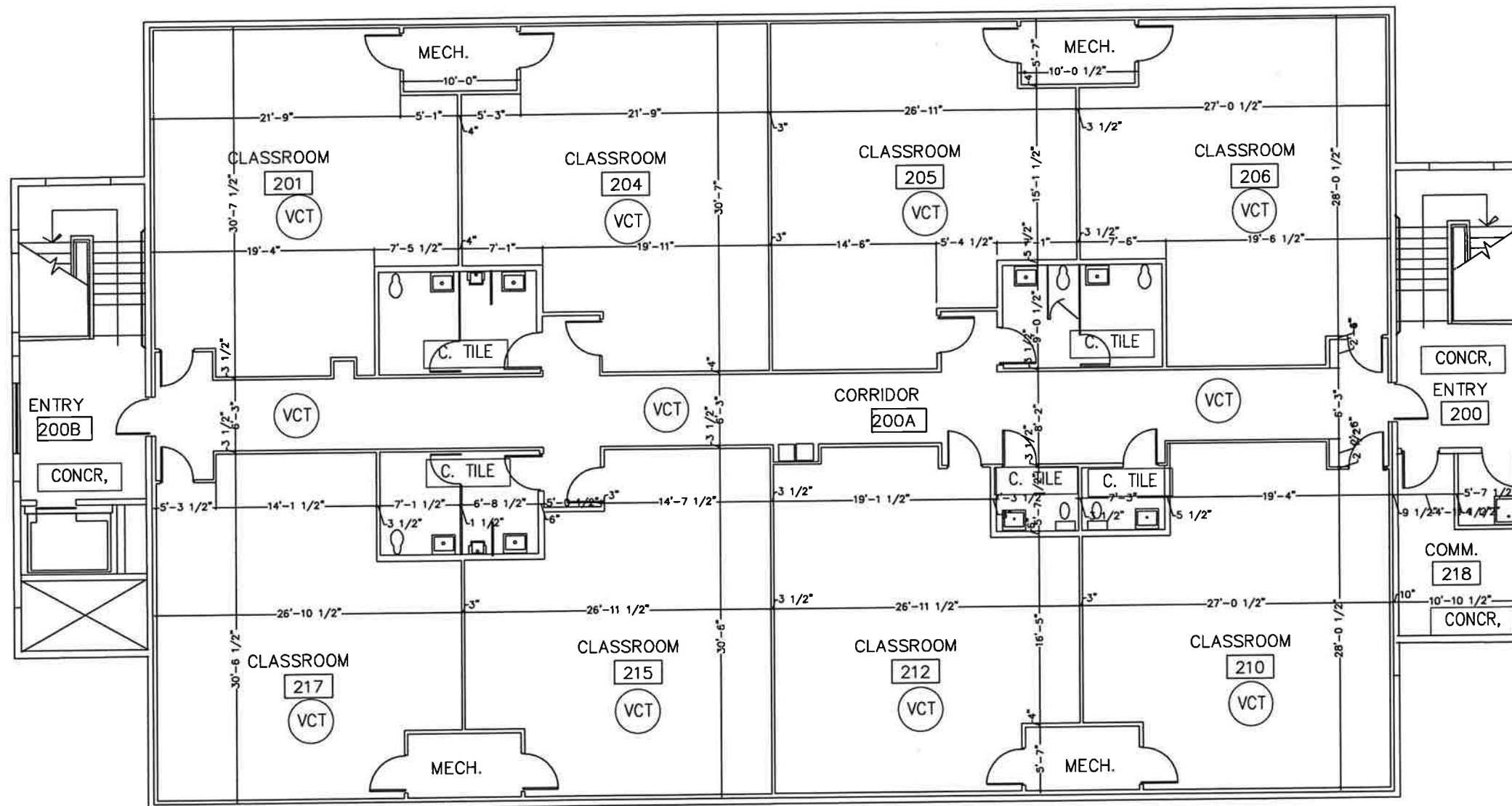
SYMBOLS	
(VCT)	VINYL COMP TILE
(LVT)	LUXURY TILE
CONCR	LUXURY TILE
CARPET	CARPET
C. TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

ELEMENTARY SCHOOL
WEST CAMPUS CHARTER SCHOOL



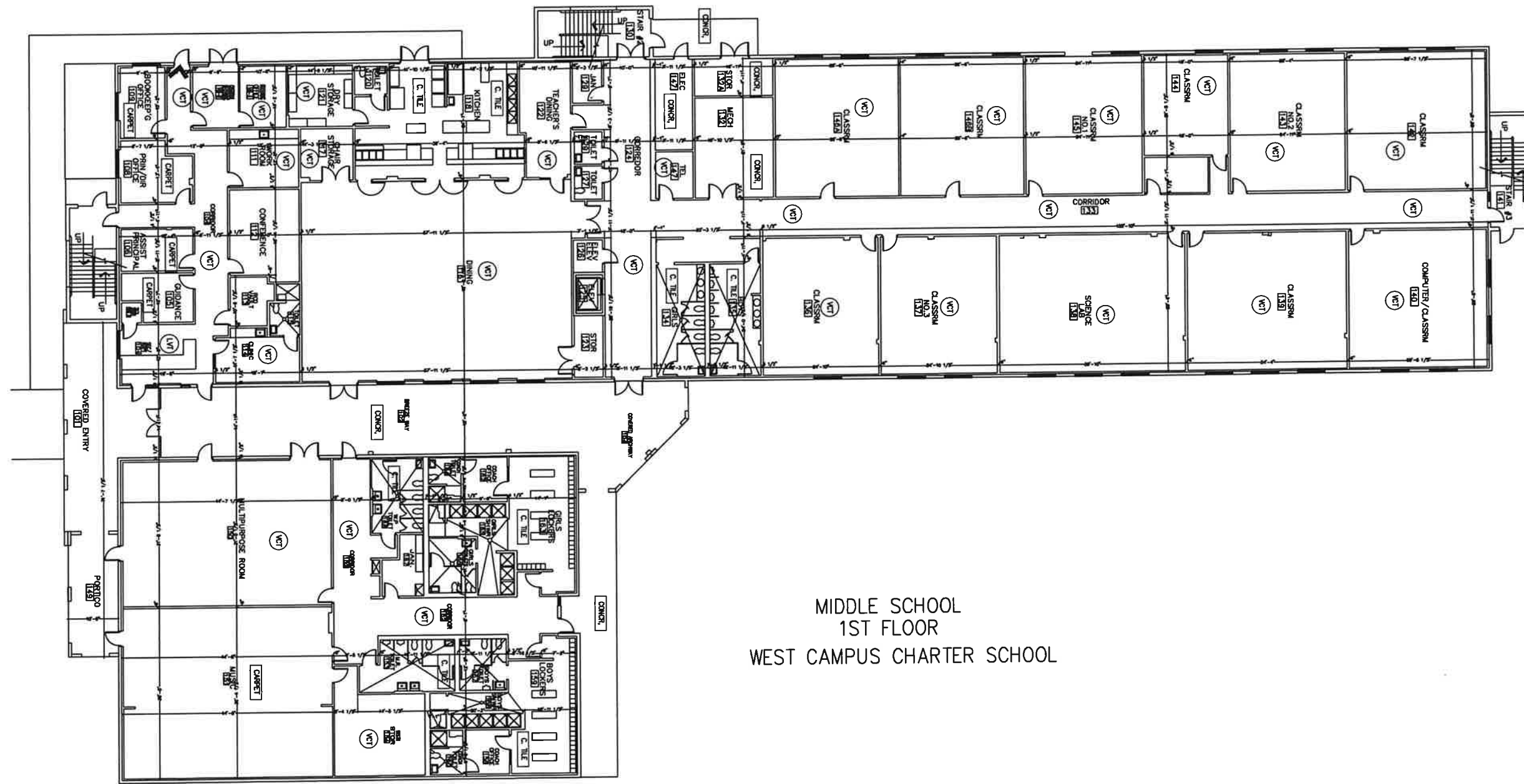
SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR,	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

I BUILDING
 1ST FLOOR
 WEST CAMPUS CHARTER SCHOOL



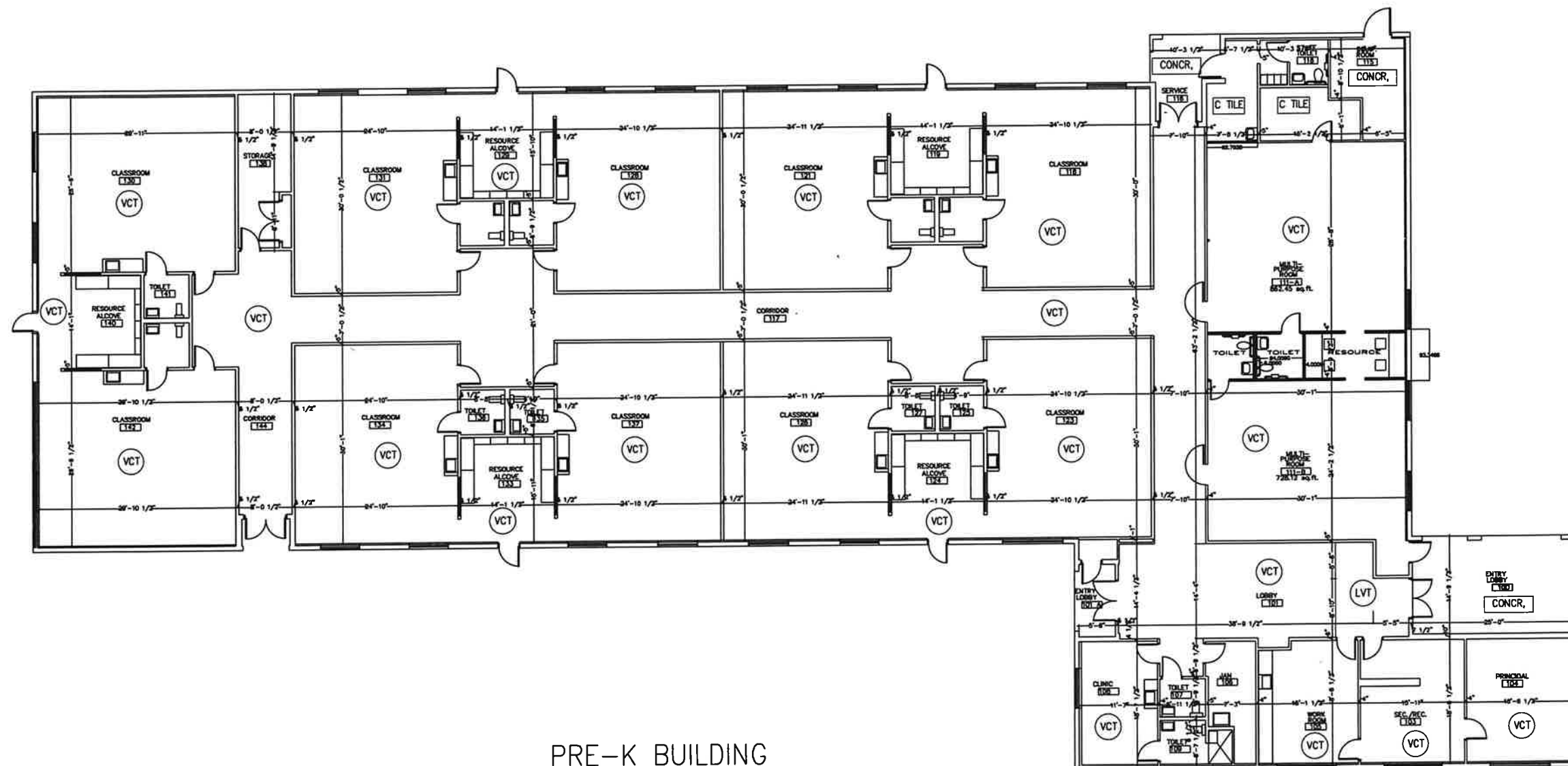
SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR,	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

I BUILDING
 2ND FLOOR
 WEST CAMPUS CHARTER SCHOOL



MIDDLE SCHOOL
1ST FLOOR
WEST CAMPUS CHARTER SCHOOL

SYMBOLS	
(VCT)	VINYL COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C. TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

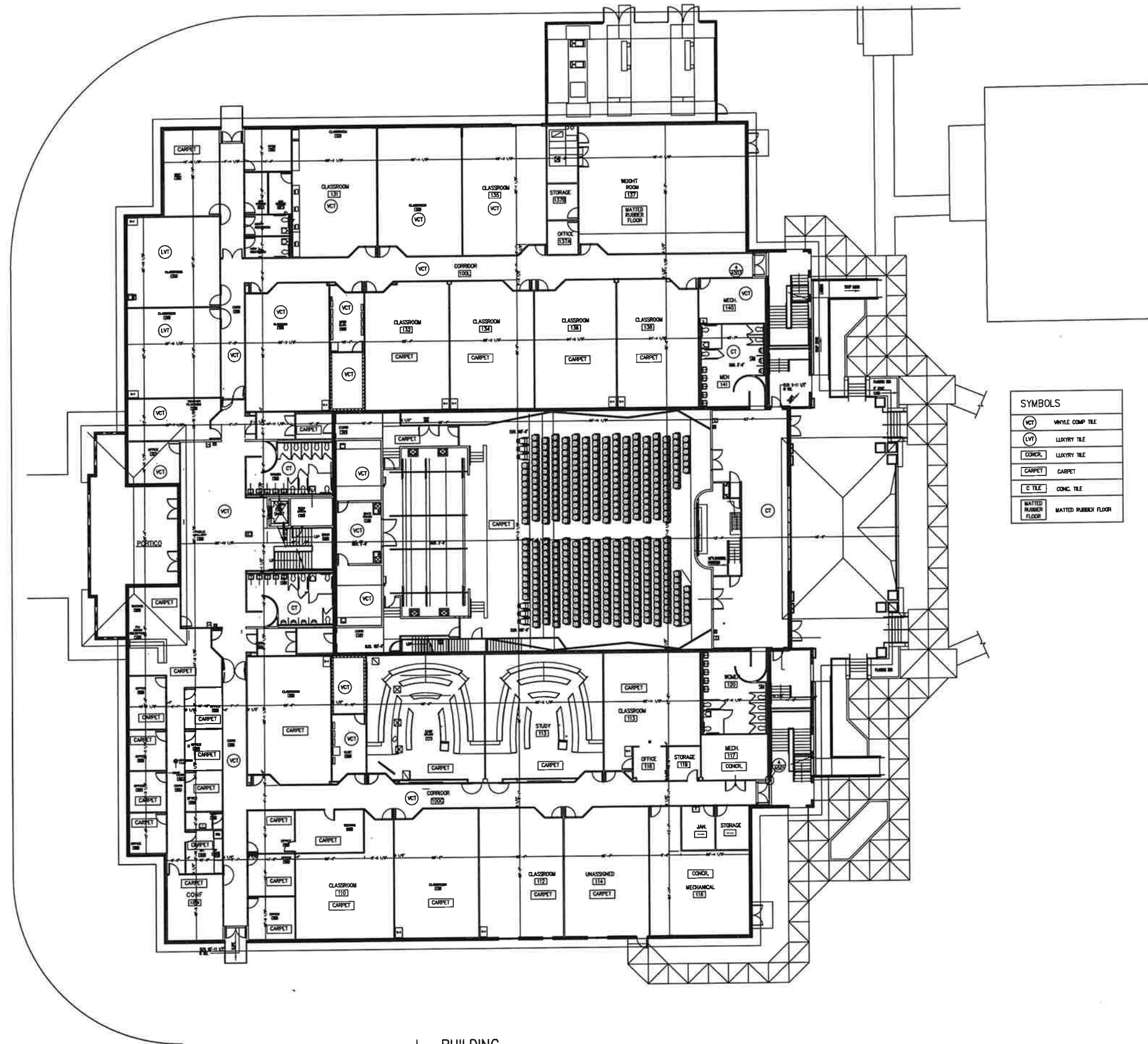


SYMBOLS	
	VINYLE COMP TILE
	LUXURY TILE
	LUXURY TILE
	CARPET
	CONC. TILE
	MATTED RUBBER FLOOR

PRE-K BUILDING
WEST CAMPUS CHARTER SCHOOL

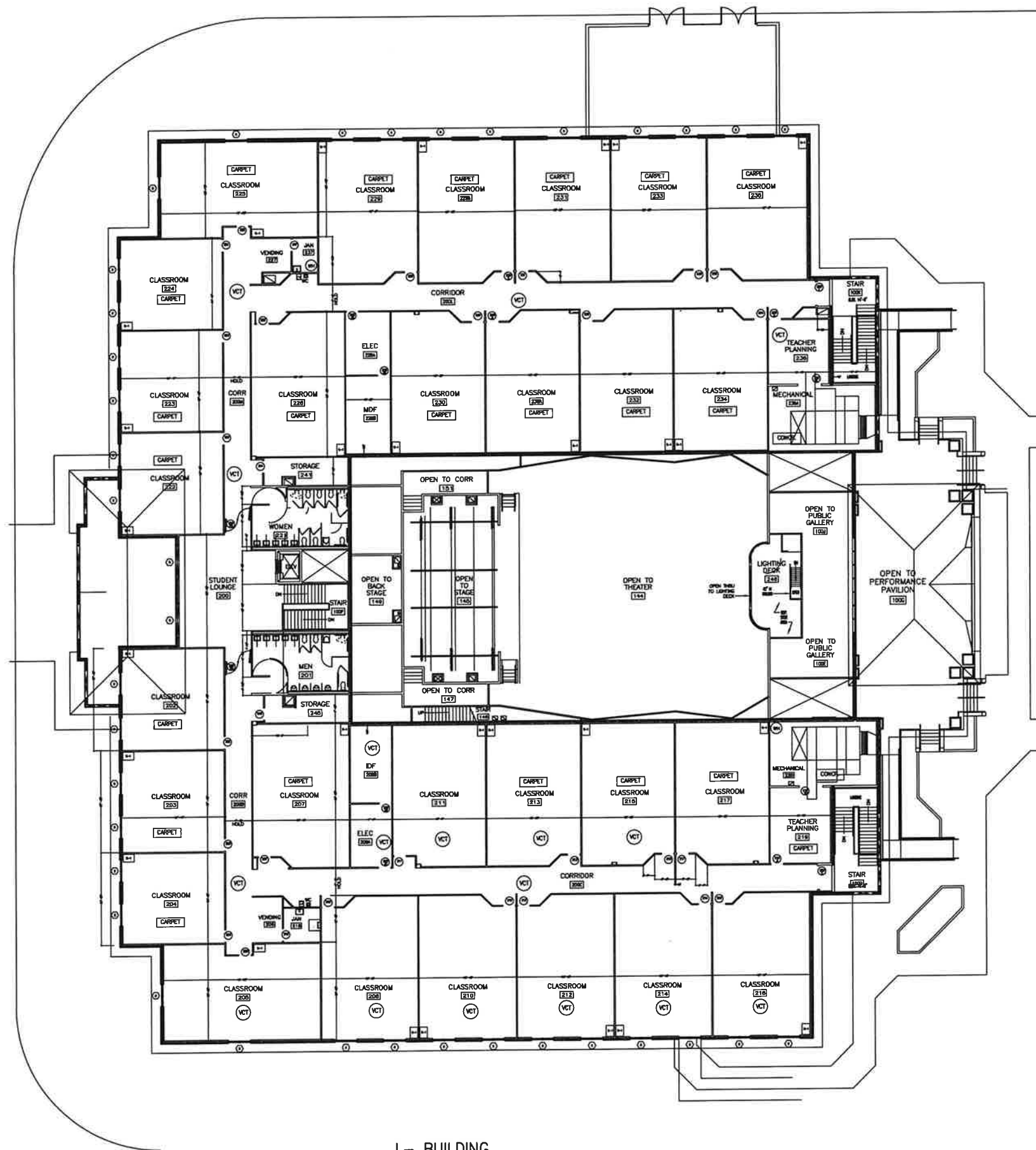


CITY OF PEMBROKE PINES
ACADEMIC VILLAGE



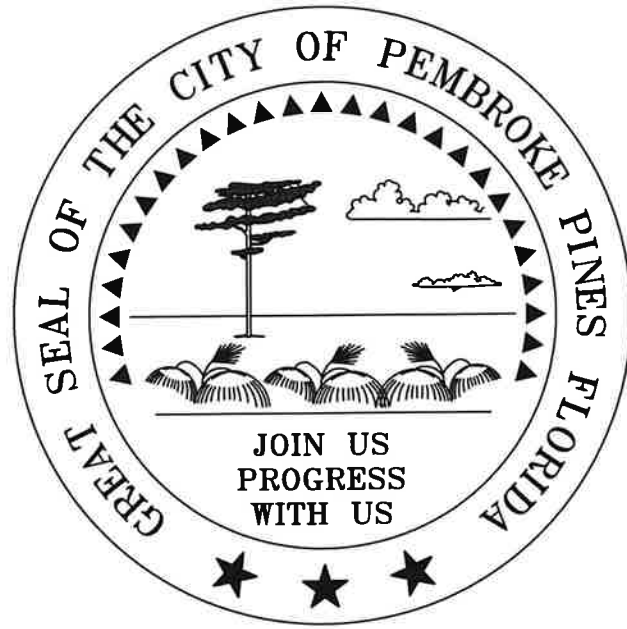
SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

L- BUILDING
1ST FLOOR
ACADEMIC VILLAGE

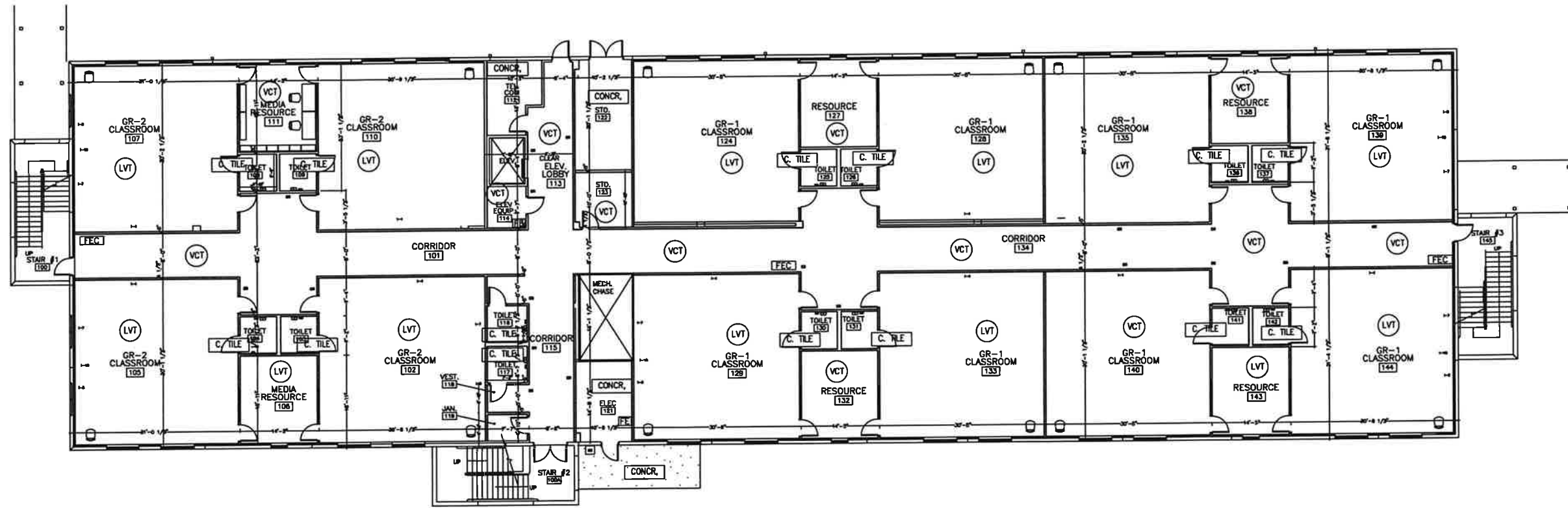


SYMBOLS	
(VCT)	WHITE COMP TILE
(LVT)	LUXURY TILE
(CONCR)	LUXURY TILE
(CARPET)	CARPET
(C TILE)	CONC. TILE
(MATTED RUBBER FLOOR)	MATTED RUBBER FLOOR

L- BUILDING
2ND FLOOR
ACADEMIC VILLAGE

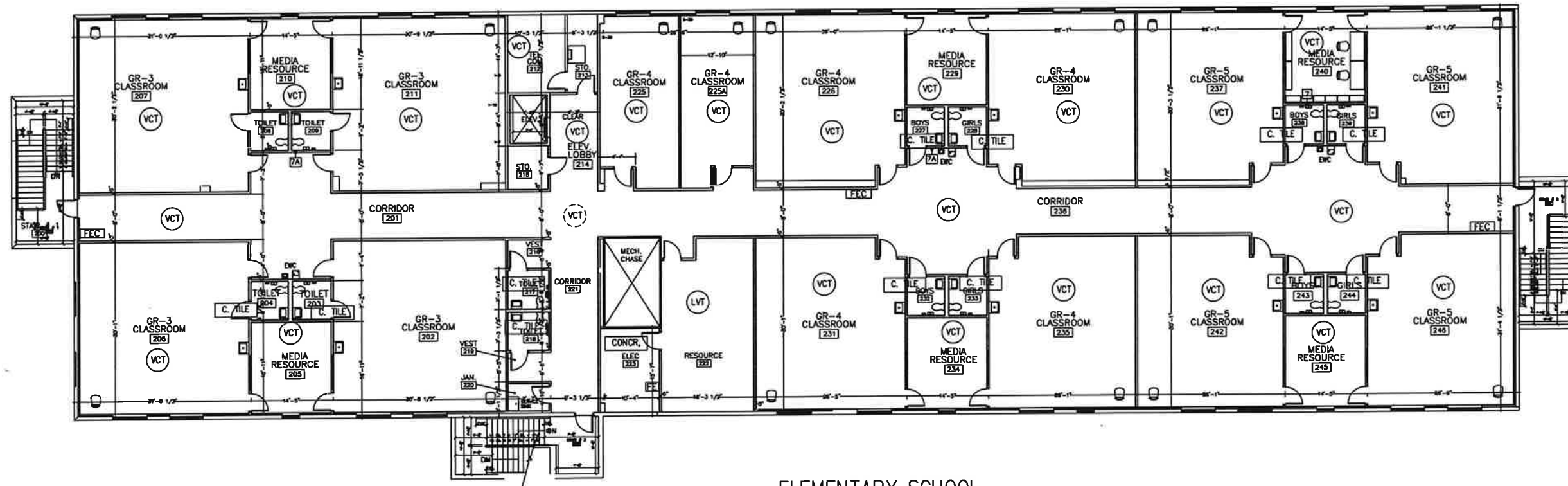


CITY OF PEMBROKE PINES
CENTRAL CAMPUS CHARTER SCHOOL



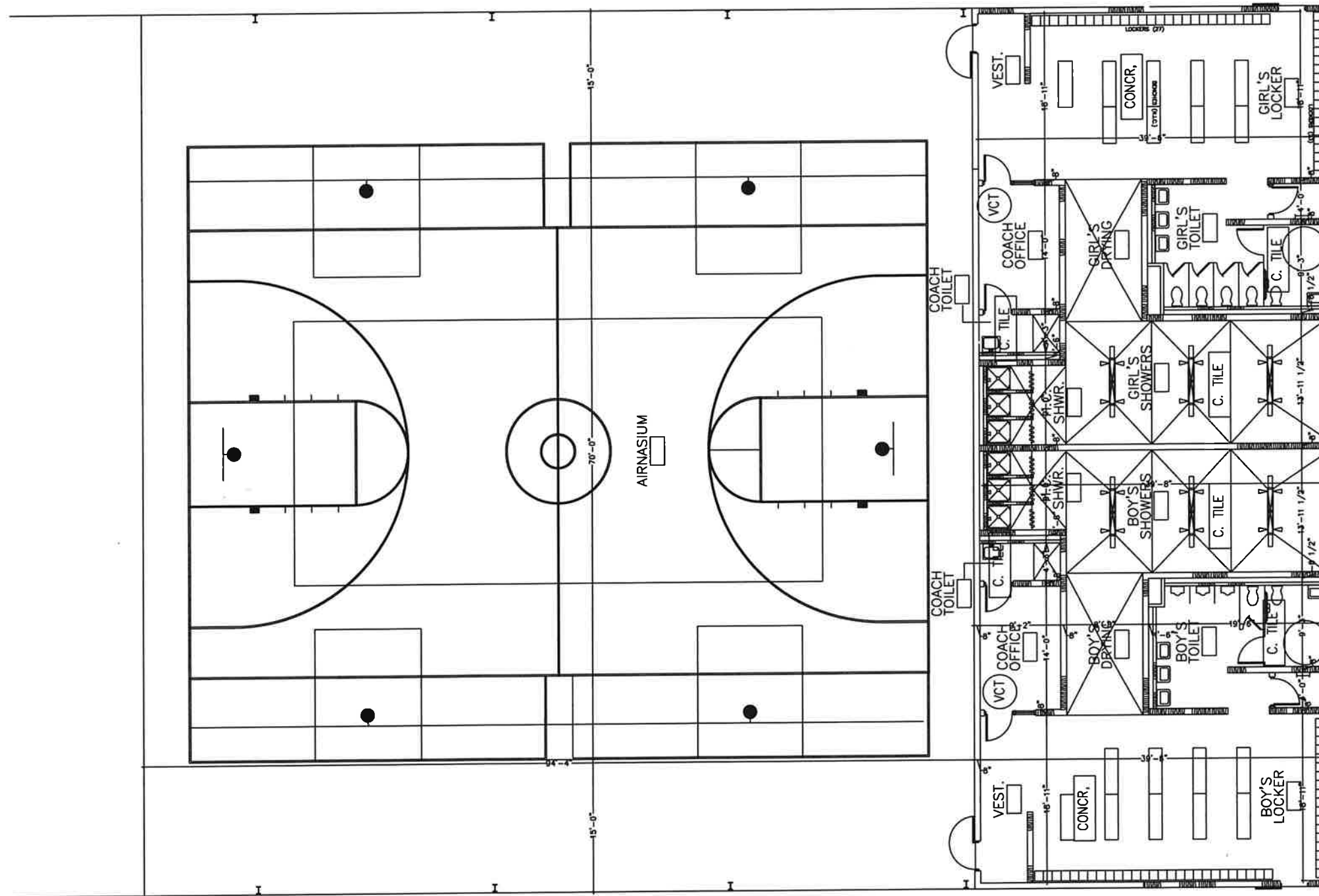
SYMBOLS	
(VCT)	VINYL COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

ELEMENTARY SCHOOL
 1ST FLOOR
 CENTRAL CAMPUS CHARTER SCHOOL



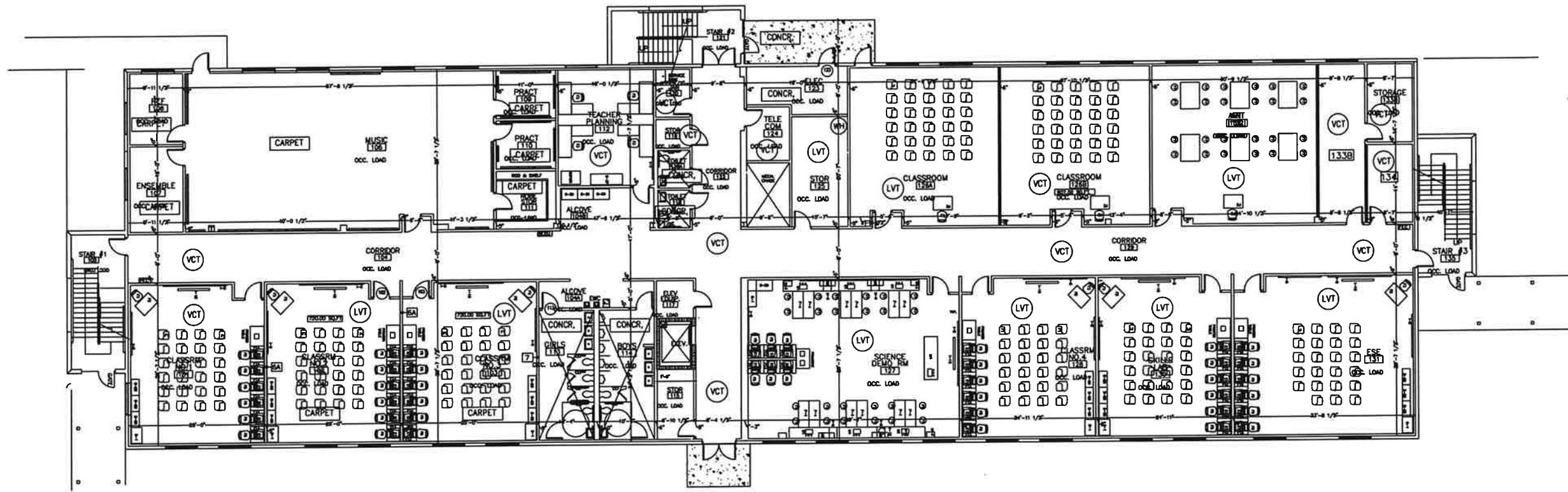
SYMBOLS	
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(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C. TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

ELEMENTARY SCHOOL
 2ND FLOOR
 CENTRAL CAMPUS CHARTER SCHOOL



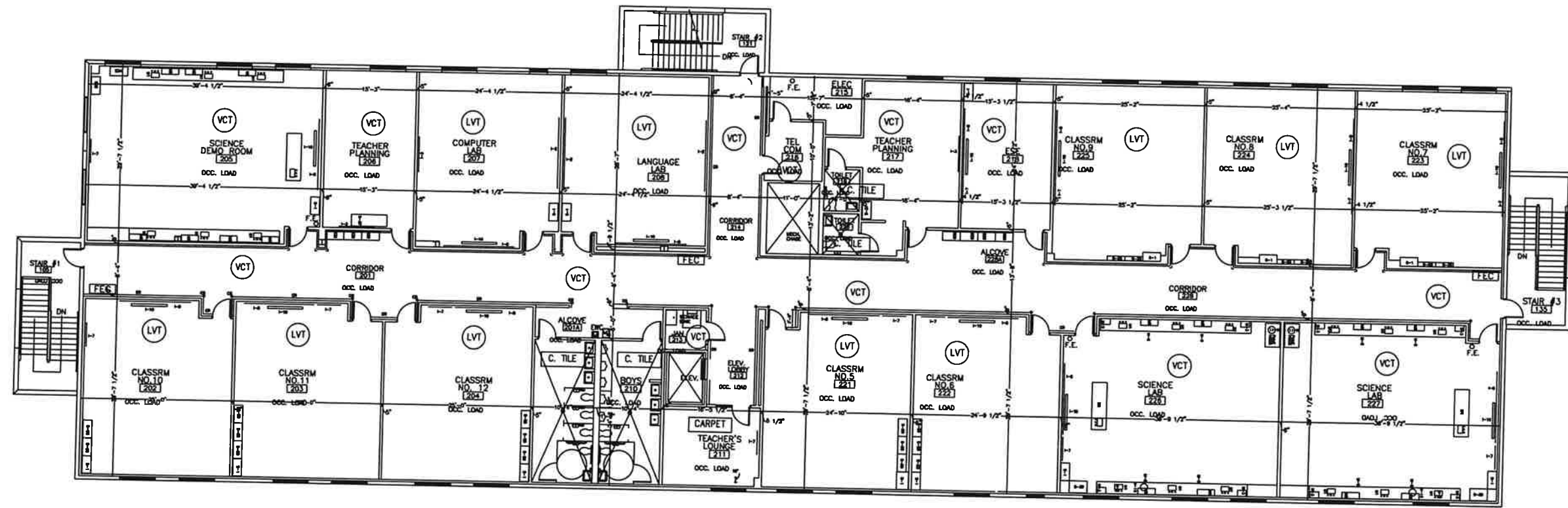
SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXRY TILE
CONCR,	LUXRY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

GYMN. AND LOKERS BLDG.
CENTRAL CAMPUS CHARTER SCHOOL



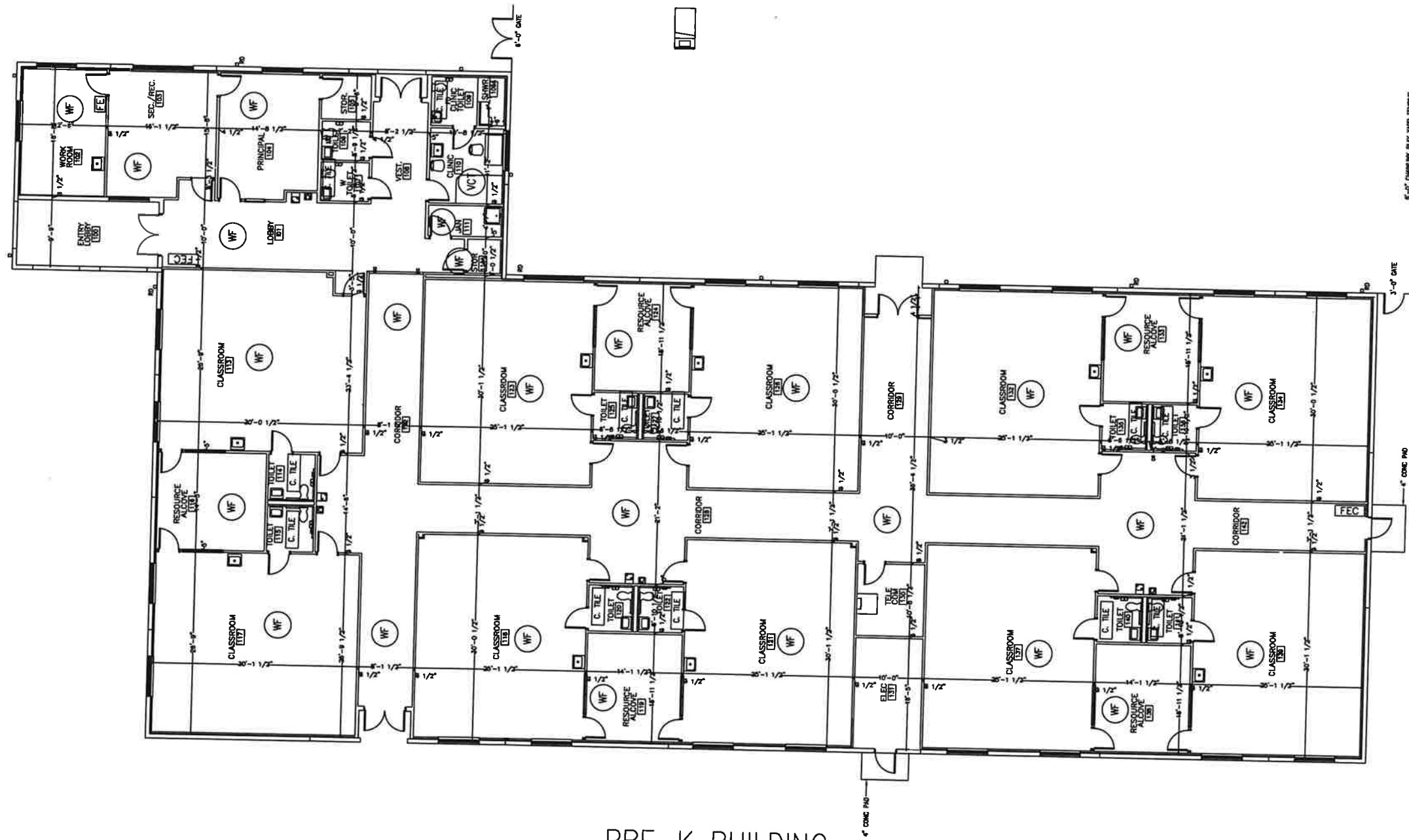
SYMBOLS	
(VCT)	VINYL COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

MIDDLE SCHOOL
1ST FLOOR
CENTRAL CAMPUS CHARTER SCHOOL



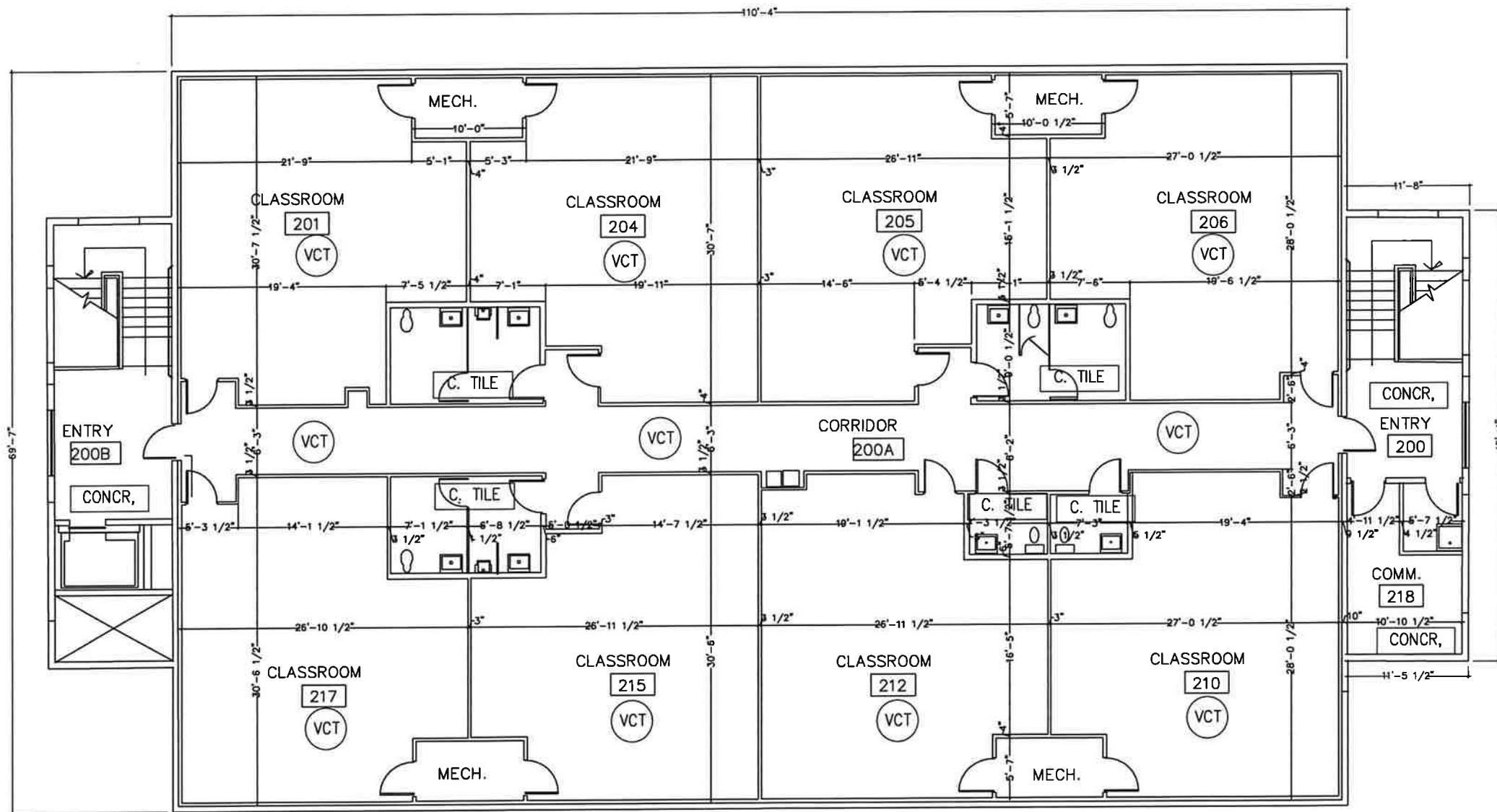
SYMBOLS	
VCT	VINYL COMP TILE
LVT	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

MIDDLE SCHOOL
2ND FLOOR
CENTRAL CAMPUS CHARTER SCHOOL



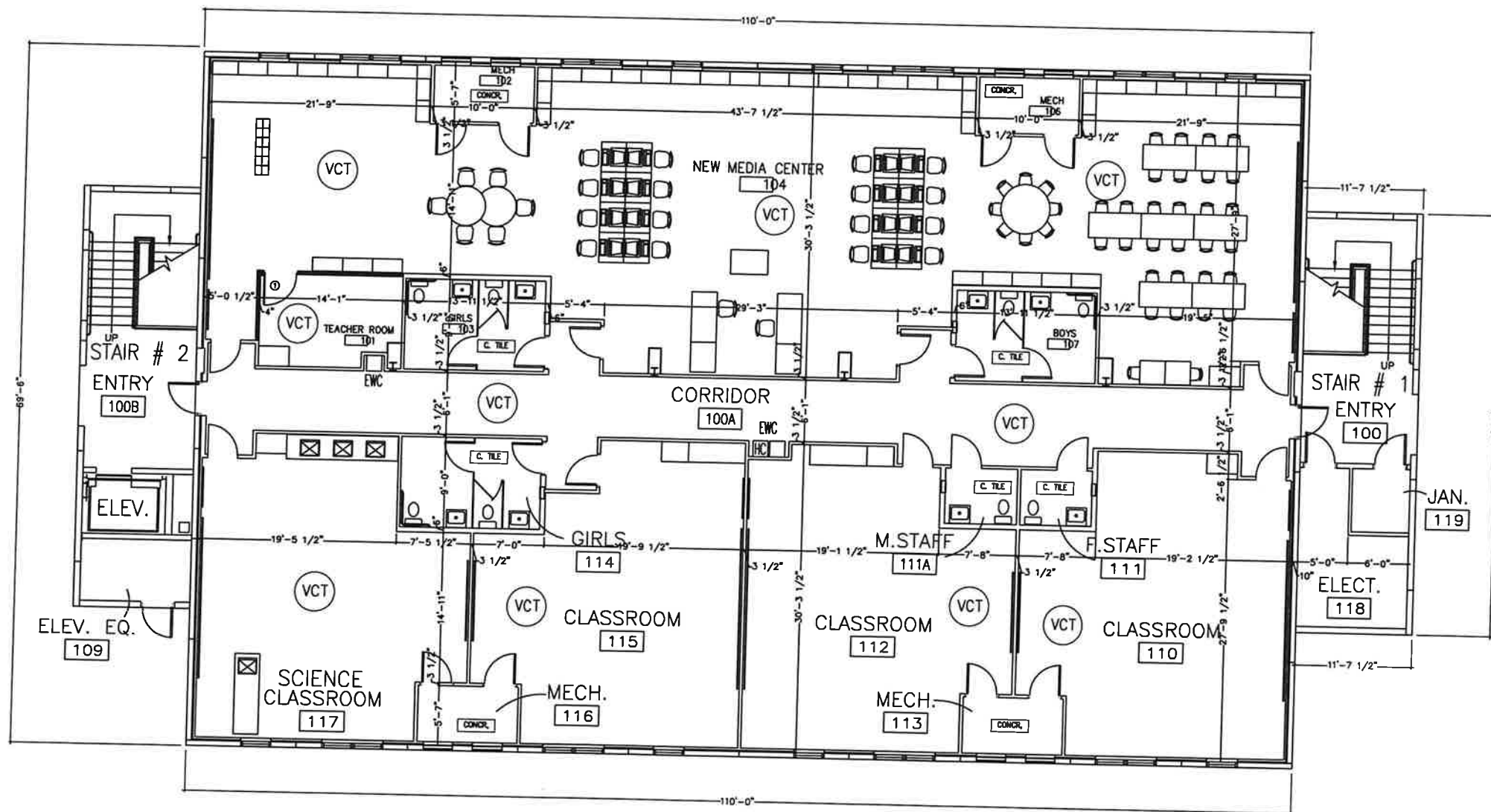
PRE-K BUILDING
CENTRAL CAMPUS CHARTER SCHOOL

SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
WF	WOOD FLOOR
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR



SYMBOLS	
	VINYLE COMP TILE
	LUXURY TILE
	LUXURY TILE
	CARPET
	CONC. TILE
	MATTED RUBBER FLOOR

Y-BUILDING
2ND FLOOR
CENTRAL CAMPUS CHARTER SCHOOL



SYMBOLS	
(VCT)	VINYLE COMP TILE
(LVT)	LUXURY TILE
CONCR.	LUXURY TILE
CARPET	CARPET
C TILE	CONC. TILE
MATTED RUBBER FLOOR	MATTED RUBBER FLOOR

Y-BUILDING
 1ST FLOOR
 CENTRAL CAMPUS CHARTER SCHOOL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

School Year 2026 - 2027

Option #1: First Day Monday August 10, 2026; Semester 1 ends Dec. 18, 2026; Winter Break Dec. 21, 2026-Jan. 1, 2027; Spring Break March 22-26; Last Day May 28, 2027

July, 2026 0 Work Days School 0 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>● 3</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	Mon	Tue	Wed	Thu	Fri			1	2	● 3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	<div style="display: flex; justify-content: space-between; font-size: small;"> First Day of School First Day Teachers </div> August, 2026 ▲21 Work Days School 16 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr> <tr><td>◀ 3 ▲</td><td>4 ▲</td><td>5 ▲</td><td>6 ▲</td><td>7 ▲</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	Mon	Tue	Wed	Thu	Fri	◀ 3 ▲	4 ▲	5 ▲	6 ▲	7 ▲	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					September, 2026 20 Work Days School 20 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>7 ■</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>21 ●</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>28</td><td>29</td><td>30</td><td></td><td></td></tr> </table>	Mon	Tue	Wed	Thu	Fri		1	2	3	4	7 ■	8	9	10	11	14	15	16	17	18	21 ●	22	23	24	25	28	29	30		
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October, 2026 22 Work Days School 21 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>▼ 9 ER</td></tr> <tr><td>12 ▲</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </table>	Mon	Tue	Wed	Thu	Fri				1	2	5	6	7	8	▼ 9 ER	12 ▲	13	14	15	16	19	20	21	22	23	26	27	28	29	30	November, 2026 15 Work Days School 14 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr> <tr><td>2</td><td>3 ▲</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>9</td><td>10</td><td>11 ■</td><td>12</td><td>13</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>23 ●</td><td>24 ●</td><td>25 ●</td><td>26 ■</td><td>27 ●</td></tr> <tr><td>30</td><td></td><td></td><td></td><td></td></tr> </table>	Mon	Tue	Wed	Thu	Fri	2	3 ▲	4	5	6	9	10	11 ■	12	13	16	17	18	19	20	23 ●	24 ●	25 ●	26 ■	27 ●	30					December, 2026 14 Work Days School 14 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18 ER</td></tr> <tr><td>21 ●</td><td>22 ●</td><td>23 ●</td><td>24 ●</td><td>25 ●</td></tr> <tr><td>28 ●</td><td>29 ●</td><td>30 ●</td><td>31 ●</td><td></td></tr> </table>	Mon	Tue	Wed	Thu	Fri		1	2	3	4	7	8	9	10	11	14	15	16	17	18 ER	21 ●	22 ●	23 ●	24 ●	25 ●	28 ●	29 ●	30 ●	31 ●	
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Please Note: Semester exams will occur prior to Winter Break.

Thanksgiving Break – Monday, November 23, 2026 through Friday, November 27, 2026.

School Winter Break - Monday, December 21, 2026 through Friday, January 1, 2027. Students return Tuesday, January 5, 2027.

Early Release Day - Friday, February 12, 2027, "A Day of Service and Love"

Early Release Days - 10/9/26, 12/18/26, 3/18/27, 4/30/27 & 5/28/27

School Spring Break - Monday, March 22, 2027 through Friday, March 26, 2027. Students return Monday, March 29, 2027.

FTE Survey 2 – October 5 - 9, 2026 FTE Survey 3 – February 8 - 12, 2027

Codes Used on Calendar	
◀	Begin 196 Day Personnel
▶	Last Day 196 Day Personnel
●	Day Off
■	Paid Holiday
▲	Teacher Planning
ER	Early Release
[Grey Box]	FTE Week

Severe Weather Make-Up Days: 10/9/26, 12/18/26, 3/18/27, 4/30/27 & 5/28/27

Item #	Campus	Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
1	East Campus	Pembroke Pines Charter East Elementary	10801 Pembroke Road, Pembroke Pines, FL 33025		A Bldg.	Administration	11,473.08
					P Bldg.	Classrooms	13,622.93
					E Bldg. (Part 1)	Classrooms	9,548.00
					E Bldg. (Part 2)	Classrooms	2,310.00
					M Bldg.	Classrooms	11,428.14
					L Bldg.	Classrooms	4,434.00
Total							52,816.15

		Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
Total							

Item #	Campus	Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
Total							

Item #	Campus	Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
4	Central Campus	Pembroke Pines Charter Central Elementary & Middle	12350 Sheridan Street, Pembroke Pines, FL 33026		L Bldg.	School Gym	3,396.00
					C Bldg.	Food Court	5,454.50
					A Bldg.	Administration Building	7,131.70
					E Bldg. (1st Floor)	K-5 Building (1st Floor)	18,901.00
					E Bldg. (2nd Floor)	K-5 Building (2nd Floor)	18,901.00
					M Bldg. (1st Floor)	Middle School Building (1st Floor)	18,038.00
					M Bldg. (2nd Floor)	Middle School Building (2nd Floor)	18,038.00
					Y Bldg. (1st Floor)	New Building (1st Floor)	5,640.00
					Y Bldg. (2nd Floor)	New Building (2nd Floor)	5,640.00
					Not Applicable	Airnasium-Outdoor Basketball Court	11,137.50
5		Central Campus – Early Development Center	12200 Sheridan Street, Pembroke Pines, FL 33026		P Bldg.	Pre-K Building	14,841.88
Total							127,119.58

Item #	Campus	Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
6	West Campus	Pembroke Pines Charter West Elementary & Middle	1680 SW 184th Avenue, Pembroke Pines, FL 33029 & 18500 Pembroke Road, Pembroke Pines, FL 33029		E Bldg.	West Elementary	34,301.83
					M Bldg. (1st Floor)	West Middle	33,020.50
					M Bldg. (2nd Floor)	West Middle	23,791.85
					I Bldg. (1st Floor)	New Bldg. (Elem)	5,488.00
					I Bldg. (2nd Floor)	New Bldg. (Middle)	5,488.00
7		West Campus – Early Development Center	1600 SW 184th Avenue, Pembroke Pines, FL 33029		P Bldg.	West Pre K	17,583.98
Total							119,674.16

Item #	Campus	Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
8	Pembroke Shores	Pembroke Pines Charter - FSU Elementary	601 SW 172 Avenue, Pembroke Pines, FL 33029		A Bldg.	Administration	8,464.27
					B Bldg. (1st Floor)	K-1-Autistic	18,732.88
					B Bldg. (2nd Floor)	2-3-Autistic	18,732.88
					C Bldg. (1st Floor)	4-5-Media Center	4,272.00
					C Bldg. (2nd Floor)	4-5	4,272.00
					D Bldg.	Annex-ESE-Special Classes	3,500.00
Total							57,974.03

Campus	Campus	Site	Address	Day Time Porters	Building/Floor	Bldg. Description	Sq. Ft.
9	Academic Village	Pembroke Pines Charter High School	17189 Sheridan Street, Pembroke Pines, FL 33331		A Bldg.	Administration	9,277.32
					S Bldg. (1st Floor)	Science	12,365.31
					S Bldg. (2nd Floor)	Science	12,365.31
					M Bldg.	Gym / Cafeteria	63,168.91
					C Bldg. (1st Floor)	Classrooms	12,365.31
					C Bldg. (2nd Floor)	Classrooms	12,365.31
					D Bldg. (1st Floor)	Classrooms	12,365.31
					D Bldg. (2nd Floor)	Classrooms	12,365.31
					U Bldg. (1st Floor)	FIU	47,662.39
					U Bldg. (2nd Floor)	FIU	47,662.39
			Pembroke Pines Charter High School / FIU Pines	17195 Sheridan Street, Pembroke Pines, FL 33331			
Total							241,962.87

Estimated Janitorial Supply List for budgeting only.

Exhibit E

Item Description	Unit of Measure	*Yearly Quantity
Small Garbage Bags 24 x 24	1000 per Case	150
Medium Garbage Bags 33 x 40	500 per Case	345
Large Garbage Bags 43 x 43	200 per Case	600
Bleach	Gallon Btl	210
Glass Cleaner	Gallon Btl	15
Disinfectant Cleaner	Gallon Btl	105
Heavy Duty Degreaser	Gallon Btl	270
Liquid Hand Soap	Gallon Btl	555
Comet / Ajax	Can	60
Toilet Seat Covers	250 per Package	15
Rags	20 per Box	15
Regular Bath Tissue	96 per box	150
1 ply Jumbo Roll Bath Tissue 9"	12 Rolls per Case	300
Disinfectant Spray	Can	405
Brown Multi-Fold Towel 9" x 10.7"	4000 per Case	375
Brown Single Fold Towel 10.25" x 9.25"	4000 per Case	90
White Multi-Fold Towel 9" x 10.7"	4000 per Case	645
White Single Fold Towel 10.25" x 0.25"	4000 per Case	210
White Roll Towels 8" x 600'	6 rolls per Case	285

PRODUCT APPROVAL REQUIREMENTS

A. Product Compliance Submittals

Bidder shall submit a complete Product Compliance Package with the bid submission. Failure to provide complete documentation may result in the bid being deemed non-responsive.

The Product Compliance Package shall include:

- Product specification sheets
- SDS sheets
- Product certifications
- EPA registration numbers where applicable
- Product performance data
- Paper weight/basis weight information
- Yield information where applicable
- Dispenser compatibility documentation

B. Approved Product Standards

Unless otherwise approved in writing by the City, all paper products shall meet or exceed commercial/institutional standards.

Cleaning chemicals shall be compatible with existing facility cleaning systems and operational requirements.

The City reserves the right to approve or reject any proposed product based upon:

- Product durability
- Consumption efficiency
- Absorbency
- Wet strength
- Sanitation effectiveness
- Dispenser compatibility
- Lifecycle operational cost
- Suitability for high-traffic educational and municipal facilities

C. Proprietary Compatibility Requirements

Current facilities may utilize existing dispensing systems compatible with:

- Tork
- Victoria Bay
- Renown

Equivalent products compatible with existing dispensing systems shall be approved by the city.

Cleaning chemicals may be compatible with existing operational cleaning procedures and equipment.

The City reserves the right to evaluate equivalent products prior to approval; proposed shall be equal or better.

JANITORIAL SUPPLY SPECIFICATIONS

1. GARBAGE BAGS

Small Garbage Bags – 24" x 24"

Commercial/institutional grade
Minimum thickness: 0.7 mil
High-density or low-density polyethylene
Leak resistant
Tear resistant
Suitable for restroom and office waste application.

Medium Garbage Bags – 33" x 40"

Commercial/institutional grade
Minimum thickness: 1.0 mil
High-strength low-density polyethylene
Puncture resistant
Suitable for classroom, office, and common area waste

Large Garbage Bags – 43" x 43"

Commercial/institutional grade
Minimum thickness: 1.3 mil
Heavy-duty puncture resistant construction
Suitable for cafeteria, gymnasium, and high-volume waste applications

CLEANING CHEMICAL SPECIFICATIONS

2. BLEACH

Commercial/institutional grade
Sodium hypochlorite solution
Minimum concentration: 5%–6%
Suitable for disinfecting and sanitizing applications
EPA compliant where applicable

3. GLASS CLEANER

Commercial/institutional grade
Streak-free formulation
Ammonia-free preferred
Non-abrasive
Suitable for glass, mirrors, and reflective surfaces

4. DISINFECTANT CLEANER

Commercial/institutional grade
EPA registered disinfectant
Effective against bacteria and viruses commonly found in public facilities
Suitable for educational and municipal environments
Compatible with hard non-porous surfaces

5. HEAVY-DUTY DEGREASER

Commercial/institutional grade
Non-flammable preferred
Suitable for kitchens, cafeterias, maintenance areas, and high-grease environments
Capable of removing grease, oil, and heavy soil accumulation

6. LIQUID HAND SOAP

Commercial/institutional grade
Foam or liquid formulation compatible with existing dispensers
pH balanced between 5.5 and 7.5
NSF E1 and NSF P1
Mild formulation suitable for frequent use
Contains moisturizers/emollients
Dye-free preferred
Fragrance-free or light fragrance preferred

7. ABRASIVE CLEANER (COMET/AJAX TYPE or equal)

Commercial/institutional grade
Powder abrasive cleaner
Suitable for restroom fixtures, sinks, toilets, and hard surfaces
Non-damaging to porcelain and ceramic finishes when used as directed
Standard can/container packaging

8. DISINFECTANT Spray

Commercial/institutional grade aerosol disinfectant
EPA registered
Effective against common bacteria and viruses
Suitable for restroom and touch-point sanitizing
Standard aerosol can

PAPER PRODUCT SPECIFICATIONS

9. TOILET SEAT COVERS

Commercial/institutional grade
Half-fold disposable paper seat covers
Compatible with existing or vendor provided dispensers

10. RAGS/CLEANING CLOTHS

Commercial/institutional grade
Reusable or disposable cleaning clothes
Lint-minimizing material preferred
Suitable for general cleaning operations

11. REGULAR BATH TISSUE

Commercial/institutional grade
Minimum 2-ply construction
White color
Minimum base weight: 15 to 18 GSM per ply
Minimum 400 sheets per roll
Septic-safe
Embossed preferred

12. JUMBO ROLL BATH TISSUE – 9"

Commercial/institutional grade
Minimum 1-ply construction
White color
Roll width: 3.7"
Minimum roll length:
1,000 feet
Minimum base weight: 15 – 18 GSM
Rapid dissolving and septic-safe

Compatible with existing jumbo roll dispensers

13. BROWN MULTI-FOLD TOWELS – 9" x 10.7"

Commercial/institutional grade

Multi-fold towel configuration

Brown recycled paper preferred

Sheet size:

9 inches x 10.7 inches

Minimum base weight: 38 – 42 GSM

High absorbency

Wet strength resistant

14. BROWN SINGLE-FOLD TOWELS – 10.25" x 9.25"

Commercial/institutional grade

Single-fold towel configuration

Brown recycled paper preferred

Sheet size:

10.25 inches x 9.25 inches

Minimum basis weight: 38 – 42 GSM

High absorbency and wet strength

15. WHITE MULTI-FOLD TOWELS – 9" x 10.7"

Commercial/institutional grade

Multi-fold towel configuration

White paper

Sheet size:

9 inches x 10.7 inches

Minimum basis weight: 38 – 42 GSM

High absorbency

Wet strength resistant

16. WHITE SINGLE-FOLD TOWELS – 10.25" x 9.25"

Commercial/institutional grade

Single-fold towel configuration

White paper

Sheet size:

10.25 inches x 9.25 inches

Minimum basis weight: 38 – 42 GSM

High absorbency and wet strength

17. WHITE ROLL TOWELS – 8" x 600'

Commercial/institutional grade

Hard-wound roll towel

Roll width:

8 inches

Minimum roll length:

600 feet

Minimum basis weight: 40 – 50 GSM

High absorbency

Wet strength resistant

Compatible with existing dispensers

18. Toilet paper jumbo roll 9" Dispenser

Vendor should provide vandal-resistant dispenser systems meeting the following minimum requirements:

- Toilet tissue dispensers shall be commercial-grade, institutional-use single-roll jumbo tissue dispensers.
- Dispensers shall accommodate standard 9-inch jumbo toilet tissue rolls.
- Units shall be constructed of minimum 18-gauge Type 304 stainless steel with satin finish.
- Dispensers shall be surface-mounted unless otherwise specified.
- Units shall include keyed locking mechanisms and vandal-resistant construction suitable for school and public facility environments.
- Dispensers shall be designed for smooth and continuous dispensing with minimal maintenance requirements.
- Units shall contain no sharp edges or exposed components.
- Dispensers shall comply with all applicable ADA accessibility requirements when installed.

19. Foldable Paper towel dispenser

Vendor should provide vandal-resistant dispenser systems meeting the following minimum requirements:

- Folded paper towel dispensers shall be commercial-grade, institutional-use units designed for high-traffic public facilities and school environments.
- Dispensers shall accommodate standard multifold and C-fold paper towels.
- Units shall be constructed of minimum 18-gauge Type 304 stainless steel with satin finish.
- Dispensers shall be surface-mounted or recessed-mounted as specified by the City.
- Units shall include keyed locking mechanisms to prevent unauthorized access and vandalism.
- Dispensers shall be vandal-resistant and suitable for continuous daily use in educational and public facility restrooms.

- Units shall contain no sharp edges, exposed corners, or hazardous projections.
- Towel dispensing opening shall be designed to minimize tearing, bunching, and paper waste.
- Dispensers shall provide smooth towel dispensing without excessive pull force.
- Units shall be corrosion-resistant and suitable for humid restroom environments.
- Dispensers shall comply with all applicable ADA accessibility requirements when installed.
- Capacity shall be minimum 400 multifold towels unless otherwise approved by the City.

20. Roll paper towel dispenser

Vendor should provide vandal-resistant dispenser systems meeting the following minimum requirements:

- Roll paper towel dispensers shall be commercial-grade, institutional-use units designed for high-traffic public facilities and school environments.
- Dispensers shall accommodate standard universal hard wound roll paper towels.
- Units shall be compatible with rolls having minimum:
 - 8-inch width
 - 8-inch maximum diameter
 - 1.5-inch core diameter
- Dispensers shall be constructed of minimum 18-gauge Type 304 stainless steel with satin finish.
- Units shall be surface-mounted unless otherwise specified by the City.
- Dispensers shall include keyed locking mechanisms to prevent unauthorized access and vandalism.
- Units shall be vandal-resistant and suitable for continuous daily use in educational and public facility environments.
- Dispensers shall provide controlled dispensing to minimize paper waste and reduce maintenance frequency.
- Dispensing mechanisms shall operate smoothly without frequent jamming, tearing, or feed failure.
- Units shall contain no sharp edges, exposed corners, or hazardous projections.
- Dispensers shall comply with all applicable ADA accessibility requirements when installed.
- Automatic units, if proposed, shall include:
 - Adjustable sheet length settings
 - Stub roll transfer capability
 - Manual override operation during battery failure
- Finish shall be corrosion-resistant and suitable for humid restroom environments.

21. Hand Soap Dispenser

Vendor should provide vandal-resistant dispenser systems meeting the following minimum requirements:

- Hand soap dispensers shall be commercial-grade, institutional-use units designed for high-traffic public facilities and school environments.
- Units shall dispense foam or liquid hand soap as specified by the City.
- Dispensers shall be constructed of minimum 18-gauge Type 304 stainless steel with satin finish.

- Units shall be surface-mounted unless otherwise specified.
- Dispensers shall include keyed locking mechanisms to prevent unauthorized access, vandalism, and tampering.
- Dispensers shall be vandal-resistant and suitable for continuous daily use in educational and public facility restrooms.
- Soap dispensing mechanisms shall provide smooth, consistent operation without leaking, dripping, or clogging.
- Manual dispensers shall be operable with one hand and shall comply with ADA accessibility requirements.
- Automatic dispensers, if proposed, shall:
 - Include manual override capability
 - Include low-battery indicator
 - Prevent unintended continuous dispensing
 - Operate reliably in humid restroom environments

- Units shall contain no sharp edges, exposed corners, or hazardous projections.
- Soap reservoirs shall be minimum 800 mL capacity unless otherwise approved by the City.
- Units shall be compatible with commercial-grade foam or liquid hand soaps meeting:
 - pH range between 6.0 and 8.0
 - NSF certification where applicable
 - Biodegradable formulation preferred
 - Non-irritating formulation suitable for frequent daily use in school environments.
 - Finish shall be corrosion-resistant and suitable for humid restroom environments.

PRODUCT SUBSTITUTIONS

No product substitutions shall be permitted without prior written approval from the City.

Any proposed substitution must:

Meet or exceed all specifications

Maintain dispenser compatibility

Maintain equal or greater paper weight and durability

Maintain sanitation and performance standards

Include updated technical documentation and SDS sheets

The City reserves the right to reject any substitution that negatively impacts operations, durability, consumption efficiency, sanitation standards, or lifecycle cost.

QUALITY ASSURANCE

The City reserves the right to:

Request product samples

Conduct field testing

Verify dispenser compatibility

Reject defective or non-compliant materials

Require replacement of products failing to meet specifications

All products delivered under this contract shall:

Be new and unused

Be delivered in original manufacturer packaging

Include visible lot numbers and product identification

Maintain consistent quality throughout the contract term

Estimated annual quantities are provided for budgeting purposes only and do not guarantee minimum purchase quantities.

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

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

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

Certificate must contain wording similar to what appears below

<p style="text-align: center; background-color: yellow; border: 1px solid black; margin: 0;">"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"</p>	
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CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE
City Must Be Named as Certificate Holder		



CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

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

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

and

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

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

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

{---Solicitation Type Abbreviation---} # {---Solicitation Number---}
“{---Solicitation Title---}”

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



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

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the {---**Solicitation Service Description**---}, at {---**Location Address**---} ("Property") as more particularly described in, and in accordance with the CITY's "{---**Solicitation Type Abbreviation**---} # {---**Solicitation Number**---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

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

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

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the {---**Solicitation Service Description**---}, as more specifically described in **Exhibit A**.

2.4 Upon CITY's request CONTRACTOR shall at all times be available to provide the status of work being performed, and to address quality control issues as needed.

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

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement.



If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

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

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **{---Initial Contract Length---** period commencing on **«Commencement_Date»** and ending on **«Expiration_Date»**.

3.2 This Agreement may be renewed for **{---Renewal Terms---** upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

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

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



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

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR as provided for in Exhibit "B", an annual amount NOT TO EXCEED «**Compensation_Type**» {---Request Amount Written---} (\$ {---Request Amount Numerical---}), payable in monthly payments for actual services performed and as set forth here below:

4.1 CITY hereby agrees to compensate CONTRACTOR based on a «**Compensation_Type**» {---Request Amount Written---} (\$ {---Request Amount Numerical---}), which includes an owner's contingency fee of {---Contingency Fee in Words---} (---Contingency Fee Amount---), payable in monthly payments for actual services performed for maintenance services. Future price adjustments up or down shall be based on «**Nationally Recognized or Published Index**», including fuel surcharge adjustments, relevant to providing these services.

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed and correctly invoiced pursuant to the unit pricing more particularly described in **Exhibit "B"**.

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

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY's Authorized Representative approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Authorized Representative or his/her assignees. Invoices submitted by CONTRACTOR shall include the date of service, services performed, hours spent, location of services, description of the assignment/project, date of completion and any other information reasonable required by the CITY.

Payment will be made to CONTRACTOR at:

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

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of work, as more specifically described herein. These changes may affect the



monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written amendment or agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of work, CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, or by a change order, written amendment or separate written agreement, executed by the parties hereto, with the same formality, equality, and dignity herewith.

ARTICLE 6

PAYMENT & PERFORMANCE BONDS

6.1 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 Payment Bond and a Performance Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bonds 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+

6.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the project value.** The Performance Bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The Payment Bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement 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 Agreement which the CITY may be required to make under the law.

6.3 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 Bond and Performance Bond in the public



records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorney's fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

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

ARTICLE 7

INSURANCE

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

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the



City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines , nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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

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

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

7.6 REQUIRED INSURANCE

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

Yes No

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

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



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 three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

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

Yes No

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

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

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



Yes No

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

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ 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 three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(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

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 calendar 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

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for



a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

Yes No

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement 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

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



Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

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

Yes No

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

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

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



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

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

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

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



ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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



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

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

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

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

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

14.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Authorized Representative relative thereto.

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

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



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

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

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

14.5.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default. CITY reserves the right to assign any remaining work at any Property location to another vendor as may be necessary to complete the Scope of Work.

14.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

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



ARTICLE 15
BANKRUPTCY

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

ARTICLE 16
MERGER; AMENDMENT

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

ARTICLE 17
DISPUTE RESOLUTION

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

ARTICLE 18
PUBLIC RECORDS

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

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

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

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



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 Agreement, 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 this Agreement.

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

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

**ARTICLE 19
SCRUTINIZED COMPANIES**

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

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

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



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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

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

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

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of



its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

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

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

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

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

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

ARTICLE 21

EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

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

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

21.1.1.3 “Subcontractor” means a person or entity that provides labor,



supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

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

ARTICLE 22

FEDERAL REQUIREMENTS

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



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

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

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

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

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

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

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary



of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or



all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **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 (25.4.1) 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 (25.4.1) 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 (25.4.1) 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 (25.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) 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 (25.4.1) through (25.4.4) of this section.

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

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

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



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

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

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

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

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

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

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at



44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

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

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

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

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

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

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

22.16.1 **Prohibitions.**

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

22.16.1.2 Unless an exception in paragraph 25.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:



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

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

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

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

22.16.2 **Exceptions.**

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

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

22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 25.16.3.2 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 25.16.3.1 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 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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

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

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



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

ARTICLE 23 **MISCELLANEOUS**

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

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

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

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

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate 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 {--Primary Contact Name---}, {---Primary Contact Title---}
 {--Company Name---}
 {--Street1---}, {---Street2---}
 {--City---}, {--State/Province---} ---Postal Code---
E-mail: {--E-mail---}
Telephone No: {--Phone---}
Cell phone No: {--Primary Contact Cell Phone Number---}
Facsimile No: {--Fax---}

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

23.8 **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 and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, Exhibit "A", and Exhibit "B", this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

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

23.15 **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.

23.16 **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.

23.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or district, if applicable.

23.16.2 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and for the purpose of on-site services, all of its personnel who are to be permitted access to school grounds when students are present, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and



City of Pembroke Pines

appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____