



City of Pembroke Pines

**RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES**  
**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND**  
**TSC ASSOCIATES, INC.**

**THIS AGREEMENT (“Agreement”)**, dated September 3, 2024, is entered into by and between:

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

and

**TSC ASSOCIATES, INC.**, a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **1171 NW 27<sup>th</sup> Avenue, Fort Lauderdale, FL 33311** (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 **April 23, 2024**, the CITY advertised its notice to bidders of the CITY’s desire to engage qualified firms to conduct **residential home inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair**, as more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, for the said bid entitled:

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

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



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

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

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

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

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

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

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

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

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



written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

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

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

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

### **ARTICLE 3** **TERM AND TERMINATION**

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

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

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

3.4 **Termination for Cause.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause should CONTRACTOR neglect or



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

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

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

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

4.1.1 Home Inspector's Fee Schedule:



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

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

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

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

**TSC Associates, Inc.**  
**PO BOX 120487**  
**Fort Lauderdale, FL 33311**

**ARTICLE 5**  
**GUARANTEE OF SERVICES**



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

## **ARTICLE 6** **INDEMNIFICATION**

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

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

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

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

## **ARTICLE 7** **INSURANCE**

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

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



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

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

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

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

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

Yes No

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

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



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

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

Yes No

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

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

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

7.7 REQUIRED ENDORSEMENTS

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



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

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

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

## **ARTICLE 8**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under



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

#### **ARTICLE 10** **AGREEMENT SUBJECT TO FUNDING**

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

#### **ARTICLE 11** **UNCONTROLLABLE FORCES**

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

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

#### **ARTICLE 12** **GOVERNING LAW AND VENUE**

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



out of or related to this Agreement shall be in Broward County, Florida.

**ARTICLE 13**  
**SIGNATORY AUTHORITY**

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

**ARTICLE 14**  
**DEFAULT OF CONTRACT & REMEDIES**

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

**ARTICLE 15**  
**BANKRUPTCY**

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

**ARTICLE 16**  
**MERGER; AMENDMENT**

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

**ARTICLE 17**  
**DISPUTE RESOLUTION**

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



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

**ARTICLE 18**  
**PUBLIC RECORDS**

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

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

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

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

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

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

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

**CITY CLERK**  
**601 CITY CENTER WAY, 4<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33025**  
**(954) 450-1050**  
**[drogers@ppines.com](mailto: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 (**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](mailto:drotstein@ppines.com).



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

**ARTICLE 21**  
**EMPLOYMENT ELIGIBILITY**

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

21.1.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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



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

## **ARTICLE 22**

### **FEDERAL REQUIREMENTS**

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

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

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

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

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of



other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

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

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

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

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

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



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

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

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

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

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

**22.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).**

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

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

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

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

**22.4.4 Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in



any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

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

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

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

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

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

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and



throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

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

**22.12 No Obligation by the Federal Government.** The federal government is not a party



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

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

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

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

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

22.16.1 **Prohibitions.**

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

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

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

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or



essential component of any system, or as critical technology of any system;

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

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

#### 22.16.2 **Exceptions.**

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

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

#### 22.16.3 **Reporting requirement.**

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

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity



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

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

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

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



*City of Pembroke Pines*

---

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, 4<sup>th</sup> 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: **WM. La'Marr Ruffin – President**  
**TSC Associates, Inc.**  
**1171 NW 27<sup>th</sup> Avenue,**  
**Fort Lauderdale, FL 33311**  
**E-mail: tscinspectservices@gmail.com**  
**Telephone No: (954) 316-8952**

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

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

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

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



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

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

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

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

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

**SIGNATURE PAGE FOLLOWS**



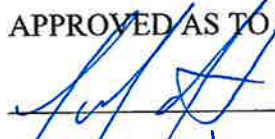
City of Pembroke Pines


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

**CITY:**


CITY OF PEMBROKE PINES, FLORIDA

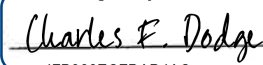
APPROVED AS TO FORM:

  
Print Name: Jacob Houser  
OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
BY:   
E2D2D4AA8795454... August 29, 2024  
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:  
  
F8EA9A23A58B417... September 3, 2024  
DEBRA ROGERS, CITY CLERK


DocuSigned by:  
BY:   
47B966ECFDAD4AC... August 31, 2024  
CHARLES F. DODGE, CITY MANAGER

Signed by:



**CONTRACTOR:**

TSC ASSOCIATES, INC.

Signed By:   
Printed Name: Wm. LaMarr Rubbin  
Title: President

# Exhibit "A"



## Residential Home Inspection and Cost Estimating Services

### Request for Qualifications # PL-24-02

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

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



**Table of Contents**

**SECTION 1 - INSTRUCTIONS** ..... 7

    1.1 NOTICE ..... 7

        1.1.1 VIRTUAL BID OPENING..... 7

    1.2 PURPOSE ..... 8

        1.2.1 Background ..... 9

        1.2.2 Section 3 Compliance ..... 9

    1.3 SCOPE OF WORK ..... 9

    1.4 PROJECT TIMELINE ..... 10

        1.4.1 Post Award Process ..... 10

            1.4.1.1 Approved Pool of Vendors..... 10

            1.4.1.2 Environmental Inspection Services..... 11

            1.4.1.3 Order of Operations: ..... 11

        1.4.2 Fees ..... 12

        1.4.3 Contract Performance ..... 12

            1.4.3.1 Specimen Contract ..... 12

            1.4.3.2 Manner of Performance..... 12

            1.4.3.3 Poor Performance..... 13

    1.5 PROPOSAL REQUIREMENTS ..... 13

        1.5.1 Questionnaires..... 13

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

            Tab 2 - References Form (35 points): ..... 14

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

        1.5.2 Other Completed Questionnaires ..... 15

        1.5.3 Other Completed Documents:..... 16

        1.5.4 Optional Documentation ..... 16

    1.6 VENDOR REGISTRATION DOCUMENTS ..... 17

        1.6.1 Vendor Information Form..... 18

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

        1.6.3 Company Profile Form ..... 18

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

        1.6.5 Equal Benefits Certification Form ..... 18

        1.6.6 Vendor Drug-Free Workplace Certification Form ..... 18



1.6.7 Scrutinized Company Certification..... 18

1.6.8 E-Verify System Certification Statement ..... 18

1.6.9 Veteran Owned Small Business Preference Certification ..... 18

1.6.10 Local Business Tax Receipts..... 19

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

1.6.12 Minority-Owned Business Enterprise ..... 19

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

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

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION ..... 19

1.8 TENTATIVE SCHEDULE OF EVENTS ..... 20

1.9 SUBMISSION REQUIREMENTS ..... 20

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

    1.10.1 GENERAL QUESTIONS ..... 21

    1.10.2 INSURANCE QUESTIONS..... 22

    1.10.3 BONDING QUESTIONS ..... 22

    1.10.4 LICENSE QUESTIONS ..... 22

    1.10.5 FUNDING QUESTIONS..... 23

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

**SECTION 2 - INSURANCE REQUIREMENTS ..... 26**

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

    3.1 EXAMINATION OF CONTRACT DOCUMENTS ..... 33

    3.2 CONFLICT OF INSTRUCTIONS..... 33

    3.3 ADDENDA or ADDENDUM ..... 33

    3.4 INTERPRETATIONS AND QUESTIONS ..... 33

    3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES ..... 33

    3.6 WARRANTIES FOR USAGE ..... 34

    3.7 BRAND NAMES..... 34

    3.8 QUALITY..... 34

    3.9 SAMPLES..... 34

    3.11 DEVELOPMENT COSTS ..... 34

    3.12 PRICING..... 34

    3.13 DELIVERY POINT ..... 35

    3.14 TAX EXEMPT STATUS ..... 35



---

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



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

C. EQUAL EMPLOYMENT OPPORTUNITY ..... 46

D. DAVIS-BACON & RELATED ACTS ..... 46

E. COPELAND ANTI-KICKBACK ACT ..... 47

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ..... 47

G. FEDERAL CLEAN AIR AND WATER ACTS ..... 47

H. SUSPENSION AND DEBARMENT ..... 47

I. ANTI-LOBBYING ..... 48

J. RECYCLED PRODUCTS / RECOVERED MATERIALS ..... 49

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

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT  
49

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

N. RIGHTS TO INVENTIONS ..... 50

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT ..... 50

P. DHS SEAL, LOGO, AND FLAGS ..... 50

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

R. FRAUDULENT STATEMENTS..... 50

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

T. DOMESTIC PREFERENCE FOR PROCUREMENTS ..... 51

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

V. PERSONALLY IDENTIFIABLE INFORMATION..... 52

W. RIGHTS IN DATA ..... 52

X. INSPECTION AND ACCEPTANCE ..... 52

Y. DOCUMENTATION OF COSTS..... 52

Z. DRUG FREE WORKPLACE ..... 52

AA. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES ..... 53

BB. PROHIBITIONS OF GRATUITIES ..... 53

ATTACHMENTS

Attachment A: Non-Collusive Affidavit



*City of Pembroke Pines*

---

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - **Continuing Services Agreement (Federal)**



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

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

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

If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

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

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

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

#### **1.1.1 VIRTUAL BID OPENING**

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

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



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

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

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

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

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

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

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

## **1.2 PURPOSE**

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

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

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



### **1.2.1 Background**

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

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

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

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

### **1.2.2 Section 3 Compliance**

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

## **1.3 SCOPE OF WORK**

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



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

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

## **1.4 PROJECT TIMELINE**

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

### **1.4.1 Post Award Process**

#### **1.4.1.1 Approved Pool of Vendors**

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



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

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

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

#### **1.4.1.2 Environmental Inspection Services**

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

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

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

#### **1.4.1.3 Order of Operations:**

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



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

**1.4.2 Fees**

**1.4.2.1 Home Inspector’s Fee Schedule**

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

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

**1.4.3 Contract Performance**

**1.4.3.1 Specimen Contract**

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

**1.4.3.2 Manner of Performance**

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



### **1.4.3.3 Poor Performance**

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

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

## **1.5 PROPOSAL REQUIREMENTS**

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

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

### **1.5.1 Questionnaires**

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

#### **Tab 1 - Experience and Capabilities (35 points):**

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

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



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

**Tab 2 - References Form (35 points):**

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

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

Details should include the following:

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



## 2. Project Information

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

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

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

#### 1. General:

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

#### 2. Quality:

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

### **1.5.2 Other Completed Questionnaires**

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

**1.5.3 Other Completed Documents:**

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

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

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



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

## 2. Financial Statements:

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

## 3. Additional Information:

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

### **1.6 VENDOR REGISTRATION DOCUMENTS**

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

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

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

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

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

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

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

**1.6.9 Veteran Owned Small Business Preference Certification**

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



### **1.6.10 Local Business Tax Receipts**

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

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

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

#### **b. Debarment, Suspension and Other Responsibility Matters:**

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

### **1.6.12 Minority-Owned Business Enterprise**

### **1.6.13 Woman-Owned Business Enterprise**

### **1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms**

## **1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

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



<b>Criteria</b>	<b>Points</b>
Experience and Capabilities	35 points
References Form	35 points
Firm’s Understanding and Approach to the Work	30 points
<b>Total Points</b>	<b>100 points</b>

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

**1.8 TENTATIVE SCHEDULE OF EVENTS**

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

**1.9 SUBMISSION REQUIREMENTS**

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



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

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

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

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

**1.10 FREQUENTLY ASKED QUESTIONS (FAQs)**

**1.10.1 GENERAL QUESTIONS**

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



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

**1.10.2 INSURANCE QUESTIONS**

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

**1.10.3 BONDING QUESTIONS**

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

**1.10.4 LICENSE QUESTIONS**

Question # 6	On April 22, 2008, EPA issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning April 22, 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. In other words, after April 22, 2010, federal law requires that contractors who perform renovation, repairs, and painting jobs should hold a valid EPA Certified Renovator per HUD 40CFR. The EPA certification is a 90 day process from course approved + application, to final certification. Therefore, this EPA certification must be part of the firm qualification documents. Please advise.
--------------	---



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

**1.10.5 FUNDING QUESTIONS**

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



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

**1.10.6 SECTION 3 BUSINESS CONCERN QUESTIONS**

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



*City of Pembroke Pines*

---

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



**SECTION 2 - INSURANCE REQUIREMENTS**

2.1 INDEMNIFICATION:

Yes No

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

Yes No

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

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

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



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

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

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

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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



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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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



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

Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

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



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

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

Yes No

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

Yes No

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

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

Yes No

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

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

Yes No

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



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

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

Yes No

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

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

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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



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

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

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

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

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



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

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

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

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

### **3.4 INTERPRETATIONS AND QUESTIONS**

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

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

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

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

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



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

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

### **3.6 WARRANTIES FOR USAGE**

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

### **3.7 BRAND NAMES**

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

### **3.8 QUALITY**

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

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

### **3.9 SAMPLES**

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

### **3.10 ESTIMATED QUANTITIES**

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

### **3.11 DEVELOPMENT COSTS**

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

### **3.12 PRICING**

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

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



unless otherwise stated by the City or proposer.

### **3.13 DELIVERY POINT**

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

### **3.14 TAX EXEMPT STATUS**

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

### **3.15 CONTRACT TIME**

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

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

### **3.16 COPYRIGHT OR PATENT RIGHTS**

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

### **3.17 PUBLIC ENTITY CRIMES**

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

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

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

### **3.18 CONFLICT OF INTEREST**

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

### **3.19 FACILITIES**



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

### **3.20 ENVIRONMENTAL REGULATIONS**

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

### **3.21 SIGNATURE REQUIRED**

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

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

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

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

### **3.22 MANUFACTURER'S CERTIFICATION**

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

### **3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

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

### **3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

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

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

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



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

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

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

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

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

### 3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

### 3.26 BID PROTEST

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

### 3.27 INDEMNIFICATION

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

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

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

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



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

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

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

### 3.28 DEFAULT PROVISION

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

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

### 3.29 ACCEPTANCE OF MATERIAL

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



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

### **3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

### **3.31 SCRUTINIZED COMPANIES LIST**

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

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

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

### **3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

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

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



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

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

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

### **3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

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

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

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

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

### **3.34 CONE OF SILENCE**

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

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

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

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



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

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

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

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

(3) Contract negotiations with the selected entity.

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

### 3.35 E-VERIFY

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

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

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

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

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



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

### **3.36 JESSICA LUNSFORD ACT**

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

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

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



**SECTION 4 - SPECIAL TERMS & CONDITIONS**

**4.1 PROPOSAL SECURITY**

**Proposal Security Amount:**

Yes No

A Proposal Security shall not be required for this project.

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

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

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

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

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



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

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

**4.2 PAYMENT AND PERFORMANCE BONDS**

**Payment and Performance Bond Amount:**

Yes No

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

Yes No

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

Yes No

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

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

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

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

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

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

B+ to A+

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

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



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

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

#### **4.3 OWNER'S CONTINGENCY**

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

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

#### **4.4 TAX SAVER PROGRAM**

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

#### **4.5 RELEASE OF LIEN**

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

#### **4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS**

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

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



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

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

#### **4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

##### **A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

##### **B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL**

#### **GRANTOR AGENCY AND COMPTROLLER GENERAL**

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

##### **C. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

##### **D. DAVIS-BACON & RELATED ACTS**

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



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

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

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

#### **E. COPELAND ANTI-KICKBACK ACT**

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

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

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

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

#### **F. CONTRACT WORK HOURS AND SAFETY STANDARDS**

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

#### **G. FEDERAL CLEAN AIR AND WATER ACTS**

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

#### **H. SUSPENSION AND DEBARMENT**

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

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



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

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

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

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

## I. ANTI-LOBBYING

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

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

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

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

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

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

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



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

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

**J. RECYCLED PRODUCTS / RECOVERED MATERIALS**

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

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

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

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

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

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

enterprises are solicited whenever they are potential sources;

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

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

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

**L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**

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

**M. REPORTING & RETENTION OF RECORDS**

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



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

**N. RIGHTS TO INVENTIONS**

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

**O. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

**P. DHS SEAL, LOGO, AND FLAGS**

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

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

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

**R. FRAUDULENT STATEMENTS**

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

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

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

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

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



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

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

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

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

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

#### **T. DOMESTIC PREFERENCE FOR PROCUREMENTS**

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

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

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



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

#### **V. PERSONALLY IDENTIFIABLE INFORMATION**

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

#### **W. RIGHTS IN DATA**

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

concerning the research and reporting tasks required.

#### **X. INSPECTION AND ACCEPTANCE**

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

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

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

#### **Y. DOCUMENTATION OF COSTS**

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

#### **Z. DRUG FREE WORKPLACE**

This certification is required by the regulations implementing Sections 5151-



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

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

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

**BB. PROHIBITIONS OF GRATUITIES**

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



City of Pembroke Pines

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

\_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		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.	
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED  <b>YOUR COMPANY NAME HERE</b>	INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	<b>Companies providing coverage</b>

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>											
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY MUST BE CANCELLED BY MAIL <u>30</u> DAYS WRITTEN LEFT.  AUTHORIZED REPRESENTATIVE

**City Must Be Named as Certificate Holder**



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

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

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

and

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

**W I T N E S S E T H:**

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

**ARTICLE 1**  
**PREAMBLE**

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

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

**Request for Qualifications (RFQ) # \_\_\_\_\_**  
“ \_\_\_\_\_ ”

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



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

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

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

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

## **ARTICLE 2** **SERVICES AND RESPONSIBILITIES**

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

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

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

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



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

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

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

### **ARTICLE 3** **TERM AND TERMINATION**

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

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

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

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



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

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

3.4.2 CONTRACTOR becomes insolvent;

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

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

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

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

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

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

#### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

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

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



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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 5**  
**GUARANTEE OF SERVICES**

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

**ARTICLE 6**  
**INDEMNIFICATION**

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



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

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

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

## **ARTICLE 7** **INSURANCE**

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

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

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

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

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



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

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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



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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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



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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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



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

## 7.7 REQUIRED ENDORSEMENTS

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

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

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



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

## **ARTICLE 8**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

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



**ARTICLE 10**  
**AGREEMENT SUBJECT TO FUNDING**

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

**ARTICLE 11**  
**UNCONTROLLABLE FORCES**

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

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

**ARTICLE 12**  
**GOVERNING LAW AND VENUE**

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

**ARTICLE 13**  
**SIGNATORY AUTHORITY**

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

**ARTICLE 14**  
**DEFAULT OF CONTRACT & REMEDIES**

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



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

### **ARTICLE 15** **BANKRUPTCY**

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

### **ARTICLE 16** **MERGER; AMENDMENT**

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

### **ARTICLE 17** **DISPUTE RESOLUTION**

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

### **ARTICLE 18** **PUBLIC RECORDS**

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

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

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

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



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

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

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

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 19**  
**SCRUTINIZED COMPANIES**

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

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

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



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

19.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20**  
**EQUAL BENEFITS FOR EMPLOYEES**

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

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

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



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

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

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

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

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

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

**ARTICLE 21**  
**EMPLOYMENT ELIGIBILITY**

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

21.1.1 **Definitions for this Section.**

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



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

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

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

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

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

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

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

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

**ARTICLE 22**  
**FEDERAL REQUIREMENTS**



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

**22.5.1 Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,



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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

22.16.1 **Prohibitions.**

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

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

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

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

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

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or



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

#### 22.16.2 **Exceptions.**

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

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

#### 22.16.3 **Reporting requirement.**

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

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



equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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

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

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

## **ARTICLE 23** **MISCELLANEOUS**

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

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



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

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

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

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

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

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



City of Pembroke Pines

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

CONTRACTOR: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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

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

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

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

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

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



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

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

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

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

\_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_   
MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

**(((Company Name)))**

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

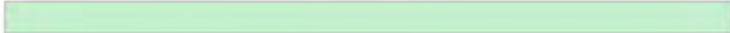





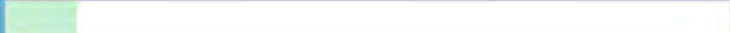
Title: \_\_\_\_\_



## Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

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

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

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



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

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

### Question Set 6: Vendor Registration Checklist

**Question Set 6 Instructions**

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

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

This section will summarize your responses to those relevant documents.

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



## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

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



Name	Type	# Files	Requirement	Instructions
Information	(.pdf)			

## Commodity Codes

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



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

**Requested Documents:**

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

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



## Requested Questionnaires:

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

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

## 2. Upload your submission at:

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

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

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

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

## Important Notes:

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

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

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



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

## **Need Help?**

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



Portal

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



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

## Project Details

**Project:** Residential Home Inspection and Cost Estimating Services

**Ref. #:** PL-24-02

**Type:** RFQ

**Status:** CLOSED

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

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

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

**Contact Information:** Procurement Department, 954-518-9020

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

**Days Left:** Submissions are now closed

### Project Description:

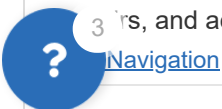
The City of Pembroke Pines is seeking to acquire proposals from qualified firms with specialized skills and interest in providing professional services to conduct residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair. The City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

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

May 2024

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

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



[Navigation](#)



Search

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

**Commodity Codes:**

- US\_NAICS\_2022 2361 Residential Building Construction
- US\_NAICS\_2022 23611 Residential Building Construction
- US\_NAICS\_2022 2362 Nonresidential Building Construction
- US\_NAICS\_2022 23621 Industrial Building Construction
- US\_NAICS\_2022 236210 Industrial Building Construction
- US\_NAICS\_2022 23622 Commercial and Institutional Building Construction
- US\_NAICS\_2022 236220 Commercial and Institutional Building Construction
- US\_NAICS\_2022 2381 Foundation, Structure, and Building Exterior Contractors
- US\_NAICS\_2022 23816 Roofing Contractors
- US\_NAICS\_2022 238160 Roofing Contractors
- US\_NAICS\_2022 23819 Other Foundation, Structure, and Building Exterior Contractors
- US\_NAICS\_2022 238190 Other Foundation, Structure, and Building Exterior Contractors
- US\_NAICS\_2022 54135 Building Inspection Services
- US\_NAICS\_2022 541350 Building Inspection Services
- US\_NAICS\_2022 92615 Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors
- US\_NAICS\_2022 926150 Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors

**Supporting Documentation:**

Download All Files

Search

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



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

**Requested Information:**

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

**Questionnaires**

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

**Other Completed Documents**

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

**Optional Documentation**

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

**Document Takers**

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

[Skip Top Navigation](#)



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

3

[Skip Top Navigation](#)



### Portal

Vendors	Contact	Email	Phone	Subcontract Services
Blueprint Industrial Contractors	Leverria Belton	<a href="mailto:larrybelton@hotmail.com">larrybelton@hotmail.com</a>	3053338110	Inspection, construction, code violations resolve
RiteView Inspections, LLC	Vincent Smith	<a href="mailto:vincent@riteviewinspections.com">vincent@riteviewinspections.com</a>	3057858517	Inspections

### Messages

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

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

There is currently nothing to display here.

### Submissions and Subcontracting

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



## Vendor Discussions

No messages



## Public Notices

No messages

**Question Set 1: Tab 1 - Experience and Capabilities**

# Exhibit "B"

**Question Set 1 Instructions**

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

#	Question	Response	Comment
1.0.1	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	30+ years comprehensive experience home inspection, cost estimating, and specification writing for federally funded programs	DBPR: licensed Home Inspector, General Contractor, Roofing Contractor, Mold Assessor, Mold Remediator. Other: Aging in Place Certified Specialist, LBP Certified Lead Renovator, Wind & Hurricane Mitigation Inspector
1.0.2	A minimum of two (2) years of experience is required. Please provide proof of such experience.	30+ years comprehensive experience home inspection, cost estimating, and specification writing for federally funded programs	Very extensive: please see attached Executive Summary and Experience. Our firm has over seventy years of combined Inspection, Specification Writing, and Construction excellence with proven experience and references that we are able to perform the scope of services within the time frame allotted to attain the goals of the Florida Housing Finance Corporation Community Development Block Grant, Department of Housing and Urban Development, Home Investment Partnership, and State Housing Initiatives Partnership Programs to the complete satisfaction of the City of Pembroke Pines and the Homeowner. Currently we are providing Home Inspection and Cost Estimating/Construction Specification services to Cities and Towns throughout Broward County and in locations in Dade County.
1.0.3	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	Located in Fort Lauderdale Broward County FL	Currently providing Home Inspection, Cost Estimating and Specification Writing services to agencies throughout Broward County
1.0.4	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	all projects completed or currently in progress	Very extensive: please see attached Executive Summary and Experience
1.0.5	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	Contact: Wm LaMarr Ruffin, Home Inspector, President	Supervisory personnel: Wm LaMarr Ruffin, Myriam Thomas, Sharon Levia
1.0.6	It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.	Uploaded	Wm LaMarr Ruffin, Myriam Thomas, Sharon Levia
1.0.7	It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.	Uploaded	Wm LaMarr Ruffin
1.0.8	Explain the ability and experience of the field staff with specific attention to project related experience.	30+ years comprehensive experience home inspection, cost estimating, and specification writing for federally funded programs	Very extensive: please see attached Executive Summary and Experience
<b>8 Questions</b>		<b>100.00% Complete</b>	

## Question Set 2: Tab 2 - References Form

### Question Set 2 Instructions

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

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

Details should include the following:

#	Question	Response	Comment
<b>Reference #1: Reference Contact Information</b>			
2.1.1	Name of Firm, City, County or Agency	City of North Miami Housing	
2.1.2	Address	776 NE 125th St North Miami FL 33161	
2.1.3	Contact Name	Alberte Bazile	
2.1.4	Contact Title	Director of Housing and Social Services	
2.1.5	Contact E-mail Address	<a href="mailto:abazile@northmiamifl.gov">abazile@northmiamifl.gov</a>	
2.1.6	Contact Telephone #	305-895-9816	
<b>Reference #1: Project Information</b>			
2.2.1	Name of Contractor Performing the work	Wm LaMarr Ruffin	
2.2.2	Name and location of the project	Home Inspection, Cost Estimating, and Specification Writing North Miami FL	
2.2.3	Nature of the firm's responsibility on the project	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.2.4	Project duration	2012 and 2016-current	
2.2.5	Completion (Anticipated) Date	ongoing	
2.2.6	Size of project	varies	
2.2.7	Cost of project	varies	
2.2.8	Work for which staff was responsible	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.2.9	Contract Type	consultant	
2.2.10	The results/deliverables of the project	all projects complete or in progress	
<b>Reference #2: Reference Contact Information</b>			
2.3.1	Name of Firm, City, County or Agency	CRA of Florida Inc	
2.3.2	Address	8569 Pines Blvd Pembroke Pines FL 33024	
2.3.3	Contact Name	Andrew Azebeokhai	
2.3.4	Contact Title	Preisident	
2.3.5	Contact E-mail Address	<a href="mailto:andrew@crasouthfl.com">andrew@crasouthfl.com</a>	
2.3.6	Contact Telephone #	954-431-7866	
<b>Reference #2: Project Information</b>			
2.4.1	Name of Contractor Performing the work	Wm LaMarr Ruffin	

2.4.2	Name and location of the project	Home Inspection, Cost Estimating, and Specification Writing North Miami FL	
2.4.3	Nature of the firm's responsibility on the project	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.4.4	Project duration	2009-current	
2.4.5	Completion (Anticipated) Date	ongoing	
2.4.6	Size of project	varies	
2.4.7	Cost of project	varies	
2.4.8	Work for which staff was responsible	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.4.9	Contract Type	consultant	
2.4.10	The results/deliverables of the project	all projects complete or in progress	
<b>Reference #3: Reference Contact Information</b>			
2.5.1	Name of Firm, City, County or Agency	Broward County Minority Builders	
2.5.2	Address	499 NW 70th Ave Ste101 Plantation FL 33317	
2.5.3	Contact Name	Janice Hayes	
2.5.4	Contact Title	Director of Housing and Community Development	
2.5.5	Contact E-mail Address	<a href="mailto:janice.hayes@minoritybuilders.org">janice.hayes@minoritybuilders.org</a>	
2.5.6	Contact Telephone #	954-792-1121	
<b>Reference #3: Project Information</b>			
2.6.1	Name of Contractor Performing the work	Wm LaMarr Ruffin	
2.6.2	Name and location of the project	Home Inspection, Cost Estimating, and Specification Writing North Miami FL	
2.6.3	Nature of the firm's responsibility on the project	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.6.4	Project duration	2010-current	
2.6.5	Completion (Anticipated) Date	ongoing	
2.6.6	Size of project	varies	
2.6.7	Cost of project	varies	
2.6.8	Work for which staff was responsible	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.6.9	Contract Type	consultant	
2.6.10	The results/deliverables of the project	all projects complete or in progress	
<b>Reference #4: Reference Contact Information</b>			
2.7.1	Name of Firm, City, County or Agency	City of Tamarac Housing & Community Development	
2.7.2	Address	7525 NW 88th Ave Tamarac FL 33401	
2.7.3	Contact Name	Nichola Lewis	

2.7.4	Contact Title	Housing and Community Development Coordinator	
2.7.5	Contact E-mail Address	<a href="mailto:nichola.lewis@tamarac.org">nichola.lewis@tamarac.org</a>	
2.7.6	Contact Telephone #	954-597-3538	
<b>Reference #4: Project Information</b>			
2.8.1	Name of Contractor Performing the work	Wm LaMarr Ruffin	
2.8.2	Name and location of the project	Home Inspection, Cost Estimating, and Specification Writing North Miami FL	
2.8.3	Nature of the firm's responsibility on the project	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.8.4	Project duration	2016-current	
2.8.5	Completion (Anticipated) Date	ongoing	
2.8.6	Size of project	varies	
2.8.7	Cost of project	varies	
2.8.8	Work for which staff was responsible	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.8.9	Contract Type	consultant	
2.8.10	The results/deliverables of the project	all projects complete or in progress	
<b>Reference #5: Reference Contact Information</b>			
2.9.1	Name of Firm, City, County or Agency	Town of Davie FL	
2.9.2	Address	4700 SW 64 Ave Ste D Davie FL 33314	
2.9.3	Contact Name	Jael Martinez	
2.9.4	Contact Title	Neighborhood Revitalization Program Coordinator	
2.9.5	Contact E-mail Address	<a href="mailto:Jmartinez@davie-fl.gov">Jmartinez@davie-fl.gov</a>	
2.9.6	Contact Telephone #	954-797-1152	
<b>Reference #5: Project Information</b>			
2.10.1	Name of Contractor Performing the work	Wm LaMarr Ruffin	
2.10.2	Name and location of the project	Home Inspection, Cost Estimating, and Specification Writing North Miami FL	
2.10.3	Nature of the firm's responsibility on the project	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.10.4	Project duration	2017-current	
2.10.5	Completion (Anticipated) Date	ongoing	
2.10.6	Size of project	varies	
2.10.7	Cost of project	varies	
2.10.8	Work for which staff was responsible	initial home inspection, specification writing, cost estimate, oversee bid letting, conduct prebid meeting, progress and final construction inspections	
2.10.9	Contract Type	consultant	

2.10.10	The results/deliverables of the project	all projects complete or in progress	
---------	---	--------------------------------------	--

80 Questions	100.00% Complete
--------------	------------------

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

### Question Set 3 Instructions

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

#	Question	Response	Comment
<b>General</b>			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	Expert well experienced Home Inspector provides initial home inspection, work write up specifications and cost estimate, oversee bid letting and prebid meeting, conduct progress and final inspection. We are committed to providing the very best exceptional solutions for improvement of basic residential habitability with dedicated attention to cost savings, energy conservation and efficiency, with respect to determining the extent of rehabilitation needed. We have demonstrated ability in managing a high volume of projects simultaneously, and our efficient and thorough Home Inspections, also consider toxic conditions and accessibility standards. Our dedication and efficiency will dictate the quality of seamless services we will deliver	
3.1.2	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	Expert well experienced Home Inspector provides initial home inspection, work write up specifications and cost estimate, oversee bid letting and prebid meeting, conduct progress and final inspection	
3.1.3	How would you organize this project in terms of milestones?	In sequential order of operations: home inspection, project photography, cost estimate and written specifications, oversee bid letting and prebid meeting, progress and final inspections	
3.1.4	Identify any issues or concerns of significance that may be appropriate.	None	
3.1.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	ISC Associates Inc is a highly respected local Home Inspection and Specification Writing firm providing comprehensive work write up and construction inspections throughout Broward County. Our staff is highly qualified and maintains professional and technical certifications for specified construction circumstances and conditions. specializes in providing excellent residential and commercial property inspection and cost estimating/specification writing service, construction knowledge and proficiency includes all phases of building and highway construction, public sector government contracting, residential development, and commercial construction projects and a team standard demonstrating	
<b>Quality</b>			
3.2.1	How do you ensure the quality of your services? What criteria do you use to measure your quality?	Each project file recives an Order of Operations checklist form to assure compliance with procedures and documents, and specialists review sections of final documents proofing for errors and ambiguities.	
3.2.2	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	Rarely; errors are verified and corrected predicated on extensiveness, ranging from 2 days to 1 week.	

3.2.3

Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.

Each project file receives an Order of Operations checklist form to assure compliance with procedures and documents, staff reviews order of operations checklist and final documents proofing for errors and ambiguities. Ms. Thomas has over fifteen years of professional experience as an office manager and document manager. Ms. Thomas administers all inspection schedules, pre-bid schedules, and coordinates the subcontractors, contract administrators, and home inspector to assure the continuous uninterrupted progress of all rehabilitation projects. Our staff prepares the bid documents, construction documents, inspection reports, billing documents, and compliance documents, and is

8 Questions

100.00% Complete

### Question Set 4: Contact Information Form

#	Question	Response	Comment
<b>Company Information</b>			
4.1.1	Company Name	TSC ASSOCIATES INC	
4.1.2	Company Address	1171 NW 27th Ave Fort Lauderdale FL 33311	
4.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
<b>Primary Contact for the Project</b>			
4.2.1	Contact Name	Wm LaMarr Ruffin	
4.2.2	Contact Title	President	
4.2.3	Contact E-mail Address	<a href="mailto:tscinspectservices@gmail.com">tscinspectservices@gmail.com</a>	
4.2.4	Contact Telephone Number	954-316-8952	
<b>Authorized Approver</b>			
4.3.1	Contact Name	Wm LaMarr Ruffin	
4.3.2	Contact Title	President	
4.3.3	Contact E-mail Address	tscinspectservices@gmail.com	
4.3.4	Contact Telephone Number	954-316-8952	
<b>Professionally Licensed Engineer for the Project / Single Point of Contact</b>			
4.4.1	Contact Name for the single point of contact, that is a professionally licensed Engineer, for this project, when/if awarded.	Wm LaMarr Ruffin	
4.4.2	Contact Title	President	
4.4.3	Contact E-mail Address	tscinspectservices@gmail.com	
4.4.4	Contact Telephone Number	954-316-8952	
<b>15 Questions</b>		<b>100.00% Complete</b>	

## Question Set 5: Proposer's Background Information

### Question Set 5 Instructions

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

#	Question	Response	Comment
<b>Former Business</b>			
5.1.1	Under what former name has your business operated? Include a description of the business.	Twenty Second Century Roofing Inc, Roofing Contractor	
5.1.2	At what address was that business located?	1171 NW 27th Ave Fort Lauderdale FL 33311	
<b>Past Failure</b>			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
<b>Inspected</b>			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
<b>Subcontracting</b>			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	
<b>Bankruptcy Petitions</b>			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	None	
<b>Bond Claims</b>			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	None	
<b>Claims, Arbitrations, Administrative Hearings and Lawsuits</b>			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	None	
<b>Criminal Proceedings or Hearings</b>			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	None	
<b>Company Classification</b>			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
<b>Debarment/Suspension</b>			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
<b>Similar Experience &amp; Contracts</b>			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	30+ years experience home inspections, cost estimating, and specification writing for federally funded housing projects	
<b>12 Questions</b>			<b>100.00% Complete</b>

## Question Set 6: Vendor Registration Checklist

### Question Set 6 Instructions

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

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
<b>Vendor Information Form</b>			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
<b>Form W-9 (Rev. October 2018 or later)</b>			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
<b>Company Profile</b>			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
<b>Sworn Statement on Public Entity Crimes Form</b>			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	7A
<b>Local Business Tax Receipts</b>			
6.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
<b>Veteran Owned Small Business Preference Certification</b>			
6.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
<b>Equal Benefits Certification Form</b>			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	Other - Not Listed Above	CONTRACTOR DOES NOT PROVIDE BENEFITS
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
<b>Scrutinized Company Certification</b>			
6.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>E-Verify System Certification Statement</b>			
6.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Federal Projects</b>			
6.11.1	<p>Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal?</p> <p>Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying.</p> <p>Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.</p>	Completed Lobbying & Debarment Certifications	
6.11.2	<p>Did you submit a completed "Standard Form - LLL, "Disclosure Form to Report Lobbying" in the Vendor Registration Portal?</p> <p>Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p>	Yes	Submitted Standard Form LLL

6.11.3

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

Yes

13 Questions

100.00% Complete



City of Pembroke Pines

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the Owner  
\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature William Martin  
Title President/Owner  
Name of Company TSC Associates Inc



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

### **RESUMES OF TSC ASSOCIATES INC TEAM MEMBERS**



**WM. LA'MARR RUFFIN**  
**P.O. Box 120487**  
**Fort Lauderdale Florida 33312**  
**954-709-0471**  
tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor  
RPP Certified Lead Renovator

## **MISSION**

As President of **TSC ASSOCIATES INC.** La'Marr Ruffin has built a staff of highly qualified personnel collectively representing more than seventy years of superior residential home inspection and cost estimating services. Every project receives the Home Inspector's individual professional attention.

Document and communication monitoring is managed by supervisory personnel, with a detailed internal order of operations process maintained for every project to ensure seamless operations for field services as well as administrative procedures. For smooth continuation of services and ease of access and understanding for all personnel, supervisory teams confer on a regular and consistent basis to review status of projects and update the order of operations charts for work in progress. Please review our Example Home Inspection and Cost Estimating Documents included.

The expertise and accomplishments of **TSC ASSOCIATES INC.** professional workforce is the foundation for the firm's success. We have assembled a multidisciplinary and dynamic leadership team that is committed to managerial excellence, technical superiority and continuous professional growth, inspiring our team to operate at maximum efficiency. The uncanniness of our anticipation of each others' needs further enhances our ability to provide seamless and exemplary service.

## **LA'MARR RUFFIN: QUALIFICATIONS**

### **TSC ASSOCIATES INC. FORT LAUDERDALE FLORIDA , an EPA Certified Lead Safe Firm**

2002 - current

*President/Chief Executive Officer, Residential and Commercial Inspections, Specification Writer/Estimator*

*Proven experience in home inspection and specification writing, general contracting, roofing, government contracting, public and private sector contracting.*

Florida Licensed Professional Technical Personnel: Residential and Commercial Inspections and Specification Writing, progress inspections, final inspections.

Bid process preparation and facilitation, evaluation of costs, negotiations and procurement.

Expert knowledge and application of Florida Building Code, Florida Building Code Residential, Florida Building Code Energy Conservation, Florida Building Code Accessibility, ADA Standards and Guidelines, HUD Policies and Procedures, LHAP's, CFR's, etc.

Responsible for all executive, financial, operational, management, leadership, and supervisory decisions.

### **FIRST METRO BUILDERS INC. FORT LAUDERDALE FLORIDA**

1996 – 2002

*Chief Operations Officer, Chief Estimator, Commercial & Residential Building and Highway Construction*

- Human Resources Management; Administrative & Field personnel
- Marketing & Sales
- Bid Preparation Chief Estimator, evaluate cost estimates using comparison procedures
- Specification Compliance/Material Safety Data Sheet, Quality Control
- Negotiations and Procurement



Continued...

**WM. LA'MARR RUFFIN**, HOME INSPECTOR

HI-687 Home Inspector

MRSR176 Mold Assessor

MRSA187 Mold Remediator

CGC061653 State Certified General Contractor

CCC1325961 State Certified Roofing Contractor

**RUFFIN CONSTRUCTION INC.** Rochester NY

1977-1994

*Chief Operations Officer, Chief Estimator, Commercial & Residential Building and Highway Construction*

- Human Resources Management, Administrative & Field personnel
- Bid Preparation Chief Estimator, evaluate cost estimates using comparison procedures
- Project Manager, Union Representative
- Contract and Specification Compliance/Material Safety Data Sheet, Quality Control
- Negotiations and Procurement, Marketing & Sales

**EDUCATION, LICENSING AND CERTIFICATION** - copies of licensing and certifications included.

University of Toledo Ohio Industrial Engineer, Bachelor of Science

HI-687 Florida Certified Home Inspector

MRSR187 Florida Certified Mold Assessor

MRSA176 Florida Certified Mold Remediator

My Safe Florida Home Wind and Hurricane Mitigation Inspector

CI Building Contaminant Inspector, Assessor, and Technician

CI Certified EPA/RRP Lead Renovator

CGC061653 Florida Certified General Builder

CCC1325961 Florida Certified Roofing Contractor

H.U.D. Section 3 Certificate of Completion

U.S. E.P.A. Toxic Substances Control Certification NAT99033-1, Florida 99033-1

**Affiliations & Associations:**

Association of Construction Industry Certified Professionals

AGC/GBC & NYS DOL Construction Management

NYS DOT Affirmative Action Advisory Council

City of Rochester NY Affirmative Action Advisory Council

NYS Annual Black & Puerto Rican Legislative Caucus, Albany NY

City of Rochester NY Minority Business Workshops

Association of Minority Enterprises of NY Inc

Great Lakes Minority Contractors Association

A50 Club: Tomorrow's Leaders Today

**SHARON LEVIA**

P.O. Box 120487  
Fort Lauderdale Florida 33312  
954-316-8952  
tscinspectservices@gmail.com

***Qualifications:***

- Proficient with Adobe Creative Suite, Google Photo, Adobe Photo, Excel, MS Word, Cloud Applications, QuickBooks & multiple custom software programs, computerized/digital document production, online commerce.
- Install, maintain, troubleshoot, diagnose & repair computer software, hardware & peripherals, proficient in working with end-users remotely, monitor system & software updates, upgrades, and security.
- Ability to present complex information in an easy to understand format; communication and technical writing skills.
- Ability to interpret diagrams & other source materials, knowledge of HUD Handbook for PHAs 7460.8, Florida Building Codes and LHAPs, etc.
- Knowledge of construction contracts, procurement methods, administrative procedures, project management methodologies.
- Public, private, non-profit sectors comprehensive accounting thru Financial Statements, General Ledger analysis and repair.
- Automated data maintenance, customization of reporting infra-structures to dovetail with reporting requirements for entity structure, knowledge and application of G.A.A.P.
- Government contracting, reporting & compliance, tax reporting & compliance, tax incentive opportunities.

***Experience Includes:***

**TSC Associates Inc., Fort Lauderdale FL**

Proposal Writer, Specification Writer's Assistant, Research Analyst, Accounting: Review and analyze home inspection/specification writing bid proposals, prepare qualifications, evaluate proposal content requirements and manage deliverables utilizing digital processes, submit inquiries regarding subject matter for clarification, track competitor data and project details.

Review construction specifications for conformity to standards; Data mining including permit histories/code research/code compliance; Research building products and components; Determine materials and building systems for projects, submittal reviews. Write technical descriptions specifying material properties & standards, industrial processes and manufacturing procedures; Online commerce and custom designed packaging of specifications, inspections reports, photography.

Multiple entity in-house accounting review, year-end reconciliations & adjustments, production of financial reports, process analysis & improvement.

**Small Business Services, Phoenix AZ**

Contract Consultant with City of Phoenix Community and Economic Development Department Light Rail Project providing comprehensive business development technical assistance to small enterprises negatively impacted by light rail construction, emphasizing business and marketing plans, accounting, tax reporting, government procurement. Resolution of operational obstacles, completed projects within budget and deadline, met all deliverables. Hire and supervise temporary personnel to establish accounting and data management systems. Manage multiple clients in diverse industries simultaneously.

**Mountain States Asbestos Removal, Scottsdale AZ**

Office Manager: Environmental Remediation for HUD projects Arizona, Oregon, and New Jersey. Accountant, job cost, Work in Process reports, periodic tax reporting, payroll, union reports, monthly financial statements, Davis-Bacon reports. Supervise payroll department and clerical staff.

**Business Documents Inc. Phoenix AZ**

General Manager for full service printer including accounting through financial statements and reporting, outsourced payroll & human resource management. Automated a completely manual shipping system to reduce expenses and labor costs and procured free equipment from UPS to accomplish this. Procurement of automated equipment & training for high volume in-house printing. Facilitated development & implementation of interactive ordering system for national customer base.

**Pima Companies, Scottsdale AZ**

Project Accounting for land speculation, development, construction, and property management including financial reporting, subsidiary journals including job cost and WIP reports, trustee reports for Resolution Trust submitted to the US Bankruptcy court, submit payment draw requests to trustee for work in progress. Production of comprehensive cash flow spreadsheets for speculation projects based on data provided by engineers and consultants.

**Ruffin Construction, Inc., Rochester NY**

Accounting for construction and property management including all data entry, financial reporting, subsidiary journals, including job cost and WIP reports, certified payrolls, AIA billing, secure MBE certification, 8(a) certification. Obtained MESBIC (Minority Enterprise Small Business Investment Committee) loan to fund cash flow, project manager for under \$150K government construction, project manager VAMC various sites repairs & improvements ADA retrofitting, assistant project manager (reporting to La'Marr Ruffin Project Manager) for Rochester Convention Center Foundation Phase under internship with John B. Pike & Sons Construction Co., Project Superintendent supervising crews for residential renovation and weatherization projects, completed projects within schedule with no back-charges. Assist with bids and estimating, preparation of transmittals for procurement of specified materials, maintain compliance with general and technical conditions for US Army Corps construction projects (reporting to La'Marr Ruffin Project Manager).

***Affiliations & Education:***

Internship NYS DOL & AGC/GBC Construction Management

USSBA DOD/USAC Certified Contract Negotiator, University of Rochester, NY, Contract Negotiation

NYS DOT & City of Rochester NY Affirmative Action Advisory Councils

NYS Annual Black & Puerto Rican Legislative Caucus

NYS DOL/City of Rochester Women in Business Workshops

Association of Minority Enterprises of NY Inc

Great Lakes Minority Contractors Association

NYS HMO Regional Finance Directors Annual Review conference

Monroe Community College, Accounting, Journalism

**MYRIAM THOMAS**

P.O. Box 120487

Fort Lauderdale, FL 33312

(954)316-8952

tscinspectservices@gmail.com

**PROFILE**

- Extensive experience facilitating Community Development Block Grant Funds Residential Housing Rehabilitation Programs including: Florida Housing Finance Corporation, State Housing Initiatives Partnership, Housing & Urban Development, Home Investment Partnership, Neighborhood Stabilization Programs
- Mortgage Broker License Real Estate Broker License
- Associate Degree, Accounting Business Administration and Management

**KEY STRENGTHS**

Process evaluation and improvement:

*examine work processes, create solutions, measure improvements.*

Review & recommend for cost savings:

*participate in development of strategic planning processes.*

Operations management:

*communicate with inspectors and coordinate field activities.*

*effective administration of federal housing rehabilitation programs terms and conditions.*

Improve internal data tracking:

*develop internal data/paper flow processes, reduce completion time.*

Effective customer service:

*professional interaction with clients and business constituents, ability to successfully manage difficult situations.*

**CAREER HISTORY**

**TSC Associates Inc.**, Fort Lauderdale Florida, Office Manager

2010 – current

Manage multiple projects simultaneously providing support to the home inspector; scheduling and calendar coordination; research and create presentations; maintain digital database including distribution/contact lists by category, distribute directives to clients and subcontractors, labeling, filing and archiving of communications, continuity of communications.

Receive and monitor purchase orders, prepare job set-up media, prepare home inspection reports, coordinate pre-bid conferences and announcements, assist in technical document research and production, assist with specification writing, monitor job schedules, manage job compliance; custom designed packaging of specifications, inspections reports, and photography; manage billing and accounts receivable processes and collections.

**Centurion Capital Investments, Inc.** Miami Florida, Broker

2004 - 2010

Assist sellers and buyers of real estate. Conduct due diligence processes, review contract preparation for accuracy and completeness, approval of transactions ready for closing. Oversee and supervise clerical and customer service personnel.

*Myriam Thomas, continued*

ES Cummings Construction, Miami Florida, Office Manager

2000 - 2004

Accounting clerk managing accounts receivable, payable, payroll including periodic filing compliance, bank reconciliations, lien releases, permitting, customer service

K-Mart Corporation, Miami Florida

1989 – 2000:

Customer Service Supervisor 1989 – 1992

Train, manage, and supervise customer service desk personnel

Cash Office Supervisor 1992 – 1994

Reconcile daily receipts and balance to bank deposit, prepare vouchers and expense reports

Office Manager 1995 – 1998

Oversee and coordinate office scheduling, assist department managers as needed, administer corporate policy and procedure, review and approve departmental accounting transactions, maintain automated inventory

Human Resource Manager 1999 – 2000

Manage team member training activities, develop customer focused team. Recruit, interview, and hire qualified team members. Implement and coach the “Guide to Excellence” corporate personnel program, including administration of corporate human resource policies and programs. Ensure compliance to federal, state and local employment law.

Mildred & Claude Pepper Towers, Miami Florida, Property Manager

1998 - 1999

Responsible for tenant annual recertification and compliance with HUD rules and regulations. Automated data management and maintenance including processing of accounts payable, etc., monitor online marketing and communications Trac Systems, review official correspondences and communications for approval.

**EDUCATION**

Florida Licensed Real Estate Broker/Sales, License #BK3043624

Gold Coast School of Real Estate, 2006

Gold Coast School of Real Estate, 2005

Keiser University, 2003

Computer Business Administration and Management Carol City Senior High School, 1989





# CERTIFICATE OF LIABILITY INSURANCE

Date  
12/12/2023

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage	NAIC #
Insurer A: Lion Insurance Company	11075
Insurer B:	
Insurer C:	
Insurer D:	
Insurer E:	

## 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	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>X</b></td> <td style="width: 20%;">WC Statutory Limits</td> <td style="width: 10%; text-align: center;">OTH-ER</td> <td style="width: 65%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<b>X</b>	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
<b>X</b>	WC Statutory Limits	OTH-ER																				
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

**Other** Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 84-65-201  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":  
**TSC Associates, Inc.**  
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to [certificates@lioninsurancecompany.com](mailto:certificates@lioninsurancecompany.com)  
**Project Name:**  
 ISSUE 02-04-21 (PH), REISSUE 03-01-21 (PH)  
Begin Date: 5/10/2020

CERTIFICATE HOLDER	CANCELLATION
CITY OF PEMBROKE PINES  601 CITY CENTER WAY PEMBROKE PINES, FL 33025	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

## **PROFESSIONAL LICENSING AND CREDENTIALS**

**HOME INSPECTOR  
GENERAL CONTRACTOR  
ROOFING CONTRACTOR  
MOLD ASSESSOR  
MOLD REMEDIATOR  
CERTIFIED AGING IN PLACE SPECIALIST  
EPA RPP CERTIFIED RENOVATION FIRM**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**HOME INSPECTORS LICENSING PROGRAM**  
THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: HI687**

**EXPIRATION DATE: JULY 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**MOLD-RELATED SERVICES LICENSING PROGRAM**

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: MRSR187**

**EXPIRATION DATE: JULY 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**MOLD-RELATED SERVICES LICENSING PROGRAM**

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: MRSA176**

**EXPIRATION DATE: JULY 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

TSC ASSOCIATES INC  
2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: CCC1325961**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**  
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

INDIVIDUAL  
2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: CGC061653**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# CERTIFICATE OF COMPLETION

For having successfully completed the Marketing & Communicating with the Aging In Place Client (CAPS I) course, earning 6 continuing education hours offered by Golden Age Living, LLC on January 24, 2018

## William L. Ruffin

---

This certificate is evidence of a continued commitment to excellence and professionalism in the building industry



---

*John Barrows CGB, CGP, GMB, Master CGP*  
*2018 NAHB Education Committee Chair*



# CERTIFICATE OF COMPLETION

For having successfully completed the Design Concepts for Livable Homes and Aging In Place (CAPS II) course, earning 6 continuing education hours offered by Golden Age Living, LLC on January 25, 2018

## William L. Ruffin

---

This certificate is evidence of a continued commitment to excellence and professionalism in the building industry



---

*John Barrows CGB, CGP, GMB, Master CGP*  
2018 NAHB Education Committee Chair



# CERTIFICATE OF COMPLETION

For having successfully completed the Details & Solutions for Livable Homes and Aging In Place (CAPS III) course, earning 6 continuing education hours offered by Golden Age Living, LLC on January 26, 2018

## William L. Ruffin

---

This certificate is evidence of a continued commitment to excellence and professionalism in the building industry



---

*John Barrows CGB, CGP, GMB, Master CGP*  
2018 NAHB Education Committee Chair





You are here: [EPA Home](#) » [Lead](#) » Certified Renovation Firms  
**Certified Renovation Firms**

The following certified firm matches the criteria that you specified.

- Firm Name : TSC ASSOCIATES
- Discipline: Renovation

[New Search](#)

Renovation firms must apply for recertification every 5 years. The expiration of each firm's current certification is listed below. Go to [EPA's lead-safe certification program webpage](#) for more information or to apply online.

Show  entries

Filter results:

Firm	Discipline	Certification Number	Expiration Date
TSC Associates, Inc. 1171 NW 27th Avenue Fort Lauderdale , Florida 33311 954-316-8952	Renovation	NAT-99033-2	11/03/2021

Showing 1 to 1 of 1 entries

First Previous  Next Last

Disclaimer

For your convenience, the U.S. Environmental Protection Agency (EPA) publishes this list of certified renovation firms that meet EPA's standards to perform renovation activities involving lead-based paint. The list is an information resource only. EPA does not endorse any of the firms included on this list nor do we provide any warranty about their performance. Consumers are advised to request bids and conduct reference checks before engaging any firm/contractor.

FEBRUARY 10, 2017



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

**OTHER CERTIFICATIONS:  
FLORIDA OSD CERTIFIED BUSINESS  
SECTION 3 REGISTERED FIRM**

# State of Florida

## *Minority Business Certification*

TSC ASSOCIATES INC.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
12/20/2023 to 12/20/2025



---

J. Todd Inman  
Florida Department of Management Services



Section 3 Business Registry  
Self Certification  
U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity



# TSC ASSOCIATES INC.

## Contact Information

### Address

TSC ASSOCIATES INC.  
1171 NW 27th Ave  
FORT LAUDERDALE , FL 33311

### Telephone

(954) 316-8952

### Website Address

### Email

tscinspectservices@gmail.com

### Point of Contact

Wm. La'Marr Ruffin  
(954) 700-0471

## Business Details

### Employer Identification Number

20-0040973

### Business License

P02000102555

### DUNS Number

039623571

### NAICS

238190

### County

Broward

### Year Business Established

2002

**Number of Employees**

2

**Locations NOT Willing to Serve**

outside Broward County

**Registration Date**

07/26/2017

**Business Capabilities**

- Consulting
- home inspection and cost estimating services

residential home inspection and cost estimating services, construction inspection and monitoring services.

**Section 3 Business Criteria**

- a) Fifty-one percent or more of the business is owned by Section 3 Residents;
- b) Thirty percent or more of the business' full time employees are Section 3 Residents; or
- c) The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

---

**Disclaimer**

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

---

To correct your business's information, contact [Sec3Biz@hud.gov](mailto:Sec3Biz@hud.gov).

**How Do I Notify HUD if I Suspect that a Business in this Registry Does Not Meet Section 3 Eligibility Criteria?**

If you believe that a firm has misrepresented itself as a Section 3 Business, please [email the U.S. Department of Housing and Urban Development](mailto:Sec3Biz@hud.gov) at [Sec3Biz@hud.gov](mailto:Sec3Biz@hud.gov) .

**Your email should contain the following information:**

- Your name, telephone number, and email address (this information will not be shared outside of HUD)
- Name, city, and state of firm that has allegedly misrepresented their status as a Section 3 business.
- Any narrative explanations describing why you believe that this firm does not meet the Section 3 Business eligibility criteria.

*U. S. Department of Housing and Urban Development*

# **CERTIFICATE OF COMPLETION**

*Presented To*

**WILLIAM RUFFIN**

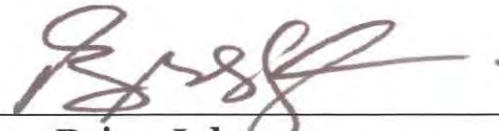
*For Successfully Completing*

**HUD's SECTION 3 TRAINING**

*Presented on June 8, 2011*

*Candace M. Tapscott*

**Candace Tapscott**  
Miami Center Director  
Office of Fair Housing & Equal Opportunity



**Brian Johnson**  
Executive Director  
Broward County Minority Builders Coalition



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

### **TSC ASSOCIATES INC.**

#### **SECTION 3 PLAN**

**TSC ASSOCIATES INC.** has implemented the following affirmative action steps directed at increasing the utilization of low income residents within the City of Tamarac, Florida:

1. To ascertain local boundaries of the Section 3 covered project area.
2. To attempt to recruit from within the city the necessary number of low income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service, if employment becomes available..
3. To maintain a list of low income area residents who have applied either on their own or by referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert Section 3 of the Housing and Urban Development Act of 1968 Contract Provisions clause in all subcontracts over \$100,000, to obtain Contracts and Subcontracts (Table A), and Estimated New Hires (Table B) from said subcontractors, and to obtain all documentation for completion of New Hire Report (Table C), and Business Utilization Report (Table D) prior to final payment, (contracts for less than \$100,000 are exempt) in all distributed specifications.
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending subcontracting opportunities.
7. To maintain records which document that affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Contracts and Subcontracts (Table A) information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Estimated New Hires (Table B ) all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder of a contract in excess of \$100,000, to submit New Hire Report (Table C ) and Business Utilization Report (Table D) to City of Tamarac, Florida.



# **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
 954-316-8952  
 954-533-8952 Fax  
 Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
 MRSR176 Mold Assessor  
 MRSA187 Mold Remediator  
 CGC061653 State Certified General Contractor  
 CCC1325961 State Certified Roofing Contractor

## **EMPLOYEE TRAINING and Continuing Education for Re-Certification**

<b>ATTENDEE:</b>	<b>FACILITY:</b>	<b>CERTIFICATION:</b>
Wm. La'Marr Ruffin	Association of Construction Industry Certified Professionals	Home and Property Inspector
Wm. La'Marr Ruffin	Contractors Institute	Home Inspector, Hurricane Mitigation Home Inspector, Building Systems
Wm. La'Marr Ruffin	My Safe Florida Home	Wind & Hurricane Mitigation Inspector
Wm. La'Marr Ruffin	Contractors Institute	Principles of Mold Assessment and Remediation
Wm. La'Marr Ruffin	Contractors Institute	Mold & Moisture Remediation Florida Statute 455, Business & Professional Regulation
Wm. La'Marr Ruffin	Contractors Institute	Certified EPA RRP Lead Renovator Certified EPA RRP Lead Renovations Certified EPA RRP Lead Renovation C.I.L.B.
Wm. La'Marr Ruffin	Contractors Institute	2014 Adv Code Energy Conservation Chapter 4 Construction Industry Licensing Board Required Subjects
Wm. La'Marr Ruffin	Association of Construction Industry Certified Professionals	Building Contaminant Assessor
Wm. La'Marr Ruffin	Association of Construction Industry Certified Professionals	Building Contaminant Technician
Wm. La'Marr Ruffin	HUD	H.U.D. Section 3 Training U.S. Dept of Housing & Urban Development

**Association of Construction  
Industry Certified Professionals**  
*William Ruffin*

*Having met the required experience, attained the requisite training, and  
passed the proctored examination has hereby achieved the status of:*

*Home & Property Inspector*

*and is hereby entitled to use the designation of:*

**CI-HPI**

*Awarded this 13th day of October, 2010*

*Robert Koning*

Robert Koning - Director  
Association of Construction Industry  
Certified Professionals  
[www.ACICP.org](http://www.ACICP.org)



**CI Certified**  
**Construction Training  
and Certification**

# CERTIFICATE OF ATTENDANCE

William L Ruffin

License Number(s):

HI687

THIS CERTIFICATE PROVIDES EVIDENCE THAT THE ABOVE NAMED STUDENT ATTENDED THE FOLLOWING CONTINUING EDUCATION COURSE(S) ON JUL 28 & 29, 2016 IN HUDSON, FLORIDA BY PROVIDER #0001189

---

Home Inspector Day 1: Course #0000934

THIS IS A 7 HOUR CLASS INCLUDING:

2 hour(s) Hurricane Mitigation, 5 hour(s) Building Systems

---

Home Inspector Day 2: Course #0000935

THIS IS A 7 HOUR CLASS INCLUDING:

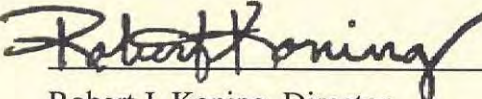
7 hour(s) Building Systems



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
**1-877-LICENSE • 727-861-7225**  
**www.ContractorsInstitute.com**



---

Robert J. Koning, Director  
Rhonda E. Koning, Director



[www.mysafefloridahome.com](http://www.mysafefloridahome.com)

**UF** | UNIVERSITY of  
**FLORIDA**

**William Ruffin**

has successfully completed

**My Safe Florida Home**  
**Wind and Hurricane Mitigation Inspector Training**

**Alex Sink**  
Chief Financial Officer  
State of Florida

**Craig R. Miller**  
My Safe Florida Home Inspector  
Training Coordinator

**January 31, 2008**  
**ARA**  
3710 Corporex Park Drive  
Suite #200  
Tampa, FL 33619

# CERTIFICATE OF ATTENDANCE

William L Ruffin

License Number(s):

MRSA176, MRSR187

THIS CERTIFICATE PROVIDES EVIDENCE THAT THE ABOVE NAMED STUDENT ATTENDED THE FOLLOWING CONTINUING EDUCATION COURSE(S) ON JUL 28 & 29, 2016 IN HUDSON, FLORIDA BY PROVIDER #0001189

---

Principles of Mold Assessment and Remediation CLASS: Course #0000110

THIS IS A 14 HOUR CLASS INCLUDING:

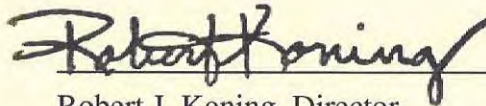
14 hour(s) General



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
1-877-LICENSE • 727-861-7225  
[www.ContractorsInstitute.com](http://www.ContractorsInstitute.com)



---

Robert J. Koning, Director  
Rhonda E. Koning, Director

# CERTIFICATE OF ATTENDANCE

William L Ruffin

License Number(s):

CCC1325961, CGC061653

THIS CERTIFICATE PROVIDES EVIDENCE THAT THE ABOVE NAMED STUDENT ATTENDED THE FOLLOWING CONTINUING EDUCATION COURSE(S) ON JUL 28, 2016 IN HUDSON, FLORIDA BY PROVIDER #0001189

---

Mold & Moisture Remediation: Course #0007559

THIS IS A 7 HOUR CLASS INCLUDING:

4 hour(s) General, 1 hour(s) Workplace Safety, 1 hour(s) Workers Compensation, 1 hour(s) Business Practice

---

F.S. Chapter 455-Business & Professional Regulation: Course #0009759

THIS IS A 1 HOUR CLASS INCLUDING:

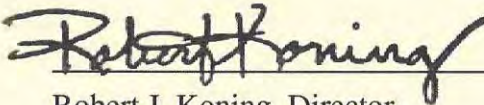
1 hour(s) Business Practice



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
1-877-LICENSE • 727-861-7225  
[www.ContractorsInstitute.com](http://www.ContractorsInstitute.com)



---

Robert J. Koning, Director  
Rhonda E. Koning, Director

# CONTRACTORS INSTITUTE

## *Certificate of Attendance and Successful Completion*

### WILLIAM RUFFIN

2622 NW 20<sup>th</sup> Street, Ft. Lauderdale FL 33311

HAS SUCCESSFULLY COMPLETED AND PASSED AN EXAMINATION AND HANDS ON SKILLS-ASSESSMENT  
COVERING THE CONTENTS OF A COURSE TITLED

### **Renovator – Initial – English (8-hour) Training Course**

Per 40 CFR part 745.225



Certificate Number **R-I-19139-16-02436**

Course Date: **August 6, 2016**

Exam Date: **August 6, 2016**

Expiration Date: **August 6, 2021**

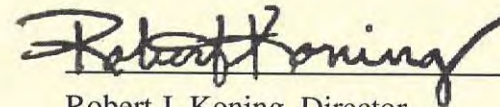
Course Location: **Tamarac, FL**



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
1-877-LICENSE • 727-861-7225  
[www.ContractorsInstitute.com](http://www.ContractorsInstitute.com)



Robert J. Koning, Director  
Rhonda E. Koning, Director

# CERTIFICATE OF ATTENDANCE

William L Ruffin

License Number(s):

CCC1325961, CGC061653

THIS CERTIFICATE PROVIDES EVIDENCE THAT THE ABOVE NAMED STUDENT ATTENDED THE FOLLOWING CONTINUING EDUCATION COURSE(S) ON AUG 06, 2016 IN TAMARAC, FLORIDA BY PROVIDER #0001189

---

Lead Renovation - 8 hr: Course #0608260

THIS IS A 8 HOUR CLASS INCLUDING:

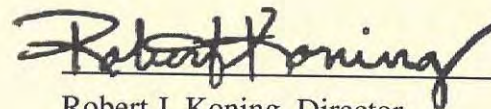
6 hour(s) General, 1 hour(s) Workplace Safety, , 1 hour(s) Business Practice



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
1-877-LICENSE • 727-861-7225  
[www.ContractorsInstitute.com](http://www.ContractorsInstitute.com)



---

Robert J. Koning, Director  
Rhonda E. Koning, Director

# CERTIFICATE OF ATTENDANCE

William L Ruffin

License Number(s):

HI687


THIS CERTIFICATE PROVIDES EVIDENCE THAT THE ABOVE NAMED STUDENT ATTENDED THE FOLLOWING CONTINUING EDUCATION COURSE(S) ON AUG 06, 2016 IN TAMARAC, FLORIDA BY PROVIDER #0001189

---

Lead Renovation - 8 hr CLASS: Course #CILB0608260

THIS IS A 8 HOUR CLASS INCLUDING:

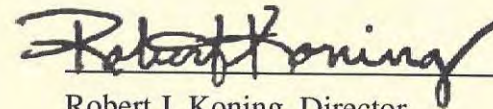
8 hour(s) General



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
1-877-LICENSE • 727-861-7225  
[www.ContractorsInstitute.com](http://www.ContractorsInstitute.com)



---

Robert J. Koning, Director  
Rhonda E. Koning, Director

# CERTIFICATE OF ATTENDANCE

William L Ruffin

License Number(s):

CCC1325961, CGC061653

THIS CERTIFICATE PROVIDES EVIDENCE THAT THE ABOVE NAMED STUDENT ATTENDED THE FOLLOWING CONTINUING EDUCATION COURSE(S) ON JUL 28, 2016 IN HUDSON, FLORIDA BY PROVIDER #0001189

---

*CILB Required Subject Areas: Course #0609008*

THIS IS A 5 HOUR CLASS INCLUDING:

1 hour(s) Workplace Safety, 1 hour(s) Workers Compensation, 1 Hour(s) in Laws and Rules, 1 Hour(s) Wind Mitigation Methodologies, 1 hour(s) Business Practice

---

*2014 Adv Code Energy Conservation - Ch 4: Course #0611278*

THIS IS A 1 HOUR CLASS INCLUDING:

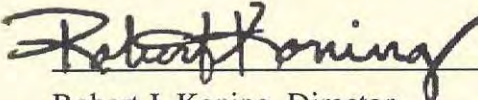
1 Advanced hours(s)



**CONTRACTORS  
INSTITUTE**

*A division of Koning Enterprises, Inc.,  
a Florida corporation  
Florida DBPR Provider #0001189*

8301 Joliet Street • Hudson, FL 34667  
**1-877-LICENSE • 727-861-7225**  
**www.ContractorsInstitute.com**



---

Robert J. Koning, Director  
Rhonda E. Koning, Director

# **Association of Construction Industry Certified Professionals**

## *William Ruffin*

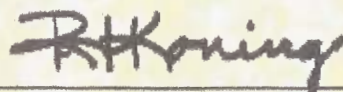
*Having met the required experience, attained the requisite training, and  
passed the proctored examination has hereby achieved the status of:*

### *Building Contaminant Assessor*

*and is hereby entitled to use the designation of:*

### *CI-BCA*

*Awarded this 27th day of October, 2010*



---

Robert Koning - Director  
Association of Construction Industry  
Certified Professionals  
[www.ACICP.org](http://www.ACICP.org)



**CI** Certified  
Construction Training  
and Certification

# **Association of Construction Industry Certified Professionals**

## *William Ruffin*

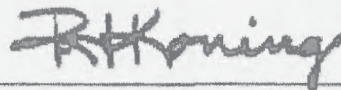
*Having met the required experience, attained the requisite training, and  
passed the proctored examination has hereby achieved the status of:*

### *Building Contaminant Technician*

*and is hereby entitled to use the designation of:*

### **CI-BCT**

*Awarded this 20th day of October, 2010*



---

Robert Koning - Director  
Association of Construction Industry  
Certified Professionals  
[www.ACICP.org](http://www.ACICP.org)



*U. S. Department of Housing and Urban Development*

# **CERTIFICATE OF COMPLETION**

*Presented To*

**WILLIAM RUFFIN**

*For Successfully Completing*

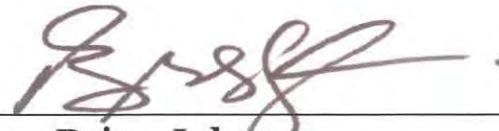
**HUD's SECTION 3 TRAINING**

*Presented on June 8, 2011*

*Candace M. Tapscott*

---

**Candace Tapscott**  
Miami Center Director  
Office of Fair Housing & Equal Opportunity



---

**Brian Johnson**  
Executive Director  
Broward County Minority Builders Coalition



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor  
R-1-19139-16-02436 Certified Lead Renovator  
NAT 99033-1 EPA Certified Renovation Firm  
Certified Aging in Place Specialist

### **ABILITY TO PRODUCE**

**Example:**

**Home Inspection Report**

**Specifications**

**Before Photos**

1. LIVING ROOM

For each item numbered, check one box only.

Item #	Living Room Only Description	DECISION		Description of Current Condition and Repairs Required
		Yes, PASS	No, FAIL	
1.1	LIVING ROOM PRESENT Is there a living room?	X		
1.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working light fixture?	X		
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?	X		
1.4	SECURITY Are all windows and doors that are accessible from the outside lockable?	X		
1.5	WINDOW CONDITION Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?		X	Replace all exterior windows with impact windows, existing windows are old, not weather-tight and hard to operate
1.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?	X		
1.7	WALL CONDITION Are the walls sound and free from hazardous defects?	X		
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?	X		
1.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?	X		
1.10	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?		X	Install Front Exterior Door with 1/4 impact glass, door is not functioning properly, not energy efficient and out of compliance for wind-borne debris protected
1.11	OTHER	X		
1.12	OTHER	X		

Notes: (Give Item #)

2. KITCHEN

For each item numbered, check one box only.

Item #	Description	DECISION		Description of Current Condition and Repairs Required
		Yes, PASS	No, FAIL	
2.1	KITCHEN AREA PRESENT Is there a kitchen?	X		
2.2	ELECTRICITY Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?	X		
2.3	ELECTRICAL HAZARDS Is the kitchen free from electrical hazards?	X		
2.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?	X		
2.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?		X	Replace all exterior windows with impact windows, existing windows are old, not weather-tight and hard to operate
2.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?	X		
2.7	WALL CONDITION Are the walls sound and free from hazardous defects?	X		
2.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?	X		
2.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?	X		
2.10	STOVE OR RANGE WITH OVEN Is there an oven and stove (or range) with top burners that work? Please indicate if stove is energy star rated.	X		
2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time? Please indicate if energy star rated?	X		
2.12	SINK Is there a kitchen sink that works with hot and cold running water?	X		
2.13	SPACE FOR STORAGE AND PREPARATION OF FOOD Is there space to store and prepare food?	X		
2.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?	X		
2.15	OTHER	X		

Notes: (Give Item #)

3. BATHROOM

For each item numbered, check one box only.

Item #	Description	DECISION		Description of Current Condition and Repairs Required
		Yes, PASS	No, FAIL	
3.1	BATHROOM (see description) Is there a bathroom?	X		
3.2	ELECTRICITY Is there at least <i>one</i> permanently installed light fixture?	X		
3.3	ELECTRICAL HAZARDS Is the bathroom free from electrical hazards?	X		
3.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?	X		
3.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?	X		
3.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?	X		
3.7	WALL CONDITION Are the walls sound and free from hazardous defects?	X		
3.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?	X		
3.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?	X		
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT Is there a working toilet in the unit for exclusive private use of occupant?	X		
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT Is there a working, permanently installed wash basin with hot and cold running water in the unit?	X		
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in the unit?	X		
3.13	VENTILATION Are there operable windows or a working vent system?	X		
3.14	WEATHER STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?	X		
3.15	OTHER	X		

Notes: (Give Item #)

4. OTHER ROOMS USED FOR LIVING AND HALLS

For each item numbered, check one box only.

Item #	Bedroom MASTER Description	DECISION		Description of Current Condition and Repairs Required
		Yes, PASS	No, FAIL	
4.1	ROOM CODE and ROOM LOCATION:  right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	ELECTRICITY If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?	X		
4.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?	X		
4.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?	X		
4.5	WINDOW CONDITION If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken out panes?		X	Replace all exterior windows with impact windows, existing windows are old, not weather-tight and hard to operate
4.6	CEILING CONDITION Is the ceiling sound and free from hazardous defects?	X		
4.7	WALL CONDITION Are the walls sound and free from hazardous defects?	X		
4.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?	X		
4.9	LEAD PAINT Are all interior surfaces either <i>free</i> of cracking, scaling, peeling, chipping, and loose paint, or <i>adequately treated and covered</i> to prevent exposure of the occupants to lead based paint hazards?	X		
4.10	WEATHER-STRIPPING Is weather stripping present and in good condition on all windows and exterior doors?	X		
4.11	OTHER	X		
4.12	OTHER	X		

Notes: (Give Item #)

**The Home Inspection Report is a large document, and in this example has been reduced to the first five pages to illustrate ABILITY TO PERFORM.**

# **MINOR HOME REPAIR** **PRICED SPECIFICATIONS FOR WORK**

## **BROWARD COUNTY** **MINOR HOME REPAIR - WATER SEWER - EXTERIOR PAINT PROGRAM** **JUNE 8, 2023**

PROPERTY OWNER: **Jane Doe**  
**7322 SW 8th Court**  
**Pembroke Pines FL 33025**

CELL TELEPHONE: 954-200-5743

LEGAL DESCRIPTION: ESTATES 2ND ADD 3-6 B LOT 2 BLK 1

JOB NUMBER: **M99999**



### **GENERAL SPECIFICATIONS**

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

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

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

The Contractor must secure all permits within thirty (30) days of the issuance of the Notice to Proceed. Construction work must begin within ten (10) days from the date of the Building Permit issuance and shall be carried out at a rate that insures its full completion no later than ninety (90) days from the date of the issuance of the Notice to Proceed.

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

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

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

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

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

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

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

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

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

If there are conflicts between the Homeowner and the Contractor, the requirements cited in the Work Specifications shall prevail. Exception: Contractor and Homeowner must receive written approval from the Homeowner Association or Condo Association and/or Property Manager for all work items.

The Contractor acknowledges that the agent of the City shall perform pre and post inspections of all work performed. Final and full payment for all work completed pursuant to the Work Specifications (as amended/modified, if applicable) shall be made upon completion of all inspection(s) required by the program and the work has been deemed satisfactory.

The invoice for work satisfactorily completed must be submitted to the City agents and shall include the following documents at a minimum;

1. Invoice with invoice numbers (#)
2. Amount of invoice must match the signed proposal and signed Change Order(s), if applicable.
3. Homeowner's signature stipulating work satisfaction and completion
4. Contractor Release of Liens and each Sub-Contractor Release of Liens
5. Copies of all required Permits, signed off and approved.
6. Warranty for work performed.

Homeowner shall provide the Contractor access to the property; Monday thru Saturday between 8am and 6pm. Homeowner shall provide the water and electric services necessary to accomplish this work.

If at any point in the following Specifications a "maximum retail price or material allowance" is quoted for an item to be installed, the Homeowner will be responsible for selecting and approving this item within the quoted price range. The Contractor must have written acceptance from the Homeowner, prior to the installation of this product. All material allowance includes sales tax.

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

Contractor shall repair/relocate any phone wires that are affected by this work, Homeowner responsible for all TV cables or satellite wiring.

All exterior and interior walls, ceilings, doors, and trim paint will be the responsibility of the Homeowner unless otherwise stated in individual specification.

Lead Based Paint Testing Report was emailed to each contractor attending the Pre-Bid Conference: by signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears; it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.

## SECTION 3 CLAUSE AND PROVISIONS

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

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

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

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

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

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

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

(G) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible

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

**SECTION 3 STATEMENT OF COMPLIANCE**

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS**

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 70U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the City of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135.

Name of Contractor: \_\_\_\_\_

Title of RFP or Spec: \_\_\_\_\_

Spec # or RFP # or Purchase Order Bid No

Will you hire new employees as a result of this contract? Yes [ ] No [  ]

Contractor: \_\_\_\_\_

Contractor's Signature and Title \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL REQUIREMENTS

### LEAD REPORT

As part of these specifications, a 'Lead Based Paint Inspection Report' provided by Gaudet Associates, Inc., Project No. 23-1108, dated May 12, 2023, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet.

The exterior wood fascia (gray) contains lead-based paint.

By signing the sign-in sheet at the Pre-Bid Conference, the contractors acknowledge receiving the report. However comprehensive the report appears; it cannot claim to have identified all lead containing materials. It is the Contractor's responsibility to determine compliance with EPA and OSHA standard.

### GENERAL PAINT SPECIFICATIONS

Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO OR LOW VOC 100% acrylic products, for exterior paint. Acceptable paint manufacturers (unless specified in the line item) are Benjamin Moore, Sherwin Williams, Glidden/ICI, PPG, Olympic, Valspar or approved equal. Housing Inspector shall verify brand and VOC level. The Homeowner is to select all colors and confirmed in writing. Upon completion, contractor must provide the Homeowner a list of all paint code numbers per rooms and locations, for later color matching.

### CLEAN UP

The Contractor agrees to keep the property clean and orderly during the course of the work and to remove all materials, debris, equipment and machinery at the completion of the workday. Clean interior and exterior work in a professional, workmanship type manner with all O.S.H.A. safety laws and rules observed.

- Remove all debris daily and broom clean the worksite at all times. **DO NOT USE HOMEOWNER CLEANING EQUIPMENT AND CLEANING SUPPLIES, e.g., VACUUM CLEANER, BROOM, MOP.**
- Contractor shall not use residential bulk and regular trash pickup system to remove construction debris.
- City's official waste management providers must be used for all waste disposal activities for this project.
- Cover and protect the furniture and all surfaces from construction dust.
- All related construction items removed will become the property of the Contractor, unless a prior agreement is reached (in writing) with the Homeowner.

### PERMITS AND MISCELLANEOUS FEES

All permits, inspections, process fees, impact fees, miscellaneous fees, Notice of Commencement, engineering, or survey required to complete the following tasks shall be the responsibility of the Contractor.

- For the Home Inspector, the contractor must have on site the complete permit package for all trades (permit cards, applications, drawings, etc.).

- **Uniform Mitigation Verification Inspection Form - Upon completion of the work specifications, the Contractor must completely fill-out the Uniform Mitigation Verification Inspection Form, include supplying at least one photograph to accompany this form to validate each attribute marked in questions 3 through 7 and performing research to determine permit history and year house built.**
  - **Submitted form MUST contain the Homeowner signature.**
  - **Submitted form MUST contain the Inspector’s Wind Mitigation Certificate of Completion.**

**ROOF REPLACEMENT (SLOPE AND FLAT ROOF)**

GENERAL ROOF SPECIFICATIONS

Install sheathing end joints over rafters. All supporting verge rafters shall extend back into the roof at least four feet. Brace all sagging portions of the roof with same size lumber to nearest bearing wall. Use purlins when necessary. An Engineer Certification is required for repair/replacement of roof framing components of structural concern. Install the roofing material, its components, and vents in strict compliance with the Florida Building Code, Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

- The first two hundred and twenty-four (224) square feet or linear feet of unforeseen rotten or damaged sheathing replacement will be included in the contract price. Replacement of any additional sheathing requires the Housing Inspector’s verification and authorization prior to replacement. The Contractor must take pictures (with reference points) of all rotten wood and the new replaced wood to support any proposed change order.
- **The contractor must examine the fascia, sub-fascia, and soffit. Exposed beam, rafters, joists, fascia (with sub-fascia) and soffit replacement will not count as additional wood and no change order allowed for replacement.**
- **The Contractor agrees to provide a ten (10) years warranty for all work performed under roofing specifications. This will include all labor and materials.** During warranty period, Contractor shall promptly make such corrections as may be necessary. The Homeowner is to give notice of roof defects promptly upon observation.
- **Contractor must verify all trusses/rafters/joists roof-to-wall hurricane tie down prior to complete roof removal. Take before and after pictures (with reference points). See the “provisional” work item to install missing straps that wrap over the top of the trusses/rafters prior to completing the new roof system.**

**01) \*PROVISIONAL\***

INSTALL **STRAPS** AS ROOF-TO-WALL HURRICANE TIE DOWN \$ \_\_\_\_\_

LOCATIONS: SLOPE ROOF, FLAT ROOF

Before completing the new roof-system, install missing roof-to-wall hurricane tie down with **straps** that wrap over the top of all trusses/rafters. This item requires a permit.

- a) Please note Contractors are not expected to examine existing conditions prior to bidding. This work item assumes there are no roof-to-wall hurricane tie downs (or not properly installed).
- b) **Before performing** this work item, the Contractor must provide **Engineer Recommendation** of what is required, to Home Inspector and the Contractor must provide pictures (with reference points) as proof of existing condition.
- c) **After performing** this work item, the Contractor must provide **Engineer Certification** of work completed, to Home Inspector and the Contractor must provide pictures (with reference points) as proof of work performed:
  - o Contractor must provide pictures (with reference points) of finished straps on each side and
  - o The Contractor must provide pictures (with reference points) of new sheathing on each side.
- d) If truss/rafter roof-to-wall hurricanes tie-downs **do exist** then the complete bid amount for this work item will be, **deduct from contract amount**. The contractor must immediately prepare and submit a credit change order. If the roof-to-wall hurricanes tie-downs **partially exist**, then contractor must **prepare a proposed credit change order** for approval.
- e) **Existing** minimum acceptable hurricane tie-down **straps** must have 3-16d nails bent: 2-16d nails on the front side of strap and 1-16d nail to tie-down end of strap bent over truss/rafter on the other side.
- f) Where roof sheathing/decking sections are removed, the removed portions shall not be reused. New paneling shall be used and fastened as in new construction, per FBC R908.8.1.1. Any wood roof decking in good condition, rotten or damaged, that is removed and replaced to install roof-to-wall tie-downs:
  - o cannot be part of the wood allowance per General Roof Specifications and
  - o cannot be counted as extra wood in a proposed change order.
  - o **Provide pictures of all the new plywood installed.**

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Remove and replace eave plywood (2 man roofer crew) include picking up all material	10.81	mh		21.97		237.50
New plywood and nails at 27.56/sht	184	lf	1.73			318.32
Install hurricane straps (1 carpenter)	6	mh		33.38		200.28
	92	ea	3.00			276.00
Engineer recommendations & certificate	1	ls			250.00	250.00
Remove trash	1	ea			40.00	40.00
Profit/Overhead						661.05
<b>Total</b>						<b>\$1,983.15</b>

**02) SLOPED ROOF REPLACEMENT - DIMENSIONAL SHINGLES**

WITH SECONDARY WATER BARRIER

\$ \_\_\_\_\_

Reason for replacement: the existing shingle roof is in poor condition and past its normal useful life.

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep-clean sheathing of all foreign materials.

Haul away all roofing debris from property at once.

Replace all rotten, damaged, and missing sheathing and rafters, per General Roof Specifications.

Furnish and install new underlayment, 3 inches factory painted white galvanized steel drip edge, galvanized steel valleys, return/wall flashings, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks.

Underlayments shall be exposed in accordance with the manufacturer's recommendations, **in no case shall the 30 lbs. felt underlayment exposure to sunlight exceed 30 days. If exposure exceed 30 days**

**Contractor must replace the felt underlayment.**

Furnish and install new dimensional fungus resistant shingles mechanically fastened to deck.

Apply valley shingles in an open or closed fashion only, not woven.

The Homeowner will select colors from the manufacturer's standard colors.

Upon completion of all work items, Contractor will provide the Homeowner with the manufacturer's shingle warranty and Contractor's ten-year warranty against leaks.

This item requires a permit.

- a) Remove all unused vent stacks.
- b) Secondary Water Barrier - A secondary water barrier shall be installed using the following method (provide photos):
  - o The entire roof deck shall be covered with an approved self-adhering polymer modified bitumen cap sheet. No additional underlayment shall be required on top of the cap sheet for new installations. EXCEPTIONS: 1. An asphalt impregnated 30# felt underlayment installed with nails and tin-tabs as required for the HVHZ and covered with either an approved self-adhering polymer modified bitumen cap sheet, or an approved cap sheet applied using an approved hot-mop application shall be deemed to meet the requirements of the secondary water barrier.
- c) **The secondary water barrier must be shown on the Roof Permit in Section D.**
- d) Install factory painted white galvanized drip edge.
- e) All shingles shall be - fiberglass asphalt shingles, algae resistance, rated for a minimum 130 mph wind resistance and have a Class A fire rating. Acceptable shingles are Timberline HD as manufactured GAF and Duration Shingles as manufactured by Owens Corning or approved equal.
- f) As part of these specifications, a 'Lead Based Paint Inspection Report' provided by Gaudet Associates, Inc., Project No. 23-1108, dated May 12, 2023, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet.

The exterior wood fascia (gray) contains lead-based paint. A post Lead Based Paint Inspection Report will be required and prevented by Broward County Minority Builders Coalition. Worker performing the work on the fascia are to be in compliance with OSHA 1926.62.

- g) Replace all missing, damaged, or deteriorated fascia and soffit (including soffit vents). Haul away all debris from property at once. Furnish and install new 1"x2" pressure treated furring, as required. Fascia and soffit (including all damaged, painted screen, missing or deteriorated soffit vents) replacement shall be with matching size and material. Miter outside corners. Secure all fascia and soffit with non-corrosive nails. The minimum length of any fascia or soffit segment shall be 5 feet. As required, the contractor must remove and reattach all attachments to the fascia and soffit removed, after fascia and soffit replacement. Paint replaced fascia and soffit, per the General Paint Specifications, to match existing, providing a uniform opaque coverage.
- h) **Contractor must verify all trusses/rafters/joists roof-to-wall hurricane tie down prior to complete roof removal. Take before and after pictures (with reference points). See the "provisional" work item above to install missing straps that wrap over the top of the trusses/rafters prior to completing the new roof system.**
- i) If the truss/rafter roof-to-wall hurricane tie-downs exist, take pictures (with reference points) for the hurricane mitigation report.
- j) The Contractor provides any Engineer Recommendation and Certification required for framing structural members to the Home Inspector and Broward County Minority Builders Coalition.

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Tear-off old roof, deposit debris directly into dumpster	937	sf		.44		412.28
Secondary water barrier	937	sf	.52	.20		674.64
Asphalt or fiberglass architectural shingles -load onto roof, felt paper, drip edge	937	sf	1.70	1.13		2,651.71
Fascia, #2 pine 1x6 and paint	20	lf	1.03	1.98		60.20
Soffit, 3/8" AC exterior plywood, 24" and paint	20	lf	2.17	3.95		122.40
Soffit vents	10	ea	2			20.00
	2	mh		33.69		67.38
Dumpster	1	ea			650	650
Roof sheathing allowance	224	sf	2.60	1.06		819.84
Profit/Overhead						2,739.23
<b>Total</b>						<b>\$8,217.68</b>

**03) FLAT ROOF REPLACEMENT - MODIFIED BITUMEN** \$ \_\_\_\_\_

Reason for replacement: the existing flat roof is in poor condition and past its normal useful life, there are several leaks inside the house.

Remove all existing roofing covering, underlayment, and flashings to bare sheathing. Remove all protruding nails or staples. Sweep sheathing clean of all foreign materials and haul away all roofing debris from property at once.

Replace all rotten, damaged, and missing sheathing and rafters as per General Roof Specifications and paint to match existing.

**Install four (4) ply roofing system**, see below.

Upon completion of all work items, Contractor will provide the Homeowner with the manufacturer's warranty and Contractor's ten-year warranty against leaks.

This item requires a permit.

- a) **NOTE: OVER THE LIVING AREA, INSTALL MINIMUM 3" ISOCYANURATE R-19 INSULATION BOARD IS REQUIRED AT THE FLAT PORTION OF ROOF (MECHANICALLY FASTEN). INSTALL AN INSULATION STOP, CANT STRIP AND REQUIRED FASCIA ON THE ROOF PERIMETER.**
- b) **Inspection of the complete original roofing permit application (including Section C) is required for the final inspection.**
- c) Furnish and install the following roofing system:
  - new underlayment mechanically fastened to the deck. Underlayments shall be exposed in accordance with the manufacturer's recommendations, **in no case shall the 75 lbs. felt underlayment exposure to sunlight exceed 30 days. If exposure exceed 30 days, Contractor must replace the felt underlayment.**
  - **INSTALL ISOCYANURATE INSULATION BOARD TO PROVIDE MINIMUM R-19 ON THE FLAT PORTION OF ROOF. FOLLOW THE MANUFACTURER OF THE ROOFING MEMBRANE PRODUCT APPROVAL FOR MOPPING TO AND ATTACHING THE ISOCYANURATE INSULATION BOARD.**
  - there can be no pooling or ponding water. If required, use tapered insulation and/or build up low areas, to prevent any pooling or ponding water.
  - two layers of fiberglass **ply-6** sheet, solid mopped with hot asphalt and
  - one layer of Modified Bitumen solid mopped with hot asphalt. **The roofing system cap sheet shall be (white in color) - ENERGY STAR label. The granular sprinkled on roof shall be white, same color as the cap sheet granules.**
  - where required, install new minimum **3 inches factory painted white galvanized** steel drip edge, galvanized steel valley, return/wall flashing, lead stacks on all plumbing projections, pitch pan at electrical service mast, and new roof jacks. Note drip edge over 4 inches face must be install with a cleat, per FBC.
- d) Remove all unused vent stacks.

- e) Replace all sidewall flashing – between the two difference roof levels.
- f) As part of these specifications, a 'Lead Based Paint Inspection Report' provided by Gaudet Associates, Inc., Project No. 23-1108, dated May 12, 2023, was e-mailed to all contractors attending the Pre-Bid Meeting and signed the sign-in sheet.

The exterior wood fascia (gray) contains lead-based paint. A post Lead Based Paint Inspection Report will be required and prevented by Broward County Minority Builders Coalition. Worker performing the work on the fascia are to be in compliance with OSHA 1926.62.

- g) Replace all missing, damaged, or deteriorated fascia and soffit (including soffit vents). Furnish and install new 1"x2" pressure treated furring and fascia, as required. Fascia, soffit (including soffit covering) and soffit vent replacement shall be with matching size and material (including stucco soffit). Miter outside corner and secure all fascia and soffit with non-corrosive nails. The minimum length of any fascia or soffit segment shall be 5 feet. As required, the contractor must remove and reattach all attachments to the fascia and soffit removed, after fascia and soffit replacement. Paint replaced fascia and soffit, per the General Paint Specifications, to match existing, providing a uniform opaque coverage.
- h) **Contractor must verify all trusses/rafters/joists roof-to-wall hurricane tie down prior to complete roof removal. Take before and after pictures (with reference points). See the "provisional" work item above to install missing straps that wrap over the top of the trusses/rafters prior to completing the new roof system.**
- i) If the truss/rafter roof-to-wall hurricane tie-downs exist, take pictures (with reference points) for the hurricane mitigation report.
- j) The Contractor provides any Engineer Certification required for structural changes.

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Tear-off 3, 4 or 5 ply roof, deposit debris directly into dumpster	1057	sf		.58		613.06
Install #30 felt base sheet, 2-ply fiberglass, modified bitumen cap sheet	1	ea		407.82		407.82
-load onto roof, felt paper, drip edge	1057	sf	.60	1.49		2,209.13
Isocyanurate insulation board	865	sf	2.09	.39		2,145.20
Fascia, #2 pine 1x6	48	lf	.92	1.14		98.88
Soffit, 3/8" AC exterior plywood, 24"	44	lf	1.98	2.75		208.12
Soffit vents	10	ea	2			20.00
	2	mh		33.69		67.38
Paint fascia	48	lf	.11	.84		45.6
Paint soffit	44	lf	.17	1.20		60.28
Dumpster	1	ea			650	650.00
Profit/Overhead						3,262.74

Total						\$9,788.21
-------	--	--	--	--	--	------------

**04) INSTALL NEW GUTTERS & DOWNSPOUTS** \$ \_\_\_\_\_

Reason for replacement: existing gutters and downspouts are in poor condition or missing.  
 Remove existing gutters and downspouts.  
 Install new 6" seamless metal gutter and downspout system, on the entire eaves of the house.  
 The Homeowner will select color from standard stock colors.  
 Install new 24" concrete splash blocks at downspouts to redirect water away from the house.  
 Install the splash blocks on a grade to discharge the water away from any foundation (provide new soil and sod, as required, to slope splash block).

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
First floor 6" Aluminum seamless, gutters and downspouts, including accessories and splash blocks	229	lf			5.50	1,259.50
Splash concrete block	5	ea	25.00	10.00		175.00
Install rain barrels	2	ea	100.00	25.00		250.00
Profit/Overhead						842.25
Total						\$2,526.75

**EXTERIOR WINDOWS AND DOORS**

**05) REPLACE EXTERIOR WINDOWS WITH IMPACT WINDOWS** \$ \_\_\_\_\_

LOCATIONS: ALL WINDOWS EXCEPT LAUNDRY ROOM WINDOW  
 APPROXIMATE NUMBER OF EXISTING WINDOWS **21** and NUMBER OF WINDOW OPENINGS **12**  
 Reason for replacement: existing windows are out of compliance with the FBC & Miami-Dade codes for wind-borne debris protected window openings.  
 Remove existing windows and install new impact replacement windows and standard factory tinted glass.  
 Install windows and its components in strict compliance with Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE). The Contractor is to provide required engineering. This item requires a permit.

- a) **The approximate number of openings and windows above are not for bidding purposes, the Contractors must verify measurements/dimensions and total number of new windows.**
- b) The new replacement windows shall be:
  - 1. The new replacement windows shall be horizontal rolling.
  - 2. Window frames - aluminum and bronze in color.

- 3. All operable windows must have screen panels.
  - 4. Install casement windows if required because size restriction for egress.
  - 5. Homeowner written approval is required on final window design, operation of windows, color of frames and degree of tinted glass from the standard stock, for each window openings.
- c) **Install windows with low-solar-gain (low-E) glass, NFRC Label: Solar Heat Gain Coefficient (SHGC) ≤ 0.29.**
- 1. Explain to the Homeowner the color of the glass tint. Homeowner written approval is required.
  - 2. Provide a sample tinted glass for the Homeowner written approval prior to ordering the windows.
- d) All exposed anchoring screws shall be the same color as the window frame.
- e) Replace cracked and damaged windowsills, minor scratches are permissible. Replace missing windowsills. Replacement windowsills shall be 1/2" marble sills. Match the new marble sills color and pattern as close as possible.
- f) The windowsills must completely conceal the mullion clips. Replace any notched windowsills. Do not oversize notch-out the windowsills and use a filler material to conceal the mullion clips.
- g) Replace deteriorated wood buck, set buck in premium silicone sealant.
- h) Remove all previously installed shutters, awnings and attachment hardware including makeshift shutters, patch, and spot paint, match existing paint as close as possible.
- i) Repair/replace all damaged surfaces inside and out, caused by windows removal. Repair existing damaged side walls (window returns) inside the window openings. Modification or repairs/replacement work to, e.g., stucco, drywall, paint, caulk, and/or tile should match existing adjacent surfaces.
- The Contractor must obtain Homeowner signature acknowledging that spot painting may not match.**
- j) Remove the manufacturers' stickers and residue on the glass after all final inspections.
- k) Warranty - Contractor to register the windows with the manufacturer and provide the following to the Homeowner:
- 1 - copy of the warranty
  - 2 - name of dealer
  - 3 - proof of sales order number
  - 4 - proof of shipping date

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Sub	Total
Remove existing window and install new – Up to 72 united inches	1	ea	485	150		635.00
-73 to 82 united inches	10	ea	522	150		6,720.00
-83 to 92 united inches	4	ea	589	150		2,956.00
-93 to 101 united inches	6	ea	653	150		4,818.00
Install mull bar and clips	9	ea	47	25		648.00

Install marble windowsill	18	ea	25	25		900.00
Material for patch and touch-up paint	1	ls	75			75.00
Labor for patch and touch-up paint	4	mh		33.95		135.80
Profit/Overhead						8,443.90
<u>Total</u>						\$25,331.70

**06) FRONT EXTERIOR FIBERGLASS DOOR WITH 1/4-IMPACT GLASS** \$ \_\_\_\_\_

NUMBER OF DOOR OPENING **1**

Reason for replacement: the existing jalousie door is not efficient and does not offer security. The door is out of compliance with the FBC & Miami-Dade codes for a wind-borne debris protected door opening.

Remove existing door, jamb, casing, threshold, and haul these materials/debris away.

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

Install the new door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. This item requires a permit.

- a) Furnish and install new out-swing impact resistant fiberglass exterior door, with 1/4-impact glass, complete with rot resistant jamb (or rot resistant jamb bottom), casing, brick molding.  
Provide proof of impact door and jamb material.  
Doors must be 1 3/4 inch solid core door.
- b) The new door shall fit within the existing masonry opening, per the product approval.
- c) Install 200-degree door viewer (peephole), spring/chain stop or doorstop.  
The Homeowner must sign-off on the height of the peephole prior to installation.
- d) Install aluminum weather-stripping saddle, weather-stripping on the frame and weather-strip wedges at the upper and lower corners of the jamb to ensure weather tight seal.
- e) Install stainless steel security proof hinges, do not paint hinges.
- f) The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike. Install ANSI Grade 1 hardware. Hardware allowance (doorknob and deadbolt) including sales tax is \$55.
- g) Countersink all exposed fasteners into frame, to conceal, fill with wood putty and sand smooth. Alternatively, completely conceal behind the weather-stripping, per Product Approval or with caps.
- h) Do not remove the door impact resistant rated label or painted over. The impact rated label must be legible and completely intact.
- i) If the door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on the jamb and casing to provide an opaque coverage.  
Paint the door as recommended by the manufacturer. **DO NOT PAINT THE WEATHER-STRIPPING.**

- j) The Homeowner will select door style, color, finishes, glass and left or right-hand door swing; Homeowner written approval is required.
- k) Warranty - Contractor to register the door with the manufacturer and provide the following to the Homeowner:
  - 1 - copy of the warranty
  - 2 – name of dealer
  - 3 – proof of sales order number
  - 4 – proof of shipping date

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Install impact resistant exterior door, with impact glass	1	ea	775.00			775.00
Install door – carpenter	6	mh	0	33.69		202.14
Painting door - painter	4	mh	0	33.95		135.80
Doorknob and stop	1	set	60.00			60.00
Crash chain and peephole	1	ea	22.00			22.00
Profit and Overhead						597.47
<b>Total</b>						<b>\$1,792.41</b>

**07) FAMILY ROOM - EXTERIOR SIX-PANEL FIBERGLASS DOOR \$ \_\_\_\_\_**  
**NUMBER OF DOOR OPENING 1**

Reason for replacement: the existing door is out of compliance with the FBC & Miami-Dade codes for a wind-borne debris protected door opening.

Remove existing door, jamb, casing, threshold, and haul these materials/debris away.

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

Install the new door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. This item requires a permit.

- a) Furnish and install new out-swing impact resistant fiberglass exterior door, complete with rot resistant jamb (or rot resistant jamb bottom), casing, brick molding.

Provide proof of impact door and jamb material.

Doors must be 1 ¾ inch solid core door.

- b) The new door shall fit within the existing masonry opening, per the product approval.
- c) Install spring/chain stop or doorstop.
- d) Install aluminum weather-stripping saddle, weather-stripping on the frame and weather-strip wedges at the upper and lower corners of the jamb to ensure weather tight seal.

- e) Install stainless steel security proof hinges, do not paint hinges.
- f) The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike. Install ANSI Grade 1 hardware. Hardware allowance (doorknob and deadbolt) including sales tax is \$55.
- g) Countersink all exposed fasteners into frame, to conceal, fill with wood putty and sand smooth. Alternatively, completely conceal behind the weather-stripping, per Product Approval or with caps.
- h) Do not remove the door impact resistant rated label or painted over. The impact rated label must be legible and completely intact.
- i) If the door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on the jamb and casing to provide an opaque coverage.  
Paint the door as recommended by the manufacturer. **DO NOT PAINT THE WEATHER-STRIPPING.**
- j) The Homeowner will select door style, color, finishes and left or right-hand door swing; Homeowner written approval is required.
- k) Warranty - Contractor to register the door with the manufacturer and provide the following to the Homeowner:
  - 1 - copy of the warranty
  - 2 - name of dealer
  - 3 - proof of sales order number
  - 4 - proof of shipping date

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Install impact resistant exterior door, with impact glass	1	ea	680.00			680.00
Install door – carpenter	6	mh	0	33.69		202.14
Painting door - painter	4	mh	0	33.95		135.80
Doorknob and stop	1	set	60.00			60.00
Crash chain	1	ea	11.00			11.00
Profit and Overhead						544.47
<b>Total</b>						<b>\$1,633.41</b>

**08) DEN - FRONT EXTERIOR SIX-PANEL FIBERGLASS DOOR** \$ \_\_\_\_\_

NUMBER OF DOOR OPENING **1**

Reason for replacement: the existing door is out of compliance with the FBC & Miami-Dade codes for a wind-borne debris protected door opening.

Remove existing door, jamb, casing, threshold, and haul these materials/debris away.

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

Install the new door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. This item requires a permit.

- a) Furnish and install new out-swing impact resistant fiberglass exterior door, complete with rot resistant jamb (or rot resistant jamb bottom), casing, brick molding.

Provide proof of impact door and jamb material.

Doors must be 1 3/4 inch solid core door.

- b) The new door shall fit within the existing masonry opening, per the product approval.
- c) Install spring/chain stop or doorstop.
- d) Install aluminum weather-stripping saddle, weather-stripping on the frame and weather-strip wedges at the upper and lower corners of the jamb to ensure weather tight seal.
- e) Install stainless steel security proof hinges, do not paint hinges.
- f) The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike. Install ANSI Grade 1 hardware. Hardware allowance (doorknob and deadbolt) including sales tax is \$55.
- g) Countersink all exposed fasteners into frame, to conceal, fill with wood putty and sand smooth. Alternatively, completely conceal behind the weather-stripping, per Product Approval or with caps.
- h) Do not remove the door impact resistant rated label or painted over. The impact rated label must be legible and completely intact.
- i) If the door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on the jamb and casing to provide an opaque coverage.  
Paint the door as recommended by the manufacturer. **DO NOT PAINT THE WEATHER-STRIPPING.**
- j) The Homeowner will select door style, color, finishes and left or right-hand door swing; Homeowner written approval is required.
- k) Warranty - Contractor to register the door with the manufacturer and provide the following to the Homeowner:

- 1 - copy of the warranty
- 2 – name of dealer
- 3 – proof of sales order number
- 4 – proof of shipping date

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Install impact resistant exterior door, with impact glass	1	ea	680.00			680.00
Install door – carpenter	6	mh	0	33.69		202.14
Painting door - painter	4	mh	0	33.95		135.80

Doorknob and stop	1	set	60.00			60.00
Crash chain	1	ea	11.00			11.00
Profit and Overhead						544.47
Total						\$1,633.41

**09) DEN - REAR EXTERIOR SIX-PANEL FIBERGLASS DOOR** \$ \_\_\_\_\_

NUMBER OF DOOR OPENING **1**

Reason for replacement: the existing door is out of compliance with the FBC & Miami-Dade codes for a wind-borne debris protected door opening.

Remove existing door, jamb, casing, threshold, and haul these materials/debris away.

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

Install the new door and its components in strict compliance with the Florida Building Code (including FBC Energy Conservation), Florida Product Approval (or Miami/Dade NOTICE OF ACCEPTANCE).

Repair all damaged and adjacent surfaces inside and out, caused by door removal and modifications, restoring to original condition. This item requires a permit.

a) Furnish and install new out-swing impact resistant fiberglass exterior door, complete with rot resistant jamb (or rot resistant jamb bottom), casing, brick molding.

Provide proof of impact door and jamb material.

Doors must be 1 ¾ inch solid core door.

b) The new door shall fit within the existing masonry opening, per the product approval.

c) Install spring/chain stop or doorstop.

d) Install aluminum weather-stripping saddle, weather-stripping on the frame and weather-strip wedges at the upper and lower corners of the jamb to ensure weather tight seal.

e) Install stainless steel security proof hinges, do not paint hinges.

f) The doorknob should be an entry-type, which can be locked by turn button inside or a key outside. Deadbolt will have turn piece inside and keyed to knob outside, knob and deadbolt keyed alike. Install ANSI Grade 1 hardware. Hardware allowance (doorknob and deadbolt) including sales tax is \$55.

g) Countersink all exposed fasteners into frame, to conceal, fill with wood putty and sand smooth. Alternatively, completely conceal behind the weather-stripping, per Product Approval or with caps.

h) Do not remove the door impact resistant rated label or painted over. The impact rated label must be legible and completely intact.

i) If the door and/or jamb are unfinished, apply one coat of primer/sealer and two coats of 100% acrylic latex paint on the jamb and casing to provide an opaque coverage.

Paint the door as recommended by the manufacturer. DO NOT PAINT THE WEATHER-STRIPPING.

j) The Homeowner will select door style, color, finishes and left or right-hand door swing; Homeowner written approval is required.

k) Warranty - Contractor to register the door with the manufacturer and provide the following to the Homeowner:

- 1 - copy of the warranty
- 2 – name of dealer
- 3 – proof of sales order number
- 4 – proof of shipping date

Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Install impact resistant exterior door, with impact glass	1	ea	680.00			680.00
Install door – carpenter	6	mh	0	33.69		202.14
Painting door - painter	4	mh	0	33.95		135.80
Doorknob and stop	1	set	60.00			60.00
Crash chain	1	ea	11.00			11.00
Profit and Overhead						544.47
<b>Total</b>						<b>\$1,633.41</b>

**AIR CONDITIONER, AIR DUCTS**

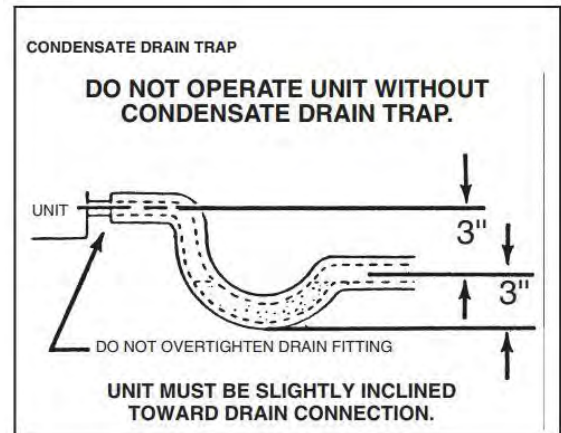
**10) REPLACEMENT OF CENTRAL AIR CONDITIONING SPLIT SYSTEM**    \$ \_\_\_\_\_

Reason for replacement: the existing air handling unit is more than 20 years old and not efficient. Remove existing air-handler and outside condensing unit. Haul away all debris from property at once. Within the same locations as the existing units, install a new air-handling unit with electric heat strip and condensing unit of sufficient size to accommodate the needs of the home. Acceptable labeled brand equipment is Carrier, Rheem, and Goodman or prior approved equal. Upon completion of work, Contractor shall provide Homeowner with the manufacturer’s informational equipment package, equipment warranty with a minimum ten (10) years compressor warranty and Contractor’s one-year full warranty for labor and material. Installation of the air condition equipment and pad/stand must comply with the manufacture specifications, FBC including FBC Energy Conservation; make all the necessary modifications. These items require a permit.



- a) Install the air handling unit with a separate external filter rack with a door or a cabinet access panel attached directly to the air-handler, to protect the coils. Example of filter rack is Rheem RXHF-21 or approved equal. There shall be no sharp edges on the filter rack. Removing the filter must be free of all obstruction.
- b) Modify or rebuild supply air plenum to accommodate the new AHU per manufacturer specifications.
- c) Provide heat loss and heat gain load calculations to properly size the replacement equipment.
- d) Size the electric heat strip to maintain an indoor temperature of 68 degrees F with an outdoor ambient temperature of 40 degrees F.
- e) The installation of the air conditioning system must be in accordance with the manufacturer's recommendations and specifications, including refrigerant line sizes and length. Where refrigerant lines exist, it will be permissible to use existing refrigerant lines, if they meet all the following criteria: - Suction line size does not reduce the capacity factor below 0.96. - Suction line size is within the manufacturer's printed guidelines.
- f) Install the air-handling unit in a separate independent closet. **Seal, patch and paint inside the air-handling closet before installing equipment. Seal all air leaks in the supply and return air plenums, adhere to FPL's standards for duct repairs.**
- g) Verify supply air outlet to each room (including the bathrooms: provide missing supply air ductwork and outlets. DO NOT INSTALL SUPPLY AIR TO THE LAUNDRY ROOM.
- h) Provide return air system to each room, except the laundry room, kitchen, and bathrooms. Do not install new return air grilles in the walls or doors, for the bedrooms.
- i) Replace all damaged and missing supply air registers and return air grilles.
- j) Check existing ductwork and report any damaged duct lines. Damage ductwork is not part of this specification.
- k) Discuss with the Homeowner the options of any new placement of the air conditioning equipment and vents prior to installing the same; the Homeowner must approve in writing any new location of equipment and vents.
- l) **<http://www.ceedirectory.org>** - Split air conditioning system shall be **ENERGY STAR qualified and labeled accordingly**. Prior to purchasing air conditioning equipment, Contractor must verify ENERGY STAR qualified equipment with Air-Conditioning, Heating, and Refrigeration Institute (AHRI), see attached verification printout example. To obtain the required printout visit website <http://www.ceedirectory.org/> Or call AHRI 703-600-0384 for assistance. Provide printout at final inspection.
- m) If equipment is not on an aluminum stand, patch and paint all stands and brackets, to match the surroundings.
- n) Provide new: Touch Screen 7-days programmable digital thermostat, acceptable models are Lux Products TX9600TS and Honeywell RTH7600D or approved equal.

- o) Provide new: high and low, voltage electric service and equipment concrete pad and stand.
- p) Upgrade and/or modify the electricity, as required, (per building code), to accommodate the new air conditioner.
- q) Provide new AC exterior disconnect box. Provide pictures (with reference points) of the new disconnect box.
- r) Modify walls, ceilings, closets, and doors to accommodate the new and removal of equipment and/or filters, supply, return air ductwork and outlets. Modification or repairs work to stucco, drywall, paint, caulk, and/or tile, etc. should match existing adjacent surfaces. Paint patched areas from cutline to cutline.
- s) Power vacuum clean the existing ductwork. Provide verification of cleaning upon final inspection.
- t) Install a condensation drain line, with a condensation pump, through the attic or concealed within the walls: and clean-out existing condensation lines, if reused. Install the drain line so does not block service access to the AHU.
- n) Make provisions for disconnecting and cleaning of the primary drain line should it become necessary, i.e., install a clean-out tee in the primary drain line with a cap on the top of the tee.
- u) Install a "P" style drain trap on the condensation drain line as close as possible to the AHU.



Cost Support Information - Source: Construction Books, Field Experience, Industry						
Description	Quantity	Unit	Materials	Labor	Other/Sub	Total
Remove A/C unit (without ductwork)	1	ea		144		144.00
Install separate 2.5 Ton A/C system with air handler inside and compressor outside	1	ea	2400.10	1600.85	200.00	4,200.95
Power vacuum clean existing ducts	1	ea			150.00	150.00
Provide return air to each bedroom	7	ea			50.00	350.00
Profit/Overhead						2,422.48
<u>Total</u>						\$7,267.43

**TOTAL BASE BID: \$ 61807.56**



**AGREEMENT**

I/We agree that each item in these specifications has been discussed in my/our presence and I/we understand the contents. It is further agreed that any additional code or incipient (that is becoming apparent) violations that may occur during the construction period should be addressed by deleting a non-code related item(s), which are called General Property Improvements. By our attested signature(s), I/we agree to abide by these conditions.

**HOMEOWNER ACKNOWLEDGEMENT AND ACCEPTANCE OF SCOPE OF WORK**

HOMEOWNER #1 SIGNATURE:

HOMEOWNER #1 PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

HOME INSPECTOR SIGNATURE:

*Wm LaMarr Ruffin*

HOME INSPECTOR PRINTED NAME: **Wm LaMarr Ruffin** DATE: **JUNE 8, 2023**

HOME INSPECTOR'S NOTES:

**CONTRACTOR'S SIGNATURE FOR SUBMISSION OF BID**

CONTRACTOR SIGNATURE:

CONTRACTOR PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY NAME:

TELEPHONE:

**FINAL ACCEPTANCE OF SCOPE OF WORK (CONTRACTOR AND HOMEOWNER)**

HOMEOWNER #1 SIGNATURE:

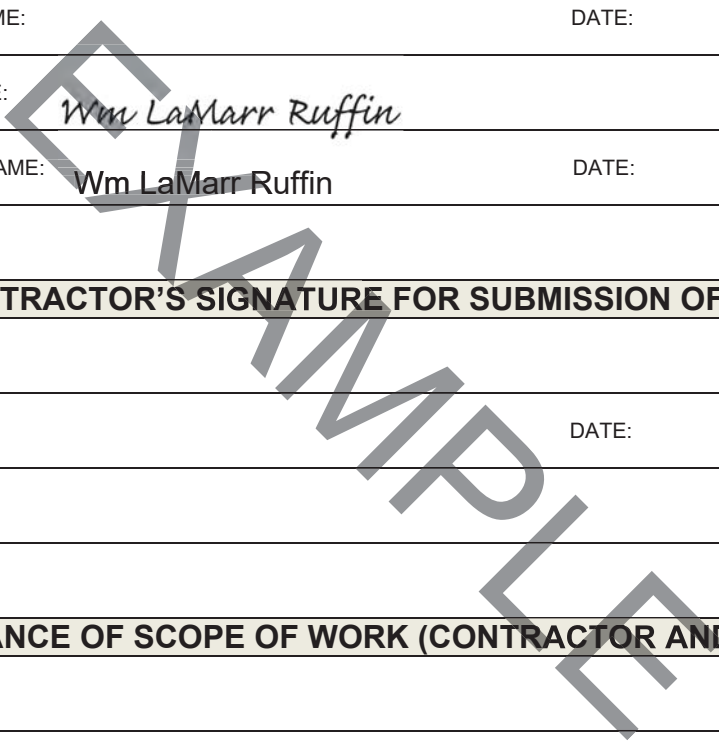
HOMEOWNER #1 PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

HOMEOWNER #2 SIGNATURE:

HOMEOWNER #2 PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR NAME:

CONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# **NOTES FROM THE HOME INSPECTOR**

## **THE INFORMATION BELOW IS NOT INCLUDED IN THE BID SET OF SPECIFICATIONS**

### **NOTES TO JANICE HAYES**

1. We are submitting the attached priced specifications and comments along with pictures, for your review and approval. We await your reply and upon receiving your approval we will advertise the pre-bid.
2. The Homeowner said that he will paint the exterior of the house.
3. The laundry room/shed is an unpermitted add-on. The above specification does not include any work inside the laundry room/shed. This area appears to be under the original roofline.

EXAMPLE



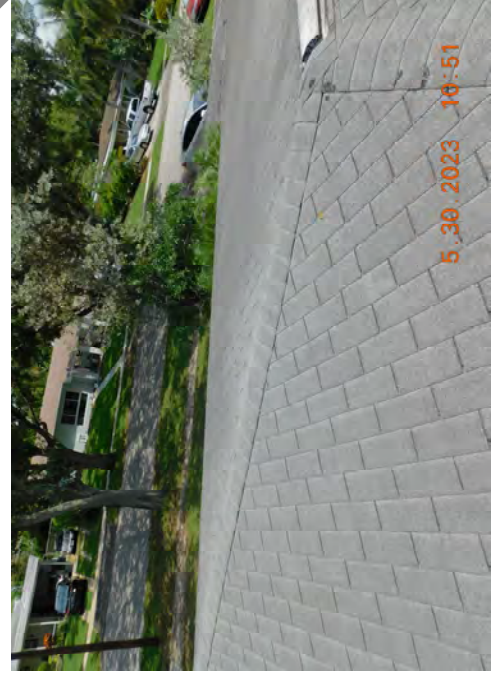
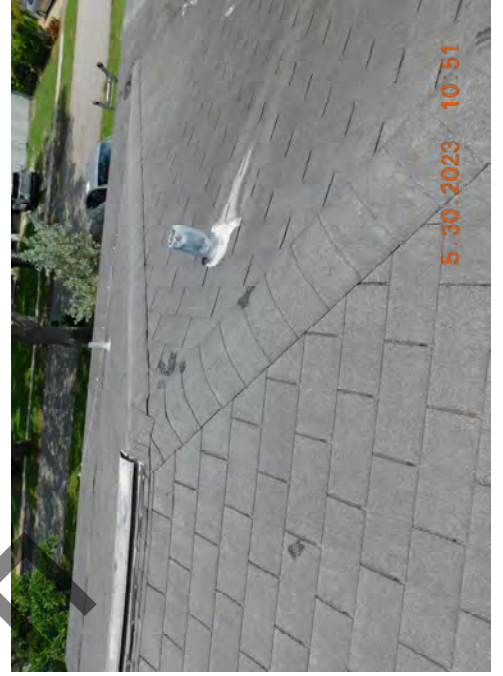
023 10:23

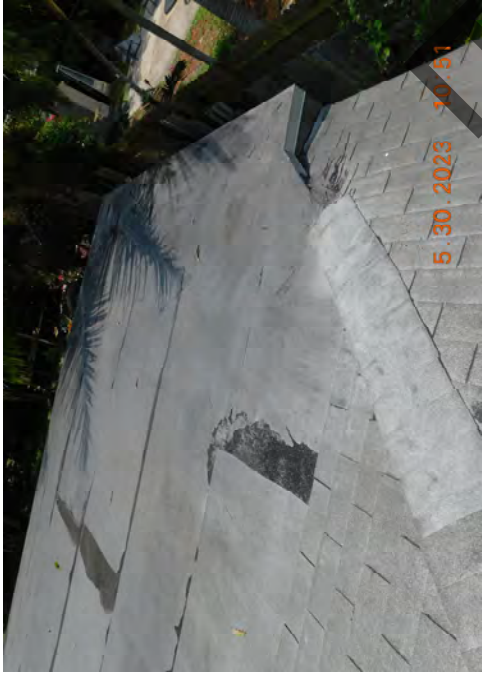


5:30 2023 10:22

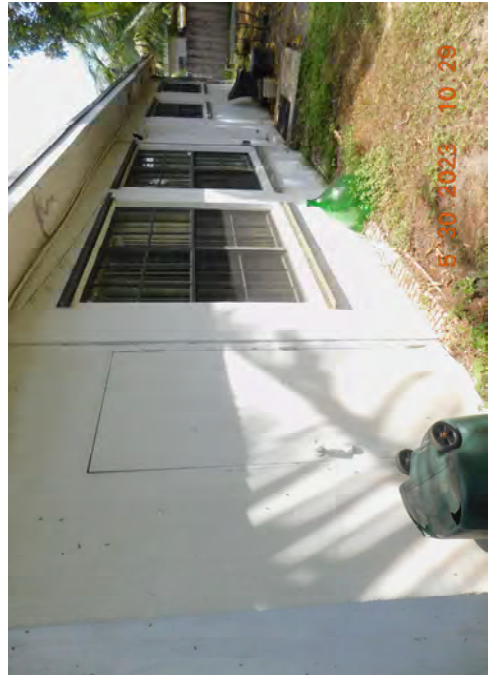


EXAMPLE





EXAMPLE





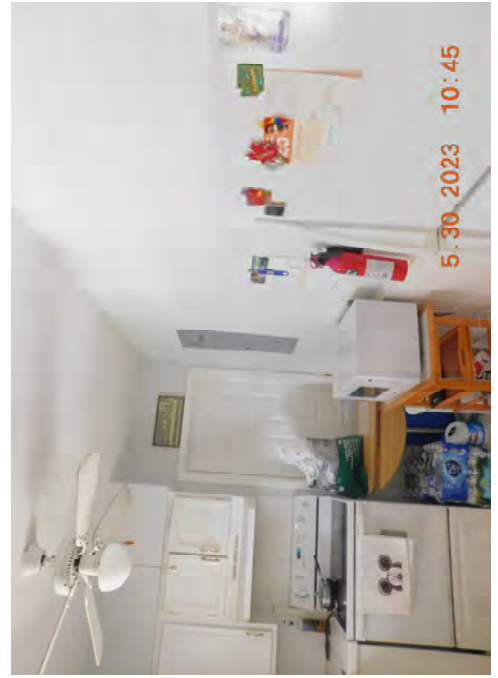




5.30.2023 10:45



5.30.2023 10:45



5.30.2023 10:45



5.30.2023 10:46



5.30.2023 10:46



5.30.2023 10:54

**WEATHER KING**  
WEATHER KING L.L.C.  
MFD 01/2003

MODEL NO. 17AHJ111S02C01 SERIAL NO. T H0203 08621 MADE IN U.S.A.  
VOLTS 208-240VAC PH/HZ 1/60 MOTOR HP/F.L.A. 1/4 2.1  
SINGLE SUPPLY CIRCUIT ELECTRICAL DATA: \*MINIMUM BRANCH CIRCUIT OVERCURRENT PROTECTION  
HTR. K.W. AMPS. 48.7/55.0 50/60  
TOTAL 7.3/9.8 38.9/44.3

MULTIPLE SUPPLY CIRCUIT ELECTRICAL DATA:  
CKT #1  
CKT #2  
CKT #3

\* UNIT MAY BE SUPPLIED WITH SINGLE OR MULTIPLE 60 AMP SUPPLEMENTAL OVERCURRENT PROTECTION DEVICES.  
INDOOR BLOWER MOTOR LOAD INCLUDED IN CIRCUIT NO. 1 OR 2 ONLY.  
LIGHT AND REFRIGERATOR LOADS TO HAVE OUTLET TEMPERATURE TO 200 °F. MAXIMUM.

5.30.2023 10:54

# MINOR HOME REPAIR FINAL INSPECTION

BROWARD COUNTY  
MINOR HOME REPAIR - WATER SEWER - EXTERIOR PAINT PROGRAM  
JUNE 8, 2023

PROPERTY OWNER: **Jane Doe**  
**7322 SW 8th Court**  
**Pembroke Pines, FL 33025**

JOB NUMBER: **P99999**

- 01) \*PROVISIONAL\***  
INSTALL **STRAPS** AS ROOF-TO-WALL HURRICANE TIE DOWN **100%**  
LOCATIONS: SLOPE ROOF, FLAT ROOF
- 02) SLOPED ROOF REPLACEMENT - DIMENSIONAL SHINGLES** **100%**  
WITH SECONDARY WATER BARRIER
- 03) FLAT ROOF REPLACEMENT - MODIFIED BITUMEN** **100%**
- 04) INSTALL NEW GUTTERS & DOWNSPOUTS** **100%**
- 05) REPLACE EXTERIOR WINDOWS WITH IMPACT WINDOWS** **100%**
- 06) FRONT EXTERIOR FIBERGLASS DOOR WITH 1/4-IMPACT GLASS** **100%**
- 07) FAMILY ROOM - EXTERIOR SIX-PANEL FIBERGLASS DOOR** **100%**
- 08) DEN - FRONT EXTERIOR SIX-PANEL FIBERGLASS DOOR** **100%**
- 09) DEN - REAR EXTERIOR SIX-PANEL FIBERGLASS DOOR** **100%**
- 10) REPLACEMENT OF CENTRAL AIR CONDITIONING SPLIT SYSTEM** **100%**

This is the Final Inspection Report  
Home Inspector LaMarr Ruffin



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

### **EXECUTIVE SUMMARY**

**Profile**

**Background**

**History**

**Structure**

**Qualifications**



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

### **EXECUTIVE SUMMARY**

TSC ASSOCIATES INC. hereby acknowledges receipt of the City of Pembroke Pines Florida RFQ # PL-24-02, Pool of General Inspectors for Residential Rehabilitation. We are committed to providing the very best exceptional solutions for improvement of basic residential habitability with dedicated attention to cost savings, energy conservation and efficiency, with respect to determining the extent of rehabilitation needed. We have demonstrated ability in managing a high volume of projects simultaneously, and our efficient and thorough Home Inspections also consider toxic conditions and accessibility standards. Our dedication and efficiency will dictate the quality of seamless services we will deliver to the City of Pembroke Pines Florida and to its residents.

Our specification writing is detailed and complete leaving no areas of ambiguity, which enables seamless progress in construction. Over the past ten years, we have customized our home inspection and specification writing software package that enables us to constantly update a library of data with the most up to date specification standards, the most recent local material suppliers' pricing including a category for Energy Star products, and specific H.U.D. inspection and rehabilitation standards, as well as Florida Building Code changes and modifications, and references to all local municipalities permit processes and utility information, designed specifically to accommodate reporting requirements of publicly funded housing rehabilitation programs.

Our firm has over seventy years of combined Inspection, Specification Writing, and Construction excellence with proven experience and references that we are able to perform the scope of services within the time frame allotted to attain the goals of the Florida Housing Finance Corporation Community Development Block Grant, Department of Housing and Urban Development, Home Investment Partnership, and State Housing Initiatives Partnership Programs to the complete satisfaction of the City of Pembroke Pines and the Homeowner. Currently we are providing Home Inspection and Cost Estimating/Construction Specification services to Cities and Towns throughout Broward County and in locations in Dade County.

**TSC ASSOCIATES INC.** has a strong financial history; we are solvent and do not have operational funding obstacles, we have no history of creditor obstacles, and we have no history of litigation. We have a solid relationship with our banker; we do not have tax liabilities or accounts payable liabilities. Our team of knowledgeable professionals is well organized, well-staffed, and well supported. Operational scheduling can accommodate additional workloads, and we are prepared to hire if contract volume warrants additional personnel, giving preference to qualified Section 3 applicants.

#### **KEY MEMBERS, MANAGEMENT TEAM: Qualifications and Experience:**

##### **Wm. La'Marr Ruffin, CEO/President, Home Inspector, Project Manager**

Industrial Engineer and Graduate of the University of Toledo Wm. La'Marr Ruffin has been a key figure in the construction industry for over twenty-five (25) years. Mr. Ruffin, Owner and Chief Executive Officer of **TSC ASSOCIATES INC.**

is a licensed Home Inspector, Mold Assessor, Mold Remediator, Lead Renovator, General Contractor, and Roofing Contractor, certified and licensed by the State of Florida. The consistency demonstrated by Mr. Ruffin and his support team to deliver within the contractual time frame has enabled the firm to thrive and develop expanded services. Mr. Ruffin's past completed projects include single and multi-family home design, residential rehabilitation, commercial road and building construction, and professional Home Inspection and Cost Estimating Services.

Currently **TSC ASSOCIATES INC.** specializes in providing excellent residential and commercial property inspection and cost estimating/specification writing service. Mr. Ruffin's construction knowledge and proficiency includes all phases of building and highway construction, public sector government contracting, residential development, and commercial construction projects. Mr. Ruffin leads his team's standard operating practices by demonstrating consistent attention to detail, skillful and diplomatic management techniques, and effective methods enabling completion prior to deadline dates, and prompt courteous communication with Homeowners and Contract Administrators. In the event of a problem or emergency on a jobsite, we do provide after-hours access to personnel for City Administrators, Homeowners, and Contractors.

### **Myriam Thomas, Office Manager**

Ms. Thomas has over fifteen years of professional experience as an office manager and document manager. Ms. Thomas administers all inspection schedules, pre-bid schedules, and coordinates the subcontractors, contract administrators, and home inspector to assure the continuous uninterrupted progress of all rehabilitation projects. Ms. Thomas prepares the bid documents, construction documents, inspection reports, billing documents, and compliance documents, and is the center focal hub around whom all contract activity occurs, and by whom all contract activity and licensing renewal is monitored. Ms. Thomas manages all general conditions compliance for TSC ASSOCIATES INC., and is of instrumental assistance in the process of specification writing, joining the TSC Associates Inc. team in 2010.

### **Sharon Levia, Business Development**

Working with La'Marr Ruffin/TSC ASSOCIATES INC. for more than twenty years, Ms. Levia has more than thirty years of professional experience as a business development specialist and accountant, having also worked in collaboration as a consultant with the City of Phoenix AZ C.E.D.D., City of Rochester NY U.S.S.B.A., and numerous city and state agencies and individual entrepreneurs for the advancement of small and disadvantaged enterprises. Ms. Levia has extensive experience in financial statement accounting, government procurement, project management, strategic development planning, implementation and maintenance of automated systems, specification writing, proposal writing, and bid preparation. Ms. Levia supports the Home Inspector as directed, as well as researches and investigates administration of Florida Residential Building Code, Energy Code, Accessibility Code, LHAPs, HUD Policies and Procedures, U.S. Administrative Code, Florida Administrative Code and Statutes, CFRs, licensing requirements, etc.

### **List of Equipment:**

Inspection and construction tools, hand tools, ladders, cameras, smartphones, touch pads, desktops, laptops, printers, faxes, scanners, highly specialized state of the art home inspection and construction specification writing software, as well as standard office ergonomic accommodations.

**TSC ASSOCIATES INC.** will be proud to join and progress with the City of Pembroke Pines Florida and its residents to provide a quality of life in the community that will foster the desire to live, work, and raise a family in the City of Miramar, and to enhance the quality of life within the community through proactive and effective efforts. We pledge to provide superior service to the complete approval of the Contract Administrators and Homeowners, eliminating sub-standard housing, and maintaining quality affordable housing within the community.

Respectfully submitted,

**TSC ASSOCIATES INC.**

Wm. La'Marr Ruffin, President, Home Inspector



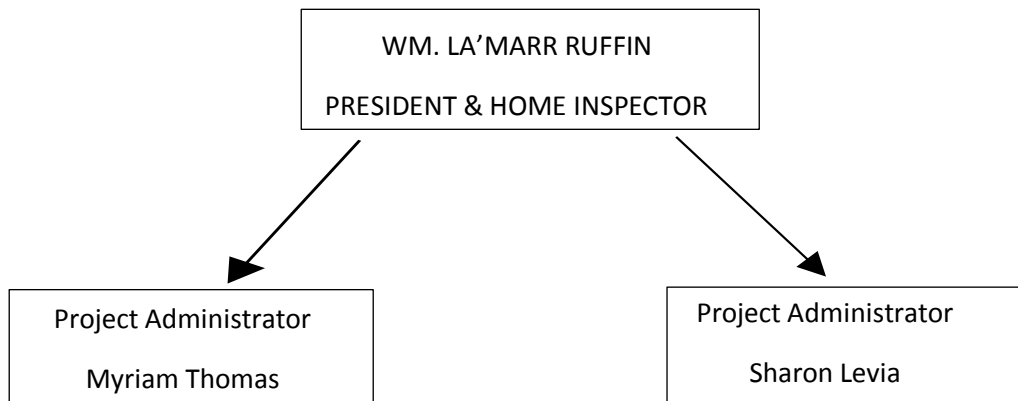
## **TSC ASSOCIATES INC.**

**P.O. Box 120487 Fort Lauderdale FL 33312**  
**954-316-8952**  
**954-533-8952 Fax**  
**Email:tscinspectservices@gmail.com**

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

### **EXPERIENCE:**

**Inspections and Work Scope Preparation Experience**  
**State & Federal Housing Program Experience**  
**Past Projects State & Federal Housing Programs**  
**General Contractor Experience**  
**Team Members Resumes**



## TSC ASSOCIATES INC. PROFILE

### Inspections and Work Scope Preparation Experience

#### CONTACT PERSON: Wm. La'Marr Ruffin, President, Home Inspector

Office 954-316-8952

Cellular Phone 954-709-0471

P.O. Box 120487 Fort Lauderdale FL 33312

**PROJECT ASSIGNMENT: SUPERVISORY**

Project Manager, Home Inspector, Chief Specification Writer, Photographer

**FIRM NAME:**

TSC ASSOCIATES INC.

**YEARS EXPERIENCE:** 36

**QUALIFICATIONS:**

Industrial Engineering University of Toledo, Bachelor of Science

FL Certified & Licensed Home Inspector since 10/2010

FL Certified Mold Assessor

FL Certified Mold Remediator

FL Certified Lead Renovator

FL Licensed General Contractor

FL Licensed Roofing Contractor

**REGISTRATIONS:**

FL Home Inspector HI-687, Mold Remediator MRSR-187,

Mold Assessor MRSA-176, General Contractor

CGC061653, Roofing Contractor CCC1325961, RRP Lead

Renovator

**EXPERIENCE/OTHER QUALIFICATIONS:**

Florida Certified Home Inspector specializing in home inspections and specification writing. Project Manager, Industrial Engineer, Graduate of the University of Toledo, and President of TSC Associates Inc. Mr Ruffin employs consistent adherence to scheduling, detailed specifications, consideration of cost, and effective human resource management; strives to meet the complete approval of homeowner and/or contract administrators on all projects. Accomplishments include detailed specification writing, residential design & build, commercial and residential building construction and renovation, government contracting, highway/road construction, building code knowledge and expertise.

**EXPERIENCE/OTHER QUALIFICATIONS, continued:**

Write specifications, research products and materials including Energy Star program & Green construction, building codes, accessibility codes, zoning ordinances, HUD Policies & Procedures, LHAP's, CFRs. Monitor contract general and technical conditions for compliance. Review bids for reasonableness by evaluating prices for initial cost estimates.

Government procurement, reporting & compliance; monitor contract general and technical conditions compliance.

Detailed knowledge of and extensive administrative experience facilitating Community Development Block Grant Funds Residential Housing Rehabilitation Programs such as:

- Florida Housing Finance Corporation
- State Housing Initiatives Partnership
- Home Investment Partnership
- Neighborhood Stabilization Program
- Housing & Urban Development

Effective and diplomatic liaison between contractual parties, strategically proficient in conflict avoidance and resolution.

After hours accessibility for City Officials, Contractors, and Homeowners.

## TSC ASSOCIATES INC.

### QUALIFICATIONS

&

### EXPERIENCE

**Sharon Levia**, Project Administrator

**PROJECT ASSIGNMENT: SUPERVISORY**

Project Manager, Proposal and Specification Writer, Photographer, Code Analyst & Research, Accounting.

**Reports to:** Chief Specification Writer/Home Inspector

**FIRM NAME:**

TSC ASSOCIATES INC.

**YEARS EXPERIENCE:** 34

**QUALIFICATIONS:**

Business Administration & Accounting  
Business Development Specialist

**REGISTRATIONS:**

Certified Legal Document Preparer

**EXPERIENCE/OTHER QUALIFICATIONS:** Assist with specification writing, research products and materials including Energy Star program & Green construction, building codes, accessibility codes, zoning ordinances, HUD Policies & Procedures, LHAP's, CFRs. Monitor contract general and technical conditions for compliance. Review bids for reasonableness by evaluating prices for initial cost estimates, report to home inspector. Monitor contract general and technical conditions for compliance. Government procurement, reporting & compliance; monitor government contracting available opportunities, preparation of response documents for solicitations and RFQ's. Accounting manager; preparation of financial reports.

After hours accessibility for City Officials, Contractors, and Homeowners.

**Myriam Thomas**, Project Administrator

**PROJECT ASSIGNMENT: SUPERVISORY**

Project Manager, Specification Writer, Photographer, Accounting & Clerical.

**Reports to:** Chief Specification Writer/Home Inspector

**FIRM NAME:**

TSC ASSOCIATES INC.

**YEARS EXPERIENCE:** 24

**QUALIFICATIONS:**

Real Estate Broker  
Accounting, Bachelors

**REGISTRATIONS:**

Real Estate Broker BK3043624

**EXPERIENCE/OTHER QUALIFICATIONS:** Assist with specification writing, document management quality control for completeness and compliance. Scheduling management including inspections and pre-bid conferences. Detailed knowledge of and extensive experience facilitating Community Development Block Grant Funds Residential Housing Rehabilitation Programs such as: Florida Housing Finance Corporation State Housing Initiatives Partnership, Housing & Urban Development Home Investment Partnership, Neighborhood Stabilization Programs. Preparation and distribution of accounts receivable and collections. Effective customer service and conflict resolution.

After hours accessibility for City Officials, Contractors, and Homeowners.



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSR187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

## **Previous Experience Working with State & Federal Housing Programs**

STATE & FEDERAL HOUSING EXPERIENCE AND ADDITIONAL REFERENCES				
DATES	PROJECT TYPE	CONTACT NAME	LOCATION	SCOPE OF WORK
2012 and 2016-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections	City of North Miami Housing Marie-Frantz Jean-Pharun, CFM Housing Manager 776 NE 125th St North Miami FL 33161 305-893-6511	North Miami	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule.
2009-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections	Community Redevelopment Agency of South Florida Inc. Andrew Azebeokhai, President 8569 Pines Blvd Pembroke Pines FL 33024 954-431-7866	Coconut Creek, Davie, Plantation, Tamarac, Cooper City, Deerfield Beach, Pembroke Pines, Pompano Beach, Lauderhill	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule.
2010-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections, sewer & water	Broward County Minority Builders Coalition Janice Hayes, Director of Business & Workforce Development 499 SW 70 <sup>th</sup> Ave #101 Plantation FL 33317 954-792-1121, ext 25	Broward County	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule. Water/sewer: septic tank to municipal sewer system, barrier free improvements.
2009-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections	City of Deerfield Beach Community Development Vickki Placide-Pickard 533 S Dixie Hwy Deerfield Beach FL 33441 954-571-2675	Deerfield Beach	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule.
2016-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections	City of Tamarac Housing & Community Development Carolyn Francis-Royer 7525 NW 88th Ave #108 Tamarac FL 33401 954-597-3570	Tamarac	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule.
2009-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections	City of Pembroke Pines Joe Yaciuk, AICP Planning Administrator 10100 Pines Blvd Pembroke Pines FL 33026 954-435-6513	Pembroke Pines	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule.
2009-2016	Home Inspection and Specification Writing for home repair & rehab, code corrections	Mildred J Reynolds, Housing & Community Development Mgr, Environmental Protection & Growth Mgmt Dept, Housing, Finance & Community Development Division 110 NE 3 <sup>rd</sup> St #300 Fort Lauderdale FL 33301 954-357-4939	Broward County	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, all in an effort to preserve the City's affordable housing stock, all within schedule.
2009-2024	Home Inspection and Specification Writing for home repair & rehab, code corrections	City of Coral Springs Neirah Sankar, Assistant Planner/Housing Specialist Dept of Community Development 2730 University Dr Coral Springs FL 33065 954-344-1161	Coral Springs	Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation, repair and upgrade major building systems, abate health and safety issues, to preserve housing stock.



# TSC ASSOCIATES INC.

P.O. Box 120487 Fort Lauderdale FL 33312  
 954-316-8952  
 954-533-8952 Fax  
 Email: tscinspectservices@gmail.com

HI-687 Home Inspector  
 MRSR176 Mold Assessor  
 MRSA187 Mold Remediator  
 CGC061653 State Certified General Contractor  
 CCC1325961 State Certified Roofing Contractor

## General Contractor Experience

<u>Work Scope</u>	<u>Description</u>	<u>Project Revenue</u>
Masonry contractor; Underground Magazine, Military base Project Manager	US Army Corps of Engineers Fort Drum, NY	\$10,000,000
Masonry Contractor; Military base Project Manager	US Army Corps of Engineers Governors Island, NY	\$3,000,000
Masonry contractor; prison Project Manager	New York State Department of Corrections Attica Prison Attica, NY	\$3,000,000
Roof Replacement, Install Fire Doors, Install handrails Prime Contractor	Veterans Administration Medical Center Batavia, NY Canandaigua, NY	\$3,000,000
Masonry contractor Project Manager	University of Buffalo Buffalo, NY	\$2,750,000
Foundation Subcontractor Rochester NY Convention Center Project Manager, Subcontractor	John B. Pike & Sons, Prime Contractor Rochester, NY	\$2,750,000
North Garage Parking-West Ramp Port Everglades, Hollywood FL Prime Contractor	North Garage Parking-West Ramp Port Everglades, Hollywood, FL	\$196,000
Commercial Roofing, Esserman Plaza Prime Contractor	Esserman Nissan 16725 NW 57 <sup>th</sup> Ave Miami, FL	\$147,000
Re-roof Various Sites Fort Lauderdale Housing Authority Prime Contractor	Fort Lauderdale Housing Authority 100 SW 18 <sup>th</sup> Ave Fort Lauderdale, FL	\$44,500
Weatherization I Weatherization II Prime Contractor	Broward County Minority Builders Coalition Various Sites Broward County, FL	\$33,400
Replace Roof; Residential Renovation Prime Contractor	Broward County Minority Builders Coalition 3777 NW 78 <sup>th</sup> Davie, FL	\$22,600
Home Inspector, Specification Writer	Direct contracting with Program Administrators for Residential Home Inspection & Cost Estimating Services in the following Cities:  Pembroke Pines, Coconut Creek, Cooper City, Coral Springs, Dania Beach, Deerfield Beach, Fort Lauderdale, Pompano Beach, Hollywood, Lauderdale Lakes, Margate, Miramar, North Miami, Plantation, West Palm Beach.	\$1,953,434



## **TSC ASSOCIATES INC.**

P.O. Box 120487 Fort Lauderdale FL 33312  
954-316-8952  
954-533-8952 Fax  
Email:tscinspectservices@gmail.com

HI-687 Home Inspector  
MRSR176 Mold Assessor  
MRSA187 Mold Remediator  
CGC061653 State Certified General Contractor  
CCC1325961 State Certified Roofing Contractor

### **TSC ASSOCIATES INC.**

#### **SECTION 3 PLAN**

**TSC ASSOCIATES INC.** has implemented the following affirmative action steps directed at increasing the utilization of low income residents within the City of Tamarac, Florida:

1. To ascertain local boundaries of the Section 3 covered project area.
2. To attempt to recruit from within the city the necessary number of low income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service, if employment becomes available..
3. To maintain a list of low income area residents who have applied either on their own or by referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert Section 3 of the Housing and Urban Development Act of 1968 Contract Provisions clause in all subcontracts over \$100,000, to obtain Contracts and Subcontracts (Table A), and Estimated New Hires (Table B) from said subcontractors, and to obtain all documentation for completion of New Hire Report (Table C), and Business Utilization Report (Table D) prior to final payment, (contracts for less than \$100,000 are exempt) in all distributed specifications.
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending subcontracting opportunities.
7. To maintain records which document that affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Contracts and Subcontracts (Table A) information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Estimated New Hires (Table B ) all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder of a contract in excess of \$100,000, to submit New Hire Report (Table C ) and Business Utilization Report (Table D) to City of Tamarac, Florida.

*U. S. Department of Housing and Urban Development*

# **CERTIFICATE OF COMPLETION**

*Presented To*

**WILLIAM RUFFIN**

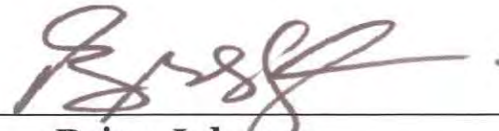
*For Successfully Completing*

**HUD's SECTION 3 TRAINING**

*Presented on June 8, 2011*

*Candace M. Tapscott*

**Candace Tapscott**  
Miami Center Director  
Office of Fair Housing & Equal Opportunity



**Brian Johnson**  
Executive Director  
Broward County Minority Builders Coalition

Section 3 Business Registry  
Self Certification  
U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity



# TSC ASSOCIATES INC.

## Contact Information

### Address

TSC ASSOCIATES INC.  
1171 NW 27th Ave  
FORT LAUDERDALE , FL 33311

### Telephone

(954) 316-8952

### Website Address

### Email

tscinspectservices@gmail.com

### Point of Contact

Wm. La'Marr Ruffin  
(954) 700-0471

## Business Details

### Employer Identification Number

20-0040973

### Business License

P02000102555

### DUNS Number

039623571

### NAICS

238190

### County

Broward

### Year Business Established

2002

**Number of Employees**

2

**Locations NOT Willing to Serve**

outside Broward County

**Registration Date**

07/26/2017

**Business Capabilities**

- Consulting
- home inspection and cost estimating services

residential home inspection and cost estimating services, construction inspection and monitoring services.

**Section 3 Business Criteria**

- a) Fifty-one percent or more of the business is owned by Section 3 Residents;
- b) Thirty percent or more of the business' full time employees are Section 3 Residents; or
- c) The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

---

**Disclaimer**

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

---

To correct your business's information, contact [Sec3Biz@hud.gov](mailto:Sec3Biz@hud.gov).

**How Do I Notify HUD if I Suspect that a Business in this Registry Does Not Meet Section 3 Eligibility Criteria?**

If you believe that a firm has misrepresented itself as a Section 3 Business, please [email the U.S. Department of Housing and Urban Development](mailto:Sec3Biz@hud.gov) at [Sec3Biz@hud.gov](mailto:Sec3Biz@hud.gov) .

**Your email should contain the following information:**

- Your name, telephone number, and email address (this information will not be shared outside of HUD)
- Name, city, and state of firm that has allegedly misrepresented their status as a Section 3 business.
- Any narrative explanations describing why you believe that this firm does not meet the Section 3 Business eligibility criteria.



**VENDOR INFORMATION FORM**

MAIN CONTACT INFORMATION			
<b>Company Name (Legal Name as filed with IRS)</b>	<u>TSC ASSOCIATES</u>		
<b>Doing Business As (DBA)</b>			
<b>Primary Business Address</b>	<u>1171 NW 27<sup>th</sup> Ave</u>		
	<b>City:</b>	<u>Fort Lauderdale</u>	
	<b>State:</b>	<u>FL</u>	<b>Zip:</b> <u>33311</u>
	<b>Country:</b>	<u>USA</u>	
<b>Remit To Address</b>	<u>P.O. Box 120487</u>		
	<b>City:</b>	<u>Fort Lauderdale</u>	
	<b>State:</b>	<u>FL</u>	<b>Zip:</b> <u>33312</u>
	<b>Country:</b>	<u>USA</u>	
<b>Order From Address</b>			
	<b>City:</b>		
	<b>State:</b>		<b>Zip:</b>
	<b>Country:</b>		
<b>Foreign Entity (Yes/No)</b>	<u>No</u>		
<b>Telephone Number</b>	<u>954-316-8952</u>		
<b>Primary Company E-mail</b>	<u>tscinspectservices@gmail.com</u>		
<b>Fax</b>	<u>954-533-8952</u>		
<b>Website</b>			
<b>DUNS</b>	<u>039623571</u>		
<b>Independent Contractor (Yes/No)</b>	<u>Yes</u>		
<b>Identification Number</b>	<b>SSN:</b>		<b>FID:</b> <u>20-0040973</u>

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

CONTACT INFORMATION			
<b>Contact Name (First &amp; Last Name)</b>	<u>Wm LaMarr Ruffin</u>		
<b>Description/Title/Position</b>	<u>President</u>		
<b>Phone (Voice)</b>	<u>954-316-8952</u>		
<b>Phone (Text)</b>	<u>954-709-0471</u>	<b>Opt In (Y/N):</b>	<u>Y</u>
<b>Fax</b>	<u>954-533-8952</u>		
<b>E-mail</b>	<u>tscinspectservices@gmail.com</u>		

CITY OF **Pembroke Pines FL**

RESIDENTIAL REHABILITATION

HOME INSPECTION OCCUPANCY STANDARDS CHECKLIST

A. General Information

Date of Inspection: 5/30/2023

Address of Inspected Unit **7322** Street: SW 8th Court

City: Pembroke Pines County: Broward State: FLORIDA

Zip: 33025

PROPERTY OWNER NAME: JANE DOE

OWNER TELEPHONE: 954-200-3456

INSPECTOR NAME: WM LA'MARR RUFFIN, HI-687

INSPECTOR SIGNATURE: Wm LaMarr Ruffin

INSPECTOR PHONE #: 954-709-0471

B. How to Fill Out This Checklist

- Proceed through the inspection as follows:

Area	Checklist Category
Room by Room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
Outside	6. Building Exterior
Basement or Utility Room	7. Heating and Plumbing
Overall	8. General Health and Safety

- Each part of the checklist will be accompanied by an explanation of the item to be inspected.
- Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
- In the space to the right of the description of the item, if the decision on the item is "Fail," give a detailed description of the current condition of the item along with what repairs are necessary.
- Also, if "Pass" but there are additional code items or items not consistent with rehab standards or area codes, write these in the space to the right.

Form **W-9**  
(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name **TSC ASSOCIATES INC**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**P.O. Box 120487**

City, state, and ZIP code  
**Fort Lauderdale FL 33312**

List account number(s) here (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

OR

Employer identification number								
2	0	0	4	0	9	7	3	

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

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **4/24/2024**

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

#### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**COMPANY PROFILE FORM**

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

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)		TSC ASSOCIATES INC	
Doing Business As (DBA)			
Primary Business Address		1171 NW 27 <sup>th</sup> Ave	
		City:	Fort Lauderdale
	State:	FL	Zip: 33311
	Country:	USA	

Organization Background	
Please state the year that you company started its business	2002
Please state the year that your company started providing service under your current business name	2011
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration
Home Inspector	HI687	07/31/2024
General Contractor	CGC061653	08/31/2024
Roofing Contractor	CCC1325961	08/31/2024
Mold Assessor	MRSA176	07/31/2024
Mold Remediator	MRSR187	07/31/2024

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

Please Provide a Summary of your Company and What Services you provide
<p>Home Inspector and Specification Writer to provide repairs necessary for safe standards in housing, eliminate sub-standard housing, eliminate building code violations, storm and hurricane mitigation and prevention of weather penetration, repair and upgrade major building systems, abate health and safety issues, administer construction projects, and inspect construction progress in an effort to preserve the City's affordable housing stock.</p>



*City of Pembroke Pines*

**(OFFICE USE ONLY)** Vendor # \_\_\_\_\_

---



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

1. This sworn statement is submitted TSC ASSOCIATES INC  
(name of entity submitting sworn statement) whose business address is  
1127 NW 27th Ave Fort Lauderdale FL 33311  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
20-0040973. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is Wm LaMarr Ruffin and my  
(Please print name of individual signing)  
relationship to the entity named above is President/Owner.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

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

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

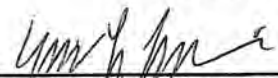
A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

  
 Bidder's Name/Signature  
 Wm. Lamarr Ruffin

TSC ASSOCIATES INC  
 Company

04/27/2024  
 Date



## **EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES**

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

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

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

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

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

### **SECTION 1 DEFINITIONS**

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



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

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

**SECTION 2 CERTIFICATION OF CONTRACTOR**

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

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



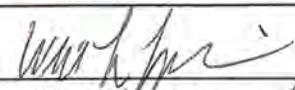
City of Pembroke Pines

---

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

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

COMPANY NAME: TSC ASSOCIATES INC

AUTHORIZED OFFICER NAME / SIGNATURE:   
Wm. Kamarr Ruffin



City of Pembroke Pines

**VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

**SECTION 1 GENERAL TERM**

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

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

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

**SECTION 2 AFFIRMATION**

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

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

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

  
 \_\_\_\_\_  
 Authorized Signature

**Wm LaMarr Ruffin**  
 \_\_\_\_\_  
 Authorized Signer Name

TSC ASSOCIATES INC  
 \_\_\_\_\_  
 Company Name



City of Pembroke Pines

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

I, Wm LaMarr Ruffin, on behalf of TSC ASSOCIATES INC,  
Print Name and Title Company Name

certify that TSC ASSOCIATES INC :  
Company Name

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

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

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

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

TSC ASSOCIATES INC  
Company Name

*Wm LaMarr Ruffin*  
Print Name / Signature  
*Wm. LaMarr Ruffin*

President  
Title



City of Pembroke Pines

**E-VERIFY SYSTEM CERTIFICATION STATEMENT  
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:
  - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
  - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
  - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
  
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
  - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
  
3. Contract Termination
  - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
  - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
  - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
  - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
  - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

**TSC ASSOCIATES INC**

COMPANY NAME: \_\_\_\_\_

PRINTED NAME / AUTHORIZED SIGNATURE:  \_\_\_\_\_

Wm LaMarr Ruffin



City of Pembroke Pines

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: TSC ASSOCIATES INC

PRINTED NAME / AUTHORIZED SIGNATURE: Wm. LaMarr Ruffin







# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829  
**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**Business Name:** WILLIAM LAMARR RUFFIN INC

**Receipt #:** 329-251806  
**Business Type:** ALL OTHERS (HOME INSPECTOR/MO: ASSESSOR)

**Owner Name:** WILLIAM LAMARR RUFFIN  
**Business Location:** 1171 NW 27 AVE  
 FT LAUDERDALE  
**Business Phone:** 954-316-8952

**Business Opened:** 10/26/2012  
**State/County/Cert/Reg:** HI 687/MRSA176  
**Exemption Code:**

Rooms                      Seats                      Employees                      Machines                      Professionals  
2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt Fee 33.00  
 Packing/Processing/Canning Employees 0.00

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT  
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

WILLIAM LAMARR RUFFIN  
 P O BOX 120487  
 FORT LAUDERDALE, FL 33312

**Receipt #** 032-22-00005067  
**Paid** 09/20/2023 33.00

## 2023 - 2024

**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
FOR EXPENDITURE OF FEDERAL FUNDS**

**LOBBYING**

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

**TSC ASSOCIATES INC**

\_\_\_\_\_  
Contractor / Name of Company

**Wm. La'Marr Ruffin**

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

**04/27/2024**

\_\_\_\_\_  
Date

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

**TSC ASSOCIATES INC**

\_\_\_\_\_  
Contractor / Name of Company

**Wm. La'Marr Ruffin**

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

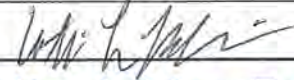
**04/27/2024**

\_\_\_\_\_  
Date

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  n/a _____                  a. contract                  b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  Wm. LaMarr Ruffin _____                  a. bid / offer / application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  _____                  a. initial filing                  b. material change  <b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime _____ Subawardee                  Tier _____, if Known:                   Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:                   Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>                  CFDA Number, if applicable:                  _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>                  (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)                  (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:                   Print Name: <u>Wm. LaMarr Ruffin</u>                  Title: <u>President</u>                  Telephone No.: <u>954-316-8952</u> Date: <u>04/27/2024</u></p>	

# State of Florida

## *Minority Business Certification*

TSC ASSOCIATES INC.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
12/20/2023 to 12/20/2025



---

J. Todd Inman  
Florida Department of Management Services



# *State of Florida*

## *Department of State*

I certify from the records of this office that TSC ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on September 23, 2002.

The document number of this corporation is P02000102555.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 24, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fourth day of  
February, 2024*



  
Secretary of State

Tracking Number: 0392082837CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Electronic Articles of Incorporation  
For**

P02000102555  
FILED  
September 23, 2002  
Sec. Of State

TWENTY-SECOND CENTURY ROOFING, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

TWENTY-SECOND CENTURY ROOFING, INC.

**Article II**

The principal place of business address:

991 SOUTH STATE ROAAD 7  
G-20  
PLANTATION, FL. 33317

The mailing address of the corporation is:

991 SOUTH STATE ROAAD 7  
G-20  
PLANTATION, FL. 33317

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

100

**Article V**

The name and Florida street address of the registered agent is:

HERON SMALL  
4211 NW 19TH STREET  
SUITE 180  
LAUDERHILL, FL. 33313

I certify that I am familiar with and accept the responsibilities of registered agent.

**P02000102555**  
**FILED**  
**September 23, 2002**  
**Sec. Of State**

Registered Agent Signature: HERON SMALL

**Article VI**

The name and address of the incorporator is:

HERON SMALL  
4211 NW 19TH STREET  
SUITE 180  
LAUDERHILL, FL 33313

Incorporator Signature: HERON SMALL

**Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
HERON SMALL  
4211 NW 19TH STREET, SUITE 180  
LAUDERHILL, FL. 33313

PO200010255

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

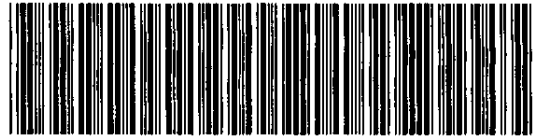
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700242897567

01/02/13--01010--006 \*\*43.75

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JAN -2 PM 1:35

Amend/cas  
@ 1/8/13

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** TSC Associates Inc

**DOCUMENT NUMBER:** P02000102555

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

William LaMarr Ruffin

Name of Contact Person

TSC Associates Inc

Firm/ Company

1127 NW 27<sup>th</sup> Ave

Address

Fort Lauderdale FL 33311

City/ State and Zip Code

wmlamarr@gmail.com

E-mail address: (to be used for future annual report)

notification) For further information concerning this matter, please call:

(954) 316- 8952

William LaMarr Ruffin

Name of Contact Person

at (

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JAN -2 PM 1:36

TSC Associates Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P02000102555

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

N/A

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**  
*(Principal office address **MUST BE A STREET ADDRESS**)*

N/A

**C. Enter new mailing address, if applicable:**  
*(Mailing address **MAY BE A POST OFFICE BOX**)*

N/A

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent William LaMarr Ruffin

1127 NW 27<sup>th</sup> Ave

(Florida street address)

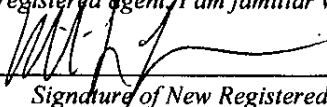
New Registered Office Address: Fort Lauderdale, Florida 33311

(City)

(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent, I am familiar with and accept the obligations of the position.*



Signature of New Registered Agent, if changing

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

**Example:**

X Change                    PT     John Doe  
X Remove                    V       Mike Jones  
X Add                         SV     Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	<u>PDC</u>	<u>Heron Small</u>	<u>991 S State Rd 7, G-5</u>
<input type="checkbox"/> Add			<u>Plantation FL 33317</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>PDC</u>	<u>William LaMarr Ruffin</u>	<u>1127 NW 27<sup>th</sup> Ave</u>
<input checked="" type="checkbox"/> Add			<u>Fort Lauderdale FL 33311</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change			
<input checked="" type="checkbox"/> Add			
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

**E. If amending or adding additional Articles, enter change(s) here: (Attach additional sheets, if necessary). (Be specific)**

Pursuant to Chapter 607 of the Florida Code, the Corporation TSC ASSOCIATES INC. hereby amends its Articles.

This Corporation has not issued any shares and the following Amendments have been approved by its Incorporators and shareholder action is not required.

This Amendment is adopted January 11 2011.

This Amendment does not affect a cause of action existing against or in favor of the Corporation, any proceeding to which the Corporation is a party, or the existing rights of any persons other than the Incorporators.

No other Articles of the surviving Corporation will differ.

The Incorporators Amend as follows:

Heron Small, Incorporator, shall sell its total interest in the Corporation business, including its interest in all the assets, furniture, equipment, and furnishings of the business, stock of merchandise and/or inventory, accounts receivable, monies, and all of Heron Small's right, title, and interest in and to any and all of the Assets of the Corporation to the Purchasing Incorporator William LaMarr Ruffin for the amount of \$42,805.62 (Forty-two Thousand Eight Hundred Five and 62/100 Dollars), and Selling Incorporator Heron Small acknowledges this amount has been received in full, and no further payment amount is due and/or owing.

The Purchasing Incorporator shall and do assume and agree to pay all outstanding debts and obligations of the Corporation business, and to perform all of the covenants of leases, and to perform all of the outstanding performances and agreements required to be performed by the Corporation, and agrees to save and hold harmless Selling Incorporator against any claim or claims that may arise by reason of such debt, obligation, or covenants, or any claims except those specifically mentioned in the Amendment.

The Selling Incorporator warrants and represents that it has incurred no debts nor contracted any obligations, nor incurred any liability in the name of the Corporation for which the Corporation would be liable other than those debts, obligations or liabilities as are disclosed in the Corporation books of which Selling Incorporator has advised the Purchasing Incorporator. The Selling Incorporator agrees to indemnify and save and hold harmless the Purchasing Incorporator on account of any claims that may be made against the Corporation because of any debt, obligation, or liability which the Selling Incorporator incurred in the Corporation name or for which the Corporation became liable on account of any of Heron Small's actions and of which Selling Incorporator failed to inform Purchasing Incorporator.

The Purchasing Incorporator agrees to prepare federal and state income tax returns for the Corporation for the accounting and reporting period 2011 and will supply Selling Incorporator with copies. Each of the Parties shall pay their individual income taxes, both federal and state, on income received from such Corporation business.

The future general taxes and all other tax obligations shall be considered an obligation of the Corporation.

The Corporation existing under the name of TSC Associates Inc. is amended. Except as otherwise reserved in this Amendment, Selling Incorporator acknowledges that it has no claim or demand of any kind or nature against Purchasing Incorporator. Also except as otherwise reserved in this Amendment, Purchasing Incorporator acknowledges that it has no claim or demand of any kind or nature against Selling Incorporator.

This Amendment shall be construed and enforced in accordance with the laws of the State of Florida, USA.

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

*(if not applicable, indicate N/A)*

N/A

The date of each amendment(s) adoption: January 11 2011


Effective date if applicable: \_\_\_\_\_

*(no more than 90 days after amendment file date)*

**Adoption of Amendment(s)**

The amendment(s) was adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 12/20/2012

Signature 

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

William LaMarr Buffin  
(Typed or printed name of person signing)

President  
(Title of person signing)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**HOME INSPECTORS LICENSING PROGRAM**  
THE HOME INSPECTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: HI687**

**EXPIRATION DATE: JULY 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**MOLD-RELATED SERVICES LICENSING PROGRAM**

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: MRSR187**

**EXPIRATION DATE: JULY 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**MOLD-RELATED SERVICES LICENSING PROGRAM**

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: MRSA176**

**EXPIRATION DATE: JULY 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

TSC ASSOCIATES INC  
2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: CCC1325961**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**RUFFIN, WILLIAM LAMARR**

INDIVIDUAL  
2622 NW 20TH STREET  
FORT LAUDERDALE FL 33311

**LICENSE NUMBER: CGC061653**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 16.**

<b>File ID:</b> 24-0769	<b>Type:</b> Bid	<b>Status:</b> Passed
<b>Version:</b> 1	<b>Agenda Section:</b>	<b>In Control:</b> City Commission
<b>Short Title:</b> Motion to Award PL-24-02 Residential Home Inspections and Cost Estimating Services		<b>File Created:</b> 08/12/2024 <b>Final Action:</b> 08/21/2024

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-24-02 "RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES" TO THE FOLLOWING FOUR (4) VENDORS:

- GOLD TREE DEVELOPMENT GROUP LLC
- HOUSING AND ASSISTIVE TECHNOLOGY, INC.
- RITEVIEW INSPECTIONS, LLC
- TSC ASSOCIATES, INC

**\*Agenda Date:** 08/21/2024

**Agenda Number:** 16.

**Internal Notes:**

**Attachments:** 1. PL-24-02 Bid Tabulation, 2. 07-16-24 Meeting Minutes, 3. Gold Tree Development Group, LLC Agreement, 4. Submittal from Gold Tree Development Group, LLC (Exhibit B), 5. Housing and Assistive Technology, Inc. Agreement, 6. Submittal from Housing and Assistive Technology, Inc., 7. Riteview Inspections, LLC Agreement, 8. Submittal from RiteView Inspections, LLC, 9. TSC Associates, Inc Agreement, 10. Submittal from TSC Associates, Inc, 11. PL-24-02 Residential Home Inspection and Cost Estimating Services (Exhibit A)

**Related Files:**

1 City Commission 08/21/2024 approve Pass

**Action Text:** A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez,  
Commissioner Schwartz, and Commissioner Hernandez

Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PL-24-02 "RESIDENTIAL HOME INSPECTION AND COST ESTIMATING SERVICES" TO THE FOLLOWING FOUR (4) VENDORS:

- GOLD TREE DEVELOPMENT GROUP LLC

- HOUSING AND ASSISTIVE TECHNOLOGY, INC.
- RITEVIEW INSPECTIONS, LLC
- TSC ASSOCIATES, INC

**PROCUREMENT PROCESS TAKEN:**

***- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."***

***- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."***

***- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."***

***- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."***

***- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."***

***- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."***

***- Section 35.19(E) is titled "Bid opening procedure"***

***- Section 35.19(E)(5) states, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager"***

***- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."***

***- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission"***

**Approval.”**

**- Section 35.21(A)(1) states, “An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.”**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On June 16, 2021, the City Commission authorized the advertisement of RFQ # PL-21-02 “Residential Home Inspection and Cost Estimating Services” which was advertised on June 23, 2021.
2. The City of Pembroke Pines receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) program, and HOME Investment Partnership Program (HOME). The City also receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. From time to time, it may receive similar types of funds to carry out similar activities.
3. The purpose of this solicitation was to form a pool of qualified firms with specialized skills and interest in providing professional services to conduct residential inspection services to determine the extent of rehabilitation needed in residential homes and the cost for each repair.
4. On March 2, 2022, the City Commission approved the findings and recommendation of the evaluation committee and awarded RFQ # PL-21-02 “Residential Home Inspections and Cost Estimating Services” to the following five (5) vendors:
  - Artisan Rebuilders
  - Gold Tree Development Group LLC.
  - Housing and Assistive Technology, Inc.
  - SoFL Corporation
  - TSC Associates, Inc.
5. The agreements, as amended, were made for a two-year period expiring in 2024 with no renewal terms and included the following Home Inspector’s Fee Schedule for all of the awarded vendors:

<b>Description</b>	<b>Cost</b>
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 500
Work Specifications	\$ 650
Pre-bid Meeting (For the specific project, not for the RFQ process)	\$ 450
Interim Inspections	\$ 700
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 700
<b>Sub-Total</b>	<b>\$ 3,000</b>
Contingency (If advanced research is required)	\$ 150

Agenda Request Form Continued (24-0769)

**Total with Contingency** **\$ 3,150**

6. As a result of the expiring contract, on April 17, 2024, the City Commission authorized the advertisement of RFQ # PL-24-02 “Residential Home Inspection and Cost Estimating Services” which was advertised on April 25, 2024.

7. RFQ # PL-24-02 included a scrivener’s error which listed an outdated Home Inspector’s Fee Schedule that is \$1,000 lower, per project, than the most recent contract amount:

<b>Description</b>	<b>Error</b>
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 300
Work Specifications	\$ 450
Pre-bid Meeting (For the specific project, not for the RFQ process)	\$ 250
Interim Inspections	\$ 500
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 500
<b>Sub-Total</b>	<b>\$ 2,000</b>
Contingency (If advanced research is required)	\$ 150
<b>Total with Contingency</b>	<b>\$ 2,150</b>

8. In addition, the Planning Department would like to simply the fee schedule for all awarded vendors to the following:

<b>Description</b>	<b>Revised</b>
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 1,500
Work Specifications	Included Above
Pre-bid Meeting (For the specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 1,500
<b>Sub-Total</b>	<b>\$ 3,000</b>
Contingency (If advanced research is required)	\$ 150
<b>Total with Contingency</b>	<b>\$ 3,150</b>

9. On May 21, 2024, the City opened seven (7) proposals from the following vendors, listed in alphabetical order:

- Blueprint Industrial Contractors Inc.
- Fresco Inspections & Consulting LLC.
- Gold Tree Development Group LLC.
- Housing and Assistive Technology, Inc.
- RiteView Inspections, LLC.
- The Urban Group, Inc.
- TSC Associates, Inc.

10. During the evaluation of the proposals, the Procurement Department noticed Fresco Inspections & Consulting LLC. submitted a proposal for both PL-24-01 “Environmental Specialists for Residential Home Inspection” and PL-24 02 “Residential Home Inspection

Agenda Request Form Continued (24-0769)

---

and Cost Estimating Services”. Pursuant to the solicitation, a vendor was only allowed to submit a proposal for PL-24-01 or PL-24-02. Following this discovery, the Procurement Department contacted the vendor to confirm which project they will be withdrawing their proposal from, and Fresco Inspections & Consulting LLC. withdrew their proposal from this bid, PL-24-02.

11. On July 16, 2024, an evaluation committee was convened to review the qualifications of the bidders and recommend a pool of vendors to the City Commission for award.

12. During the evaluation committee meeting, the Procurement Department addressed the process in which the proposals were reviewed and the completed bid tabulation sheet which highlights deficiencies in the proposals received, so that the Evaluation Committee could make a determination on how to address these items and informed the committee that Blueprint Industrial Contractors Inc. failed to submit various information in their submittal including:

- Non-Collusive Affidavit Form - The vendor submitted a blank Non-Collusive Affidavit form. Note - The Procurement Department has allowed vendors to submit a completed Non-Collusive Affidavit Form and waive the irregularity in the past.
- Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds - The vendor did not include a completed “Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds” with their vendor registration documents. This document is utilized for federally funded projects and is listed under the Vendor Registration Documents in section 1.6 of the RFQ. As stated in section 1.6, in the event that the City does not have one of vendor registration documents, the City may reach out to your company after the bid has closed to obtain the document(s).
- Required Questionnaire - The vendor submitted the required questionnaire with no answers being completed. The questionnaire includes the following sections, which contains the information needed for scoring the proposals:
  - o Tab 1 - Experience and Capabilities (35 points)
  - o Tab 2 - References Form (35 points)
  - o Tab 3 - Firm's Understanding and Approach to the Work (30 points)
  - o Contact Information Form
  - o Proposer's Background Information
  - o Vendor Registration Checklist

13. Members discussed the information presented and proposals, and the evaluation committee passed a motion to deem Blueprint Industrial Contractors Inc. as non-responsive. The committee also acknowledged Fresco Inspections & Consulting LLC.'s withdrawal from PL-24-02.

14. The evaluation committee had further discussion regarding the importance of contractors for Home Inspection services being knowledgeable with program requirements, as they create all the specifications for our documents. As such, if a contractor is unfamiliar with the program requirements when a bid goes out, it could result in numerous change orders or a

**Agenda Request Form Continued (24-0769)**

---

re-bid. The evaluation committee further discussed the references of The Urban Group, Inc., in which member Williams stated that The Urban Group’s references were not sufficient in comparison to the other vendors as related to the scope of work. Member Williams, seconded by Member Wrves motioned to disqualify The Urban Group, based on their qualifications and their references. The motion passed unanimously.

15. The evaluation committee discussed further and then passed a motion to deem the four (4) remaining vendors, Gold Tree Development Group LLC., Housing and Assistive Technology, Inc., RiteView Inspections, LLC, and TSC Associates, Inc. as qualified, and include all four (4) in a pool for Home Inspection and Cost Estimating Services.

16. Gold Tree Development Group LLC., Housing and Assistive Technology, Inc., and RiteView Inspections, LLC have all completed the Equal Benefits Certification Form and have stated that the contractors “currently comply with the requirements of this section.” TSC Associates, Inc. has utilized the following allowable exemption, stating that the “Contractor does not provide benefits to employees’ spouses in traditional marriages”.

17. Recommend Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # PL-24-02 “Residential Home Inspections and Cost Estimating Services” to the following four (4) vendors:

- Gold Tree Development Group LLC.
- Housing and Assistive Technology, Inc.
- RiteView Inspections, LLC.
- TSC Associates, Inc.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** The total cost will be dependent on the total number of residential homes in the programs that would need the services of these Home Inspectors. The Home Inspector’s Fee Schedule will be:

<b>Description</b>	<b>Revised</b>
Initial Inspection (Includes cost estimates and 2 sets of color photos)	\$ 1,500
Work Specifications	Included Above
Pre-bid Meeting (For the specific project, not for the RFQ process)	Included Above
Interim Inspections (as needed prior to final)	Included Above
Final Inspection (Includes 1 follow-up punch-list inspection, if needed)	\$ 1,500
<b>Sub-Total</b>	<b>\$ 3,000</b>
Contingency (If advanced research is required)	\$ 150
<b>Total with Contingency</b>	<b>\$ 3,150</b>

Upon Commission’s approval, the proposed contracts will be updated to reflect the correct rates listed above.

**b) Amount budgeted for this item in Account No:** Funds for these expenses will be paid

Agenda Request Form Continued (24-0769)

---

through grants received through various programs. The City receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, Home Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, the City receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation.

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



# CERTIFICATE OF LIABILITY INSURANCE

Date  
12/12/2023

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

### 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	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																				
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>X</b></td> <td style="width: 20%;">WC Statutory Limits</td> <td style="width: 5%;"></td> <td style="width: 10%;">OTH-ER</td> <td style="width: 60%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<b>X</b>	WC Statutory Limits		OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
<b>X</b>	WC Statutory Limits		OTH-ER																							
	E.L. Each Accident			\$1,000,000																						
	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 84-65-201  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":  
**TSC Associates, Inc.**  
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com  
**Project Name:**  
 ISSUE 02-04-21 (PH). REISSUE 03-01-21 (PH)

**Begin Date: 5/10/2020**

**CERTIFICATE HOLDER**  
 CITY OF PEMBROKE PINES  
 601 CITY CENTER WAY  
 PEMBROKE PINES, FL 33025

**CANCELLATION**  
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

