



ENGINEERING DESIGN SERVICES FOR SW 208TH AVENUE ROADWAY IMPROVEMENTS

REQUEST FOR QUALIFICATION # PSEN-26-01

Issuance of Solicitation: Tuesday, June 9, 2026
Questions Due Date: Monday, June 22, 2026
Bid Submission Deadline: Tuesday, July 7, 2026

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

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

Table of Contents

1. NOTICE
2. GENERAL PROJECT INFORMATION & TIMELINE
3. PURPOSE AND BACKGROUND
4. SCOPE OF WORK
5. SUBMITTAL DOCUMENTS
6. EVALUATION & SELECTION PROCESS
7. INSURANCE REQUIREMENTS
8. GENERAL TERMS AND CONDITIONS

Attachments:

A - SW 208th AVE Concept

B - Specimen Contract - Professional Services (CCNA Non-Continuing Services)

C - Sample Insurance Certificate



SECTION 1 - NOTICE

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

RFQ # PSEN-26-01

Engineering Design Services for SW 208th Avenue Roadway Improvements

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

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

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

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

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

Proposals will be accepted until 2:00 pm on Tuesday, July 7, 2026, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/258038>.

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

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

Virtual Meeting Details:



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

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

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

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

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



SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	June 9, 2026
Question Due Date:	June 22, 2026, 12:00am
Issuance of Final Answers to Questions:	June 25, 2026
Bid Submission Deadline:	July 7, 2026, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.

2.2 Pre-Bid Meeting

This project will not have a pre-bid meeting.

2.3 Estimated Project Cost

Staff estimates the design cost to be approximately \$1,410,000.

2.4 Grant/Federal Funding

Not applicable for this project.

2.5 Proposal Security/Bid Bond

A Proposal Security shall not be required for this project.

2.6 Payment and Performance Bonds

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



SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking statements of qualifications from qualified firms, hereinafter referred to as the Consultant, to provide engineering design and related services for the construction of 208th Avenue from Pines Boulevard to Pembroke Road, as presented in its 5-Year Capital Improvement Plan (CIP), in accordance with the terms, conditions, and specifications contained in this solicitation.

Section 5.08 of the City Charter requires that each year the City Manager prepare and submit to the City Commission, as part of the budget package, a Capital Improvement Plan (CIP) for the 5-year period following the new budget year. The CIP is a planning document and does not authorize or fund any projects. However, all projects are reviewed by the City Manager, Assistant City Manager, and Finance Director during the CIP preparation process. The CIP includes both capital outlay and capital projects. Capital outlay refers to purchases of long-term assets costing \$10,000 or more with a useful life over one year. Capital projects are specific large-scale initiatives that involve planning, funding, and managing capital improvements or infrastructure work.

The proposed project involves the design and construction of a cost-effective two-lane roadway along 208th Avenue, within an area that is partially developed and constrained by existing infrastructure and multiple ownership jurisdictions. Portions of the corridor near the Waste Management facility are already constructed, while other segments require new development, including a critical bypass or bridge solution adjacent to the Pembroke Pines Fire Training Facility. The project must also address canal modifications to support roadway alignment and drainage, as well as coordinate with property owners such as the Walden Lake Homeowners' Association and the South Florida Water Management District (SFWMD) to secure necessary easements and approvals.

This solicitation is being conducted in accordance with the Consultants' Competitive Negotiation Act (CCNA), Florida Statutes 287.055. Due to the anticipated construction value of individual projects, the City will not be utilizing its continuing contracts for these services.

3.2 Background

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

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



esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

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

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



SECTION 4 - SCOPE OF WORK

The Professional Engineering Firm (Consultant) shall provide engineering, design, and related services using the traditional Design-Bid-Build format. The Consultant shall act as the Engineer of Record (EOR) for design and construction. The Consultant shall prepare and obtain all necessary permits associated with this project, provide bidding assistance, and engineering services during the construction phase. The Consultant shall conduct coordination meetings with the City and other Consultants throughout the course of this project including the planning, design, and construction phases.

4.1 Purpose

The proposed project involves the design and construction of a cost-effective two-lane roadway along 208th Avenue, within an area that is partially developed and constrained by existing infrastructure and multiple ownership jurisdictions. Portions of the corridor near the Waste Management facility are already constructed, while other segments require new development, including a critical bypass or bridge solution adjacent to the Pembroke Pines Fire Training Facility. The project must also address canal modifications to support roadway alignment and drainage, as well as coordinate with property owners such as the Walden Lake Homeowners' Association and the South Florida Water Management District (SFWMD) to secure necessary easements and approvals.

4.2 Existing Conditions & Key Objectives

The 208th Avenue corridor runs through a partially developed area where roadway improvements are incomplete, with some segments already in place near the Waste Management facility and others still requiring construction. The alignment must navigate existing site constraints, particularly near the Pembroke Pines Fire Training Facility, where a continuous connection will depend on implementing a bridge or alternate bypass solution. The project area also spans multiple ownership boundaries, including land controlled by the Walden Lake Homeowners' Association and the South Florida Water Management District, which introduces additional coordination requirements for access and approvals. Overall, the effort focuses on closing gaps in the roadway while addressing physical constraints and jurisdictional considerations.

4.3 Scope of Work

The Consultant shall evaluate and develop the most cost-effective approach for constructing the 208th Avenue roadway improvements, including the design of a bypass adjacent to the fire training facility and associated canal modifications and drainage improvements necessary to support the roadway design. The Consultant shall also coordinate with multiple property owners and agencies to secure required easements and support project implementation and construction.

A. Project Management & Coordination

- The Consultant shall conduct meetings and workshops with the City to determine project scope details and initiate the design process.
- The Consultant shall coordinate with City staff, stakeholders, and applicable agencies throughout all phases of the project.



- The Consultant shall assess existing site conditions and land-use constraints, and assist the City in securing all necessary access rights and/or easements required for roadway construction.

B. Design Phase Services

- The Consultant shall develop and submit 30% schematic design drawings, along with a schematic Engineer's Opinion of Probable Cost (EOPC).
- Based on City Staff feedback, the Consultant shall advance the design and submit 60% plans and technical specifications, including an updated EOPC.
- Based on City Staff feedback, the Consultant shall advance the design and submit 90% plans and technical specifications, including an updated EOPC.
- The Consultant shall prepare and submit 100% complete Construction Documents, including final plans, specifications, and a final EOPC.
- Design phases will be deemed complete upon City's review and approval.

C. Permitting Services

- The Consultant shall identify, prepare, and obtain all required permits and approvals from applicable regulatory agencies.

D. Bidding Assistance

- The Consultant shall provide support to the City during the bidding phase, including responding to bidder inquiries and assisting with addenda preparation, as required.

E. Construction Phase Services

The Consultant shall provide post-design and construction phase services, including, but not limited to:

- Assisting and supporting City Staff a project pre-construction kick-off meeting.
- Reviewing and coordinating the Contractor's Critical Path Method (CPM) construction schedule and monthly updates.
- Assisting and supporting City Staff and documenting regular construction progress meetings.
- Maintaining records of all meetings, including follow-up task lists and responsible parties.
- Managing and maintaining construction logs and documentation.
- Reviewing and processing shop drawings, samples, mock-ups, and similar submittals.
- Coordinating and observing required testing and engineering inspections during construction.
- Reviewing and processing contractor pay applications for City's review and approval.
- Reviewing and managing interim and final as-built documents.
- Coordinating responses to Requests for Information (RFIs).
- Evaluating and preparing responses to change order requests for City's review and approval.



- Provide revisions to the Contract Documents as necessary to support construction and project completion per direction from City Staff.
- Conducting and documenting construction observations.
- Preparing final certifications.
- Reviewing and transmitting final as-built documents and operation and maintenance manuals to the City.



SECTION 5 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, July 7, 2026**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

1 CONFIRMATION TO BIND

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

Please confirm

*Response required

2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE

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

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

Please confirm

*Response required

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

Yes

No



*Response required

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

Yes

No

*Response required

When equals "Yes"

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

*Response required

When equals "No"

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

Documentation should show that:

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

*Response required

When equals "No"

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

Yes

No

*Response required

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

Yes

No

*Response required

When equals "Yes"

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

*Response required



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

Yes

No

*Response required

When equals "Yes"

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

Yes

No

*Response required

3 PRIMARY LOCATION & SINGLE POINT OF CONTACT

3.1 Identify the firm's, single point of contact that is a professionally licensed Engineer for this project. *

*Response required

3.2 Identify the primary location of firm in which the work will be completed in.*

*Response required

4 EXPERIENCE AND CAPABILITIES

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.

4.1 Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.*

*Response required

4.2 Describe the size of your firm.*

*Response required

4.3 Describe your firm's financial history, strength and stability.*

*Response required

4.4 Describe your firm's range of activities.*

*Response required

4.5 Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.*

*Response required



- 4.6 Do you have a minimum of ten (10) years of experience? Please provide proof of such experience.*
*Response required
- 4.7 The firm must provide information on their proximity to and familiarity with the area in which the project is located.*
*Response required
- 4.8 Explain the availability and access to the firm's top level management personnel.*
*Response required
- 4.9 List any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members, which are not already listed on Standard Form 330.*
*Response required
- 4.10 What similar or related projects have you worked on within the past three years and what challenges did you face and how did you overcome them?*
- 4.11 What is your reputation compared to your peers in the market?*
- 4.12 What is your reputation like among customers and how have you developed it?*
- 4.13 How does your service differ from similar competitors? How do you win and retain business?*
- 4.14 A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.*
*Response required

5 FIRM'S UNDERSTANDING AND APPROACH TO THE WORK

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.

- 5.1 Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.*
*Response required
- 5.2 Please clearly describe all aspects of the project proposed.*
*Response required
- 5.3 Include details of your approach and work plans.*
*Response required



5.4 How would you organize this project in terms of milestones?*

*Response required

5.5 Identify any issues or concerns of significance that may be appropriate.*

*Response required

5.6 How do you ensure the quality of your services?*

*Response required

5.7 What criteria do you use to measure your quality?*

*Response required

5.8 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?*

*Response required

5.9 Describe the firm’s techniques for quality control. At a minimum describe the firm’s technique to control design and contract documentation, including record keeping.*

*Response required

6 WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

Please explain your firm’s approach in meeting “project specific” time and budget requirements and indicate whether CONSULTANT is committed to meet these requirements:

Project:	208th Ave Roadway Improvements
Estimated Project Design Start Date:	Fall 2026
Estimated Project Construction Completion Date:	Fall 2030
Estimated Professional Cost:	\$1,410,000
Estimated Construction Cost:	\$7,990,000

Please note that during this portion of the process, the City is NOT asking for the firms to submit pricing. After the evaluation committee has selected the firms in order of preference, the City shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the next most qualified firm.

Budget: Staff estimates the related Capital Improvement Project will total \$9,400,000; this solicitation is exclusively for a consultant to provide engineering design and professional engineering services during the construction phase. The estimated professional cost for design services is \$1,410,000.

Timeline: The estimated timeline for the design services is 18 months, with an estimated start date of Fall 2026 and estimated completion date of Fall 2030.



- 6.1 In general, please explain your firm’s approach in meeting “project specific” budget requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.*
*Response required
- 6.2 Please advise if your firm is willing to meet the stated budget requirements.*
*Response required
- 6.3 What percentage of your completed projects have had cost overruns?**Response required
- 6.4 Tell me about a time when you went over budget and how you handled the situation?**Response required
- 6.5 What cost-saving measures do you implement at your firm?**Response required
- 6.6 Who will be in charge of maintaining the budget on projects and how many accounts is this person assigned to at a given time?**Response required
- 6.7 In general, please explain your firm’s approach in meeting “project specific” time requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.*
*Response required
- 6.8 Please advise if your firm is willing to meet the stated time requirements.*
*Response required
- 6.9 What is the average turnaround time for a project that is similar to the one(s) identified in this solicitation?**Response required
- 6.10 What is your average on-time completion rate?**Response required
- 6.11 How many projects does your firm typically take on at a given time?**Response required
- 6.12 Tell me about a time when the project timeline was delayed and how did you handle the situation?**Response required
- 6.13 Describe the firm’s design and construction management methods and techniques. Include details on firm’s ability to make decisions and facilitate resolution of disputes.*
*Response required
- 6.14 Describe the firm’s knowledge and experience with scheduling.*
*Response required

7 RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE FIRMS



Please provide any information regarding your firm's recent, current, and projected workloads for the Evaluation Committee to review.

7.1 Recent Workload: Describe your recent workload.*

*Response required

7.2 Current Workload: Describe your current workload.*

*Response required

7.3 Projected Workload: Describe your projected workload.*

*Response required

8 REFERENCE # 1

The minimum experience for this project is **five (5) years**. Provide specific examples of similar experience conducting licensed work of equal or similar scope of work, preferably delivered by the proposed team members. A **minimum of 3** references should be from the last **five years** and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including their contact details and specific project information.

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

Proposers are advised to confirm that:

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

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.

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

*Response required

8.2 Reference Contact Information - Reference's Business Address*

*Response required



- 8.3 Reference Contact Information - Reference's Contact Name & Title*
*Response required
- 8.4 Reference Contact Information - Reference's E-mail Address*
*Response required
- 8.5 Reference Contact Information - Reference's Phone Number*
*Response required
- 8.6 Project Information - Was your firm the prime contractor for the listed project?*
- Yes
- No
- *Response required
- 8.7 Project Information - Name of Contactor Performing the Work*
*Response required
- 8.8 Project Information - Name and location of the project*
*Response required
- 8.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for*
*Response required
- 8.10 Project Information - Project Duration*
*Response required
- 8.11 Project Information - Completion (Anticipated) Date*
*Response required
- 8.12 Project Information - Size of Project*
*Response required
- 8.13 Project Information - Cost of Project*
*Response required
- 9 REFERENCE # 2**
- 9.1 Reference Contact Information - Name of Firm, City, County or Agency*
*Response required
- 9.2 Reference Contact Information - Reference's Business Address*
*Response required
- 9.3 Reference Contact Information - Reference's Contact Name & Title*
*Response required
- 9.4 Reference Contact Information - Reference's E-mail Address*
*Response required



9.5 Reference Contact Information - Reference's Phone Number*

*Response required

9.6 Project Information - Was your firm the prime contractor for the listed project?*

Yes

No

*Response required

9.7 Project Information - Name of Contactor Performing the Work*

*Response required

9.8 Project Information - Name and location of the project*

*Response required

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

*Response required

9.10 Project Information - Project Duration*

*Response required

9.11 Project Information - Completion (Anticipated) Date*

*Response required

9.12 Project Information - Size of Project*

*Response required

9.13 Project Information - Cost of Project*

*Response required

10 REFERENCE # 3

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

*Response required

10.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

10.4 Reference Contact Information - Reference's E-mail Address*

*Response required

10.5 Reference Contact Information - Reference's Phone Number*

*Response required

10.6 Project Information - Was your firm the prime contractor for the listed project?*

Yes

No



*Response required

10.7 Project Information - Name of Contactor Performing the Work*

*Response required

10.8 Project Information - Name and location of the project*

*Response required

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

*Response required

10.10 Project Information - Project Duration*

*Response required

10.11 Project Information - Completion (Anticipated) Date*

*Response required

10.12 Project Information - Size of Project*

*Response required

10.13 Project Information - Cost of Project*

*Response required

11 REFERENCE # 4

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

11.2 Reference Contact Information - Reference's Business Address

11.3 Reference Contact Information - Reference's Contact Name & Title

11.4 Reference Contact Information - Reference's E-mail Address

11.5 Reference Contact Information - Reference's Phone Number

11.6 Project Information - Was your firm the prime contractor for the listed project?

Yes

No

11.7 Project Information - Name of Contactor Performing the Work

11.8 Project Information - Name and location of the project

11.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for

11.10 Project Information - Project Duration

11.11 Project Information - Completion (Anticipated) Date

11.12 Project Information - Size of Project

11.13 Project Information - Cost of Project

12 REFERENCE # 5



- 12.1 Reference Contact Information - Name of Firm, City, County or Agency
- 12.2 Reference Contact Information - Reference's Business Address
- 12.3 Reference Contact Information - Reference's Contact Name & Title
- 12.4 Reference Contact Information - Reference's E-mail Address
- 12.5 Reference Contact Information - Reference's Phone Number
- 12.6 Project Information - Was your firm the prime contractor for the listed project?
- Yes
- No
- 12.7 Project Information - Name of Contactor Performing the Work
- 12.8 Project Information - Name and location of the project
- 12.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 12.10 Project Information - Project Duration
- 12.11 Project Information - Completion (Anticipated) Date
- 12.12 Project Information - Size of Project
- 12.13 Project Information - Cost of Project

13 PROJECT DOCUMENTS

- 13.1 STANDARD FORM 330 (PARTS I and II)*
- Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.
- [Standard Form 330.pdf](#)

*Response required

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

*Response required

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

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

*Response required

- 14.2 Public Entity Crimes Status*
- Which option did you select on the Sworn Statement on Public Entity Crimes Form:



- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B1) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- B2) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- B3) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

*Response required

14.3 Did you select option B1 or B2 above?*

- Yes
- No



*Response required

When equals "Yes"

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

*Response required

14.4 Did you select option B3 above?*

Yes

No

*Response required

When equals "Yes"

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

*Response required

15 DRUG-FREE WORKPLACE CERTIFICATION

15.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION*

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

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

*Response required

15.2 Drug-Free Status*

Complies fully.

Does not comply.

*Response required

16 STANDARD DOCUMENTS

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

16.1 NON-COLLUSIVE AFFIDAVIT*

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

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

*Response required



16.2 SCRUTINIZED COMPANY CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- [Scrutinized Company Certifi...](#)

*Response required

16.3 E-VERIFY SYSTEM CERTIFICATION*

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

*Response required

16.4 HUMAN TRAFFICKING AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- [Human Trafficking Affidavit...](#)

*Response required

17 VENDOR REGISTRATION

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

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



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

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

Yes

No

*Response required

When equals "Yes"

17.1.1 What is your Vendor Number?*

*Response required

17.2 VENDOR INFORMATION FORM*

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

- [Vendor Information Form.pdf](#)

*Response required

17.3 FORM W-9 (REVISED MARCH 2024)*

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

- [Form_W-9_\(Rev_March_2024\).pdf](#)

*Response required

18 OPTIONAL DOCUMENTATION

18.1 TRADE SECRETS

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



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

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

18.2 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.

18.3 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.

19 VENDOR CLASSIFICATION

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

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

1. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;
 2. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.
- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

Yes

No



*Response required

When equals "Yes"

19.1.1 Please indicate your Local Vendor Status*

Local Pembroke Pines Vendor (LPPV)

Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

19.1.2 Local Vendor Preference Certification*

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

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

*Response required

When equals "Yes"

19.1.3 Local Business Tax Receipts*

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

*Response required

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

- 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 preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

Yes

No

*Response required

When equals "Yes"



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

When equals "Yes"

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

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

Yes

No

*Response required

When equals "Yes"

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

Select all that apply

African-American MBE

Asian-American MBE

Hispanic-American MBE

Native-American MBE

Other option not listed above

*Response required

When equals "Yes"

19.3.2 MBE Certification Documentation*

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

2. Note for CCNA Projects: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity ("OSD"). Please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity ("OSD").

*Response required

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

Yes

No



*Response required

When equals "Yes"

19.4.1 WMBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

19.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

19.6.1 SBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"



19.7.1 CBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

19.8.1 DBE Certification Documentation*

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

19.9.1 Other Vendor Classification Certification Documentation*

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

*Response required



SECTION 6 - EVALUATION & SELECTION PROCESS

A. Phase 1 - Qualifying Firms

1. Staff will evaluate all responsive qualification statements received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. As such, the submittals should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.
2. 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 submittals based on the criteria outlined in this solicitation.
3. The Evaluation Committee shall have the option to short-list the qualified firms to **no less than three firms**. In addition, the Evaluation Committee **shall conduct discussions** and may require presentations from each of the short-listed firms regarding their:
 - a. **Qualifications;**
 - b. **Approach to the project; and**
 - c. **Ability to furnish the required services.**
4. 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.

B. Phase 2 - Selecting the Most Highly Qualified Firms

1. The Evaluation Committee shall select in order of preference **no fewer than three firms** deemed to be the most highly qualified to perform the required services based on the criteria outlined in this solicitation.

C. Tie-Breaker for the Aggregate Score Sheets

1. **Volume of Work Previously Awarded** - In the event a score results in a tie, the ranking for the tied vendors will be broken based on the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms, as outlined in Florida Statute 287.055(4)(b).
2. **Drug-Free Workplace** - In the event the score still results in a tie, the ranking for the tied vendors will be broken by giving preference to a business that certifies that it has



implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form, as outlined in Florida Statute 287.087.

3. **Drawing Lots** - In the event the score still results in a tie, the ranking for the tied vendors will be broken by publicly drawing lots, as outlined in Chapter 35 of the City's Code of Ordinances.

D. Recommendation for Award

1. The Evaluation Committee will make a recommendation to the City Commission for award of contract and approval for the City Manager to negotiate a contract with the most qualified firm. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.
2. The City may request, accept and consider proposals for the compensation to be paid under the contract **only** during competitive negotiations.

E. Competitive Negotiation

1. In accordance with Florida Statute 287.055(5) "Competitive Negotiation," the City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such determination, the City's Administrative Staff shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract **over \$195,000** (*the threshold amount provided in s. 287.017 for CATEGORY FOUR*), the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.
2. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm,



the City’s Administrative Staff must terminate negotiations. The City’s Administrative Staff shall then undertake negotiations with the third most qualified firm.

3. Should the City’s Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City’s Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

F. Prohibition Against Contingent Fees

1. In accordance with Florida Statute 287.055(6) “Prohibition against Contingent Fees,” each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows:
 - a. “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”
2. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Evaluation Committee - Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)														
1.	<p>Adequacy of Personnel / Ability of Professional Personnel</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 <i>(25% of Total)</i>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											



2.	<p>Past Record / Past Performance</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="292 346 990 535"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 (25% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
3.	<p>Capabilities</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="292 682 990 871"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 (25% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
4.	<p>Experience (of the firm or individual)</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="292 1018 990 1207"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 (25% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											

Evaluation Committee - Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)														
1.	<p>Adequacy of Personnel / Ability of Professional Personnel</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="292 1480 990 1669"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 (25% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											



<p>2.</p>	<p>Past Record / Past Performance</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="293 352 987 537"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	<p>0-5 Points</p>	<p>25 <i>(25% of Total)</i></p>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
<p>3.</p>	<p>Firm's Understanding and Approach to the Work</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="293 688 987 873"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	<p>0-5 Points</p>	<p>32.5 <i>(32.5% of Total)</i></p>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
<p>4.</p>	<p>Willingness to meet time and budget requirements</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="293 1031 987 1215"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	<p>0-5 Points</p>	<p>5 <i>(5% of Total)</i></p>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
<p>5.</p>	<p>Recent, current, and projected workloads of the firms</p> <p>The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria:</p> <table border="1" data-bbox="293 1373 987 1558"> <tr> <td>Quality Level:</td> <td>Deficient</td> <td>Poor</td> <td>Fair</td> <td>Good</td> <td>Very Good</td> <td>Excellent</td> </tr> <tr> <td>Quality Score:</td> <td>0</td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> </table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	<p>0-5 Points</p>	<p>5 <i>(5% of Total)</i></p>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											

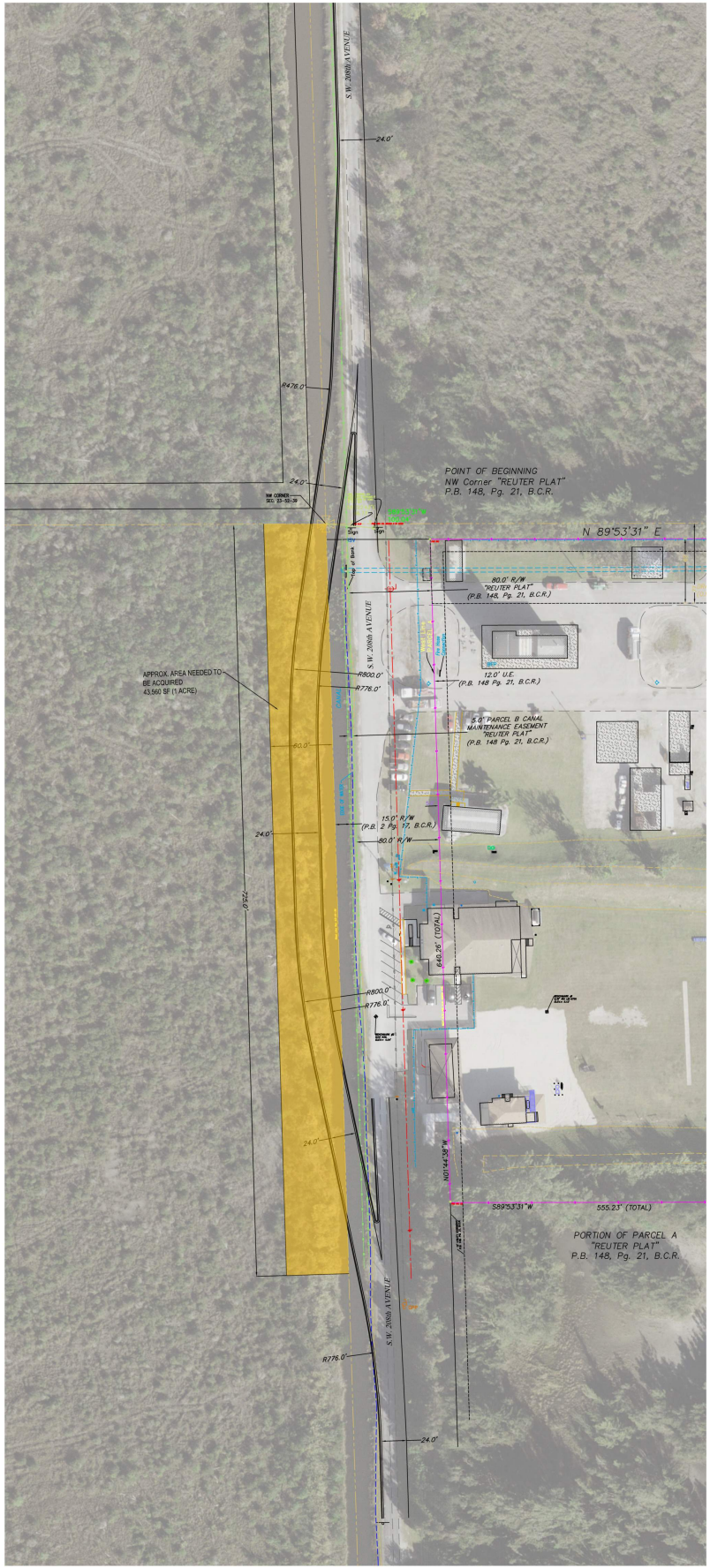


6.	<p>Location</p> <p>The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the Location criteria.</p> <p>The Location submitted by each proposer will be entered into Google Maps and the <u>shortest distance, in miles (not minutes)</u>, shown on Google Maps from the proposer’s location to the City’s address of City Hall, 601 City Center Way, Pembroke Pines, FL 33025 will be used to determine the Shortest Distance from of the proposer’s location.</p> <p>Then the Shortest Overall Distance will be divided by Proposer “X” Shortest Distance times the Maximum Available Points for the Pricing Criteria = Proposer “X” Location Score.</p> <p><i>Example: If the Maximum Points Available for the "Location" criteria is 5 points, the scores would be calculated as follows, based on the sample data for the five firms listed below:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Firm</th> <th style="width: 20%;">Shortest Distance</th> <th style="width: 40%;">Calculation</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>11.70 miles</td> <td>11.70/11.70 x 5 points</td> <td>5.00</td> </tr> <tr> <td>B</td> <td>12.70 miles</td> <td>11.70/12.70 x 5 points</td> <td>4.61</td> </tr> <tr> <td>C</td> <td>14.10 miles</td> <td>11.70/14.10 x 5 points</td> <td>4.15</td> </tr> <tr> <td>D</td> <td>18.20 miles</td> <td>11.70/18.20 x 5 points</td> <td>3.21</td> </tr> <tr> <td>E</td> <td>21.20 miles</td> <td>11.70/21.20 x 5 points</td> <td>2.76</td> </tr> </tbody> </table> <p><i>Note - Firm "A" had the shortest overall distance of 11.70 miles when compared to all of the firms.</i></p>	Firm	Shortest Distance	Calculation	Points	A	11.70 miles	11.70/11.70 x 5 points	5.00	B	12.70 miles	11.70/12.70 x 5 points	4.61	C	14.10 miles	11.70/14.10 x 5 points	4.15	D	18.20 miles	11.70/18.20 x 5 points	3.21	E	21.20 miles	11.70/21.20 x 5 points	2.76	Points Based	2.5 (2.5% of Total)
Firm	Shortest Distance	Calculation	Points																								
A	11.70 miles	11.70/11.70 x 5 points	5.00																								
B	12.70 miles	11.70/12.70 x 5 points	4.61																								
C	14.10 miles	11.70/14.10 x 5 points	4.15																								
D	18.20 miles	11.70/18.20 x 5 points	3.21																								
E	21.20 miles	11.70/21.20 x 5 points	2.76																								



<p>7.</p>	<p>Local Vendor Preference/Veteran Owned Small Business Preference</p> <p>Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.</p> <p>Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.</p> <p>Please note that if a business qualifies for both Local Vendor Preference and Veteran-Owned Small Business Preference, only the higher point value will be awarded. Combined points for both preferences will not be granted.</p> <p>All other vendors shall receive zero (0) points.</p>	<p>Points Based</p>	<p>5 <i>(5% of Total)</i></p>
-----------	---	---------------------	-----------------------------------

ATTACHMENT A
SW 208TH AVE - CONCEPT DRAWING





**ENGINEERING DESIGN SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CONTRACTOR/CONSULTANT... NAME (Example)**

THIS AGREEMENT (“Agreement”), dated _____, 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, FL 33025**, hereinafter referred to as "CITY",

and

CONTRACTOR/CONSULTANT... NAME (Example), a **a For Profit Corporation** as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **Contractor Street Address, , City, State Zip Code**, hereinafter referred to as "CONSULTANT". “CITY” and “CONSULTANT” may be collectively referred to herein as “Parties” and individually as “Party”.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT 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 hire a firm to provide **Engineering Design Services** services, as more particularly described in **Exhibit “«Exhibit Letter/Number»”** attached hereto and by this reference made a part hereof, for the said bid entitled:

“”

«Invitation for Bid (“IFB”) #

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



1.3 On _____, the CITY's evaluation committee certified CONSULTANT as qualified to provide the professional services as described in **Exhibit "A"** and selected CONSULTANT as the most highly qualified to perform the required services in accordance with the Consultant's Competitive Negotiation Act ("CCNA"), §287.055, Florida Statutes.

1.4 On _____, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into this Agreement with CONSULTANT to govern the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken in accordance with the CCNA, §287.055, Florida Statutes, and this Agreement incorporates the results of such negotiations.

1.6 The services provided by CONSULTANT pursuant to this Agreement shall comply with the definition of "professional services" in Section 287.055(2)(a), Florida Statutes, as amended from time to time.

1.7

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform the services for «**Service_Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. CONSULTANT agrees to do everything required by this Agreement.

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

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

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one (1) year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.



2.5 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.6 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

2.7 CONSULTANT shall comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances. CONSULTANT shall require that all sub-consultants comply with the applicable provisions of the City of Pembroke Pines Code of Ordinances.

ARTICLE 3

TERM AND TERMINATION

3.1 The services herein required shall commence upon full execution of this Agreement and not later than seven (7) days after the date that CONSULTANT receives CITY's Notice to Proceed. The services shall be completed within **thirty (30) calendar days** from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days of written notice to CONSULTANT for such termination in which event CONSULTANT shall be paid its compensation for services performed before the termination date, including services reasonably related to termination.

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

3.4 In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.



ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice CITY for services performed and properly invoiced in accordance with this Agreement. The total compensation amount paid to CONSULTANT for the services herein required shall not exceed _____ **DOLLARS AND _____ CENTS (0.00)**.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice, which invoice must include the total shown to be due. Invoices submitted to the CITY shall include information such as, but not limited to, the date(s) of service, staff classification, the amount of time spent, a description of the service(s), and any other information reasonably required by CITY.

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. The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONSULTANT the amount approved by the City Engineer or his or her assignees. Payment will be made to CONSULTANT at:

«Vendor_Name»
Attn: «Vendor_Contact_Title»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

4.4 **Contingency or Allowance.** Any contingency or allowance amount provided for herein authorizes the CITY to execute change orders up to the amount of the contingency or allowance without the need to obtain additional Commission approval. In addition, CITY shall utilize the contingency or allowance to reimburse CONSULTANT for the related permit, license, impact or inspection fees. Payments will be made to CONSULTANT based on the actual cost of permits upon submission of paid permit receipts. It is hereby understood and agreed that the CONSULTANT shall not expend any dollars in connection with the contingency or allowance without the expressed prior written approval of the CITY's authorized representative. Any contingency or allowance funds that have not been utilized at the end of the project will remain with the CITY, the CONSULTANT shall only be paid for the proposed project cost as approved by the City Commission along with any contingency or allowance expenses that were approved by the CITY's authorized representative. If the permit fees exceed the contingency or allowance CITY will reimburse the CONSULTANT the actual amount of the permit fees required for project completion.

ARTICLE 5
CHANGES TO SCOPE OF SERVICES AND ADDITIONAL SERVICES

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"** to be provided under this Agreement as described in Article 2. These changes may affect the monthly compensation accordingly. Such



changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra services.

5.2 In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 The CONSULTANT shall indemnify and hold harmless the CITY, its officers and employees, from 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 arising out of, relating to or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONSULTANT, and other persons employed or utilized by CONSULTANT during performance of this Agreement. The CONSULTANT 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 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.

6.3 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 CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT 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 CONSULTANT AND ALL SUBCONSULTANTS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONSULTANT 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 SUBCONSULTANT be allowed to commence work under this AGREEMENT until the SUBCONSULTANT complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke



Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONSULTANT 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 CONSULTANT shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT 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. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000

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



coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **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 CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT 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 CONSULTANT. Coverage for the CONSULTANT 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 CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption for CITY to exempt CONSULTANT.

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 CONSULTANT 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 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.

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: CONSULTANT'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 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

- * 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 CONSULTANT is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.



Yes No

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

Yes No

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

Yes No

- * 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first 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 CONSULTANT and subcontractors of the project. The CONSULTANT 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 CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT 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 CONSULTANT 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

 x 7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the CITY.

7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.

7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.

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

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

7.8 Any and all insurance required of the CONSULTANT 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 CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT 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 CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT 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. CONSULTANT 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. CONSULTANT 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. CONSULTANT further agrees that it 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 CONSULTANT 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT 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 CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, 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

Neither CITY nor CONSULTANT 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. 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 claims or actions arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13

SIGNATORY AUTHORITY

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

ARTICLE 14

DEFAULT OF CONTRACT & REMEDIES

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

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

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONSULTANT for which CITY may terminate for cause:

14.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Recreation and Cultural Arts Director relative thereto.

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



CONSULTANT commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONSULTANT or any other Party in a manner not expressly permitted hereunder.

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

14.4 **Remedies in Default.** In case of breach of this Agreement by CONSULTANT, CITY shall notify CONSULTANT, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONSULTANT to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONSULTANT of such declaration of default and terminate the Agreement.

14.4.1 Upon such declaration of default, all payments remaining due CONSULTANT at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONSULTANT.

14.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or letting a contract for the same, and procure services necessary for the completion of the Agreement, and charge the cost of same to CONSULTANT with the costs incident thereto to such default.

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

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within seven (7) calendar days of the receipt by CONSULTANT of such notice from CITY.



ARTICLE 15 **BANKRUPTCY**

It is agreed that if CONSULTANT 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 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONSULTANT 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 17 **PUBLIC RECORDS**

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

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

17.1.2 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;

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

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.



17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

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

**ARTICLE 18
SCRUTINIZED COMPANIES**

18.1 CONSULTANT, 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:

18.1.1 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

18.1.2 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:

18.1.2.1 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

18.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 19
EMPLOYMENT ELIGIBILITY**

19.1 **E-Verify.** CONSULTANT 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.

19.1.1 **Definitions for this Section.**

19.1.1.1 “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.

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

19.1.1.3 “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.

19.1.1.4 “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.

19.2 **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:

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

19.2.2 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

19.2.3 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 24
EQUAL BENEFITS FOR EMPLOYEES

24.1 CONSULTANT 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)**:

- CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONSULTANT will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONSULTANT 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 one box below)**:
 - Counter Party---} does not provide benefits to employees' spouses in traditional marriages; or
 - CONSULTANT provides an employee the cash equivalent of benefits because CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONSULTANT 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
 - CONSULTANT 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
 - CONSULTANT is a governmental agency.

24.2 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.

24.3 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's records pertaining to its benefits policies and its employment policies and practices.

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

24.5 By executing this Agreement, CONSULTANT 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 25

MISCELLANEOUS

25.1 **Ownership of Documents.** Reports, surveys, plans, 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. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

25.2 **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.

25.3 **Records.** CONSULTANT 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 CONSULTANT 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.



25.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT 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.

25.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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.

25.6 **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, CONSULTANT 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 th 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
----------	---



CONSULTANT **Primary Contact Name, Primary Contact Title**
CONTRACTOR/CONSULTANT... NAME (Example)
Contractor Street Address,
City, State Zip Code
E-mail: e-mail@emailaddress.com
Telephone No: (000) 000-0000
Cell phone No: (000) 000-0000
Facsimile No:

25.7 **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.

25.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

25.9 **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.

25.10 **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.

25.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement, **Exhibit “A”**, and **Exhibit “B”**, this Agreement shall govern, then **Exhibit “A”**, and then **Exhibit “B”**.

25.12 **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.

25.13 **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.

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

25.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically



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

25.16 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

25.17 **No Third Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

25.18 **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

25.19 **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this Agreement, the COLLEGE represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

25.20 **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.



25.21 **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

25.22 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, ARE SATISFIED.

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

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

25.25 **Compliance with Foreign Entity Laws.** CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 25.25.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 25.25.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 25.25.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);



- 25.25.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 25.25.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 25.25.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**

SPECIMEN



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: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

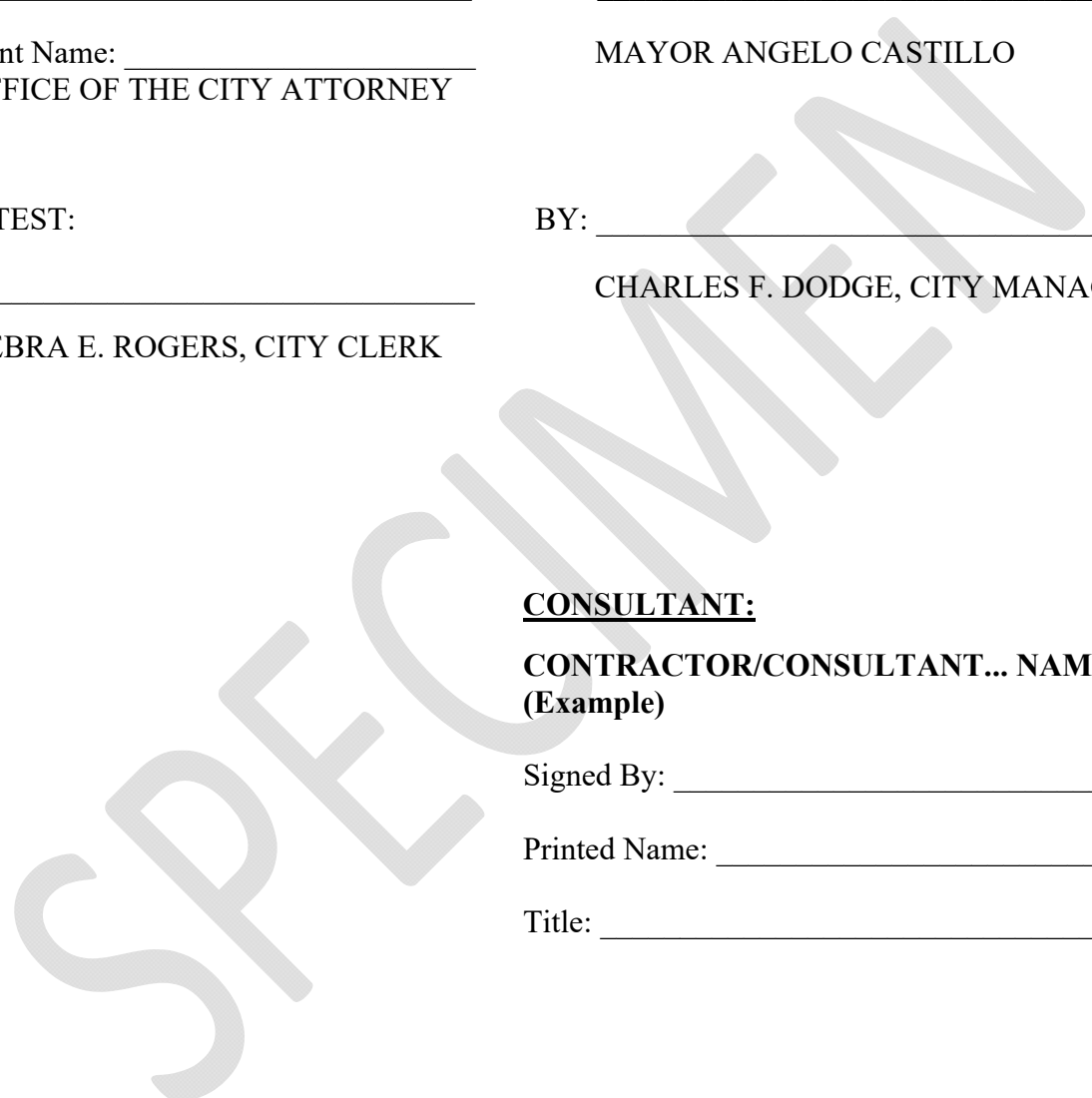
CONSULTANT:

**CONTRACTOR/CONSULTANT... NAME
(Example)**

Signed By: _____

Printed Name: _____

Title: _____





AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: _____

ENTITY: **CONTRACTOR/CONSULTANT... NAME (Example)**

SIGNED BY: _____

NAME: _____

TITLE: _____

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

COVERAGES

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

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

Certificate must contain wording similar to what appears below

"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