



JANITORIAL SERVICES FOR SENIOR CENTER AND RENTAL HOUSING FACILITIES

INVITATION FOR BID # CS-26-02

Issuance of Solicitation: Tuesday, June 23, 2026

Questions Due Date: Sunday, July 12, 2026

Bid Submission Deadline: Tuesday, July 28, 2026

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

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Attachments:

A - Location Drawings

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SECTION 1 - NOTICE

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

IFB # CS-26-02

Janitorial Services for Senior Center and Rental Housing Facilities

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 28, 2026, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/253714>.

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 Project Timeline

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

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	June 23, 2026
Pre-Bid Meeting (Mandatory):	<p>June 29, 2026, 10:00am</p> <p>We will be visiting the locations in the following order:</p> <ol style="list-style-type: none"> 1. 8103 S. Palm Dr, Pembroke Pines, FL 33025 2. 8203 S. Palm Dr, Pembroke Pines, FL 33025 3. 8210 Florida Dr, Pembroke Pines, FL 33025 4. 301 N.W. 103 Ave, Pembroke Pines, FL 33026 5. 401 N.W. 103 Ave, Pembroke Pines, FL 33026 6. 501 NW 103 Ave, Pembroke Pines, FL 33026 7. 601 N.W. 103 Ave, Pembroke Pines, FL 33026
Question Due Date:	July 12, 2026, 11:00pm
Issuance of Final Answers to Questions:	July 16, 2026
Bid Submission Deadline:	July 28, 2026, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.

2.3 Mandatory Pre-Bid Meeting/Site Visit

There will be a **MANDATORY** scheduled pre-bid meeting on **Monday, June 29, 2026 at 10:00 am**. Meeting location will be at the following locations:

We will be visiting the locations in the following order: 1. 8103 S. Palm Dr, Pembroke Pines, FL 33025 2. 8203 S. Palm Dr, Pembroke Pines, FL 33025 3. 8210 Florida Dr, Pembroke Pines,



FL 33025 4. 301 N.W. 103 Ave, Pembroke Pines, FL 33026 5. 401 N.W. 103 Ave, Pembroke Pines, FL 33026 6. 501 NW 103 Ave, Pembroke Pines, FL 33026 7. 601 N.W. 103 Ave, Pembroke Pines, FL 33026

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

2.4 Follow-Up Pre-Bid Meeting(s)

Follow-Up Meetings: In the event that a **Contractor** cannot attend the scheduled pre-bid meeting, or if a **Contractor** would like a follow up visit to the site, they may request a site visit by contacting **Jamie Chen** at **(954) 518-9061**. We urge all **Contractors** to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, **Contractors** are urged to make these requests as early as possible.

2.5 Estimated Project Cost

Staff estimates this project to cost approximately \$364,000 annually.

2.6 Grant/Federal Funding

Not applicable for this project.

2.7 Proposal Security/Bid Bond

A Proposal Security shall not be required for this project.

2.8 Payment and Performance Bonds

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

SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide janitorial services for the Senior Center and Rental Housing Facilities, in accordance with the terms, conditions, and specifications contained in this solicitation.

The locations are as follows:

- Pines Place Housing
- Pines Point Housing / 501 Management Office
- Carl Shechter Southwest Focal Point Community Center

3.2 Background

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

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

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

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



SECTION 4 - SCOPE OF WORK

4.1 General Specifications

1. All labor, supervision, equipment and material required to ensure the proper performance of this work at all locations, unless otherwise specified, shall be furnished by the successful bidder.
2. Due to the type of operations and activities in the different facilities, the hours of normal operation of the janitorial service will be set for the convenience of the Community Services Department.
3. In the event that some scheduled activity in the Carl Shechter Southwest Focal Point Community Center interferes with the normal scheduled cleaning, it will be arranged to complete cleaning after such activity is over.
4. During the hours of the Carl Shechter Southwest Focal Point Community Center operation, the successful bidder shall always have one (1) staff member on site assigned to attend to any and all janitorial requirements of this type of facility on an 8 hour per day schedule. This is in addition to the staff members required to meet the total janitorial requirements after normal hours of operation.
5. The successful bidder and its employees will report hazardous conditions and items in need of repair including burned-out lights, leaky faucets, toilet stoppages, etc.
6. The contractor shall comply with the City of Pembroke Pines procedures and requirements regarding sanitary techniques and safety. In addition, the contractor shall comply with OSHA Act # 1910.1030 regarding worker exposures to blood borne pathogens along with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
7. When necessary to change clothing, employees of the successful bidder shall be required to change in predetermined areas. All employees shall also eat their lunches in designated locations. Successful bidder shall be responsible for ensuring that employees do not disturb papers on desks, open desks, drawers, cabinets, or use the telephones, which are provided strictly for the use of the employees.
8. The City shall have the right to require the contractor to remove from assignment to its facilities such employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interests of the City of Pembroke Pines. Selected contractor must comply with all applicable labor/employment laws and regulations.
9. Upon contract award, contractor is required to perform an initial cleaning to bring the location into contract compliance in accordance with the specifications. This cleaning must be performed within 30 days of start of service and satisfactory completion must be approved by the Community Services/Housing Director. Deficiencies identified by the City shall be corrected within 24 hours. Repeated deficiencies may result in service credits or termination.



10. Employees must be able to speak basic conversational English.

11. There shall be no use of tobacco products, drugs, alcohol or other items of this nature anywhere on the premises or within 1,000 feet of the property.

12. City has provided maps for reference only. Contractor is responsible for all measurements of the facility.

13. Janitorial services for the Pines Point and Pines Place Housing Facilities shall be provided seven (7) days per week.

From Monday through Friday, during regular hours of operation, the successful bidder shall ensure continuous on-site staffing for a daily eight (8) hour shift. Staffing shall consist of:

- One (1) staff member assigned to Pines Point; and
- One (1) staff member assigned to each building at Pines Place, for a total of three (3) staff members (one per building). Each staff member shall be responsible for handling all janitorial requirements for their individually assigned building.

This weekday staffing is in addition to personnel assigned for weekend service. On Saturday and Sunday, janitorial services shall be provided from 8:00 a.m. to 12:00 p.m.

14. All services for the Carl Shechter Southwest Focal Point Community Center shall be provided five (5) days per week. During the hours of the Carl Shechter Southwest Focal Point Community Center operation, the successful bidder shall always have one (1) staff member on site assigned to attend to all janitorial requirements of this type of facility for a daily eight (8) hour shift Monday - Friday: 8:00 AM to 4:00 PM / Daycare: 7:00 AM to 6:00 PM.

This is in addition to the staff members required to meet the total janitorial requirements after normal hours of operation which are weekdays 5:00 PM to 9:00 PM.

Staffing levels identified herein are minimum requirements and shall not relieve the contractor of responsibility to meet all performance standards.

4.2 Areas Covered by this Specification

All Administrative Offices	Lounge Areas
Lobbies / Rotunda	Restrooms
Common Areas	Conference Rooms/Activity Rooms
Main Lobby	Loading Dock Area
Elevator	Restaurant
Elevator Rooms	Rotunda Area
Electrical Rooms	Class Rooms



Offices /Bays	Gym/Exercise Rooms
Trash Rooms	Stage Area/Rear Stage
Stairwells	Card Rooms/ Pool Room
Kitchen	Alzheimer's Center
Corridors	Daycare
File Rooms	Pool Deck & Furniture
Entranceways (interior/exterior)	South Activities/North Activities
Pool Cabana (outdoors)	

4.3 Locations

Pines Place Housing

8103 S. Palm Drive, Pembroke Pines, FL 33025

8203 S. Palm Drive, Pembroke Pines, FL 33025

8210 Florida Drive, Pembroke Pines, FL 33025

Carl Shechter Southwest Focal Point Community Center

301 N.W. 103 Avenue, Pembroke Pines, FL 33026

Pines Point Housing / 501 Management Office

401 N.W. 103 Avenue, Pembroke Pines, FL 33026

501 NW 103 Avenue, Pembroke Pines, FL 33026

601 N.W. 103 Avenue, Pembroke Pines, FL 33026

4.4 Required Services at Pines Place and Pines Point Housing

A. Work to be Performed Daily

1. Vacuum all carpeted areas including lobby, corridors, and offices.
2. Remove visible spots from carpets as needed.
3. Clean and sanitize all restrooms including facilities in the office complex, including tile floors. Re-supply expendable supplies (toilet tissue, hand towels, and soap).



4. Empty all trash receptacles and replace liners.
 5. Clean all common area glass (interior and exterior as accessible), floor to reachable height.
 6. Sweep and damp mop elevators and clean walls and tracks.
 7. Sweep and damp mop all vinyl or ceramic floors.
 8. Sweep and damp mop all trash rooms using an odor control cleaning solution.
 9. Inspect stairwells and remove any trash or debris.
 10. Check exterior of building and remove visible trash and debris.
 11. Spot clean walls for fingerprints or smudges.
 12. Report any needed repairs to proper City authority.
 13. Clean/wipe all mailboxes (exterior surfaces).
 14. Clean trash chute doors (front and back) using odor control germicidal cleaner.
 15. Clean offices and remove trash from office receptacles.
 16. Clean office desktops, file cabinets, and bookcases only when cleared by City staff of all items.
- All work shall be sufficient to maintain a clean and presentable appearance.

B. Work to be Performed Weekly

1. Sweep and damp mop all stairwells. Perform high dusting to remove dust and cobwebs. Damp wipe all stairwell railings.
2. Dust and/or wipe light fixtures in resident corridors.
3. Clean all baseboards in common areas.
4. Clean stainless steel kick plates on resident doors.
5. Clean exterior surfaces of resident doors in common corridors.
6. Spot clean common area furniture to remove visible soil and stains.
7. Dust A/C grilles and surrounding ceiling tiles.

All work shall be sufficient to maintain a clean and presentable appearance.

C. Work to be Performed Monthly

1. Scrub and re-wax all vinyl tile flooring as needed to maintain a uniform appearance and finish.



D. Work to be Performed Quarterly

All work scheduled on a quarterly or longer basis shall be performed only as directed and coordinated with the Housing Department and Community Center management. The contractor must provide an annual service calendar outlining all planned quarterly and/or annual cleaning activities and is required to notify the appropriate department in advance of each scheduled service to allow for tenant and staff communication and site preparation. All such work must be approved and verified through contractor-provided photographic documentation and, when applicable, on-site inspections. Services performed on a quarterly or longer cycle shall not be billed on a monthly basis; instead, billing must be submitted per completed task and must include sufficient proof of completion, including photographs and documented management approval.

The following is a representative list of tasks that may be included in quarterly or longer-term service schedules:

1. Extract carpets in common areas.
2. Clean all electrical switch plates and outlet covers in common areas and offices.
3. Scrub and refinish ceramic tile flooring as needed.
4. Steam or dry clean common area furniture as needed.
5. Strip and wax vinyl tile flooring as needed.

4.5 As Needed Services at Pines Place and Pines Point Housing

Vacant Apartments

Successful bidder will be required to clean carpet and tile in vacant apartments on an as-needed basis. The Community Services Housing Division estimates approximately 300 apartments will require service annually.

The Proposer shall include pricing for the following services per vacant apartment, as needed:

1. Shampoo carpet.
2. Scrub and wax tile flooring.
3. Shampoo carpet and scrub and wax tile flooring.

4.6 Required Services at Carl Shechter Southwest Focal Point Community Center

A. Work to be Performed Daily

1. Contents of all waste receptacles shall be emptied and trash removed to a designated disposal area. Liners shall be replaced as needed.
2. Dust all vertical surfaces with a treated dust cloth and vacuum surfaces as needed to control the accumulation of airborne dust. Furniture polish may be used on wooden furniture when requested.



3. All hard flooring shall be swept with a treated dust mop and damp mopped with a neutral cleaning solution.
4. Clean door glass and non-glass doors to remove dirt and grime.
5. Clean and sanitize drinking fountains.
6. Wipe clean counter and table surfaces when cleared.
7. Spot clean painted wall surfaces as needed.
8. Clean and sanitize sink and counter areas in lunchrooms and kitchens.
9. Wipe down vending machines, microwave ovens, refrigerators, kitchen equipment, and chairs.
10. Vacuum all carpeted areas using commercial-grade equipment suitable for large areas. Edges and corners shall be cleaned using a nozzle or detail vacuum.
11. Spot clean carpet to remove spills and stains as needed.
12. Restrooms:
 - a. Dust partitions, ledges, towel and paper dispensers using treated cloths.
 - b. Clean mirrors, brightwork, and enamel surfaces to a clean, polished condition.
 - c. Clean and disinfect toilet seats on both sides.
 - d. Clean all basins, bowls, and urinals.
 - e. Replenish all towels, tissue, and hand soap.
 - f. Sweep and wet mop floors using disinfectant.
13. Clean crash bars, push plates, wall sconces, and kick plates to remove visible soil and maintain a clean appearance.

B. Work to be Performed Weekly

1. Restrooms:
 - a. Disinfect all toilets, bowls, and urinals using a hospital-grade or phenolic-level disinfectant to remove buildup, stains, and residue.
 - b. Scrub restroom tile floors to remove dirt, buildup, and other soil accumulated during the week.

C. Work to be performed Bi-Weekly

1. Dust all overhead areas in the rotunda section.
2. Vacuum all upholstered furniture.
3. Dust A/C vents and surrounding ceiling areas.



D. Work to be Performed Monthly

1. Wash walls in restrooms and kitchens.
2. Dust all blinds.
3. Clean all electrical switch covers.
4. Clean and disinfect all telephones.
5. Dust high moldings, doors, baseboards, and coving.
6. Scrub and recoat all vinyl tile flooring as needed to maintain appearance.
7. Shampoo carpets using hot water extraction (steam cleaning) in all traffic lanes, corridors, and main meeting hall.

E. Work to be Performed Quarterly

1. Wash all interior windows.

F. Work to be Performed Semi-Annually

1. Wash all exterior windows.
2. Shampoo all carpeted areas using hot water extraction or dry extraction methods as appropriate.

G. Work to be Performed Annually

1. Strip vinyl tile flooring to base and apply five (5) coats of floor finish.

Successful Bidder

Successful Bidder shall submit a schedule of all required work to be performed throughout the year. The schedule shall be used for tracking and verification of completed services for invoice approval purposes.

Cafe (Room 106 & 108)

The cafe (room 106 & 108) is the responsibility of the vendor that operates the cafe. However, the day staff member is responsible for emptying the trash bins in the cafe during the day.

4.7 Service Times & Staffing

The following table identifies the required service hours for each facility. Any changes or deviations from these service times shall require prior approval from the Housing Director.



Pines Place Housing	Monday–Thursday: 7:00 AM – 5:00 PM Friday: 8:00 AM – 12:00 PM Weekend: 8:00 AM – 12:00 PM
Pines Point Housing	Monday–Thursday: 7:00 AM – 5:00 PM Friday: 8:00 AM – 12:00 PM Weekend: 8:00 AM – 12:00 PM
Carl Shechter Southwest Focal Point Community Center	Monday–Friday: 8:00 AM – 4:00 PM Daycare: 7:00 AM – 6:00 PM Weekday Evening Cleaning: 5:00 PM – 9:00 PM (areas not covered during daytime operations)

Holidays

No routine janitorial services shall be performed on the following holidays unless otherwise directed by the City:

New Year’s Day (1st business day in January)
Dr. Martin Luther King Day (3rd Monday, January)
President’s Day (3rd Monday, February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (4th of July)
Labor Day (1st Monday in September)
Veteran’s Day (November 11th)
Thanksgiving (4th Thursday, November)
Thanksgiving - Day After (4th Friday, November)
Christmas (December 25th)

Holidays are **not** observed at the Pines Place or Pines Point Housing Facilities, EXCEPT Christmas Day and Thanksgiving Day, all other holidays require normal services.

Staffing

Janitorial services for the Pines Point and Pines Place Housing Facilities shall be provided seven (7) days per week.



From Monday through Friday, during regular hours of operation, the successful bidder shall ensure continuous on-site staffing for a daily eight (8) hour shift. Staffing shall consist of:

- One (1) staff member assigned to Pines Point; and
- One (1) staff member assigned to each building at Pines Place, for a total of three (3) staff members (one per building). Each staff member shall be responsible for handling all janitorial requirements for their individually assigned building.

This weekday staffing is in addition to personnel assigned for weekend service. On Saturday and Sunday, janitorial services shall be provided from 8:00 AM to 12:00 PM.

All services for the Carl Shechter Southwest Focal Point Community Center shall be provided five (5) days per week. During the hours of the Carl Shechter Southwest Focal Point Community Center operation, the successful bidder shall always have one (1) staff member on site assigned to attend to all janitorial requirements of this type of facility for a daily eight (8) hour shift.

This staffing is in addition to any personnel required for after-hours cleaning 5:00 PM – 9:00 PM.

Location	Address	Number of Full-Time Porters Required
Pines Place Housing	8103 S. Palm Drive, Pembroke Pines, FL 33025	1 staff member
	8203 S. Palm Drive, Pembroke Pines, FL 33025	1 staff member
	8210 Florida Drive, Pembroke Pines, FL 33025	1 staff member
Carl Shechter Southwest Focal Point Community Center	301 N.W. 103 Avenue, Pembroke Pines, FL 33026	1 staff member
Pines Point Housing / 501 Management Office	401 N.W. 103 Avenue, Pembroke Pines, FL 33026	1 staff member
	501 NW 103 Avenue, Pembroke Pines, FL 33026	
	601 N.W. 103 Avenue, Pembroke Pines, FL 33026	

4.8 Quality Standards

In general, the achievement of the desired standards as outlined herein will result in an almost complete absence of visible soil. To maintain the facilities in this condition, the contractor will immediately remove any visible soil, which is found as a result of his inspection.

Absence of soil shall be defined as follows:

1. Absence of dust on horizontal and vertical surfaces, floors, walls, ledges, furniture and equipment.
2. Absence of litter and trash on floor and horizontal surfaces of equipment.
3. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
4. Absence of encrustation, soil and wax build-up on floors, particularly in thresholds, corners, along edges and baseboard, around door jams, and around furniture and equipment legs and bases.
5. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
6. Absence of dust, spots, gum, soil build-up and encrustation on furniture and equipment surfaces and legs.
7. Absence of dust, lint and litter on upholstered furniture.
8. Absence of soil, litter, dust and encrustation in ashtrays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed as needed.
9. Absence of marks, spots, stains, and streaks on interior and exterior entrance doors, lobby glass, all partition glass, and concourse interior windows.
10. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
11. Absence of other visible soil and cobwebs on horizontal and vertical surfaces including ceilings, interior and exterior.
12. Absence of trash in building. Trash shall be collected and removed to designated area.
13. Absence of soil, litter, dust and spots from all carpets, mats and floors.
14. Absence of streaks, spots, stains from all bright work, where appropriate. All bright work shall be polished dry to a sheen.
15. Absence of streaks, spots, stains, encrustation, dirt, dust, black marks from all resilient floors.
16. It is imperative that all “wet” areas such as showers, kitchens, slop sinks or related items be free from mold and mildew at all times.

**Timesheets**

Services are to be rendered at locations as listed on the bid form for the number of days specified. Weekly work sheets are to be submitted to City Representative after each week of service, which shall show date, time, scope of work, and person who performed the cleaning service. Employees of the awarded contractor will be assigned spaces to park while performing their duties.

Staff General Responsibilities

1. All cleaning products utilized shall have prior City approval and Material Safety Data Sheets (MSDS) to be provided.
2. “Green” products shall be utilized whenever feasible.
3. Contractor shall be responsible to schedule clean up times after specified events at the facilities. Schedules will be provided.
4. Contractor shall submit monthly schedules and weekly work reports indicating work completion.

Security and Uniforms

1. The Contractor is responsible for obtaining employee background checks. All employees of the contractor, while working on City property, shall at all times be required to wear uniforms with exposed photo identification. In addition, when applicable, contractor and contractor’s employees shall comply with the Jessica Lunsford Act. Any necessary background checks and photo identification requirements shall be made at the contractor’s expense.
2. The Contractor’s employee’s uniforms will consist of distinctive neat appearing shirts, trousers and shoes of coordinated colors, acceptable to the City. Uniforms including color and (if provided) design shall be approved by the City at least 72 hours prior to contract award start date.
3. Contractor will not use employees of any temporary (help-type) employee agency. Only actual bona fide contractor employees are to be used to perform these specifications unless otherwise approved in writing by the Community Services/Housing Director.
4. The Contractor shall at all times enforce strict discipline and good order among his employees. No children, friends, or relatives, or any person not employed and assigned to subject sites are allowed on subject premises. Unauthorized use of City property is prohibited.
5. All employees responsible to open and close shall be capable of operating fire and burglar alarm systems properly. If alarms are not set properly, Contractor will be responsible for costs incurred.
6. The Contractor will be responsible for securing keys for the facilities at least 24 hours in advance of the contract’s start date. The successful bidders will pick up the necessary keys at the location(s) they have been awarded. Any labor and/or material cost for replacement keys, recoding of access



keys/doors, and/or re-keying of locks as a result of the actions of the janitorial service provider (lost/misplaced keys, etc.) will be deducted from the monthly payments.

Floor Care Standards

Contractor must use the following steps to ensure the expected level of service for the maintenance of floors other than restroom and shower areas.

A. VCT, LVT, and Ceramic Tile Areas

1. Use 3-M or equal products as approved by the City.
2. Scrub and recoat all VCT.
3. Additional scrub and rebuffer may be required in high traffic areas (hallways) as directed by City's designated representative, as needed and priced per square foot.
4. Scrub LVT, and ceramic tile flooring.
5. Completely strip to base and refinish VCT flooring. A minimum of five (5) coats of wax is to be applied, however more may be required to achieve industry standards.
6. Contractor shall be liable for any damages incurred to the facility, including those caused by use of excess water during the stripping process.

B. Carpeted Areas

1. Bonnet cleaning of carpets and rugs is strictly prohibited.
2. Clean all carpeted areas utilizing the Dry-Host method. Hot water extraction method or other alternate methods may be proposed (excluding bonnet method or similar). Alternate methods may or may not be considered.

4.9 Materials, Equipment, and Supplies

1. The Contractor shall submit and maintain a current list of all supplies and materials, including chemical material safety data sheets to the Contract Administrator for approval. It will be the responsibility of the contractor to provide all supplies, including towels, toilet paper, trash liners, and hand soap, to perform the required janitorial services. A limited storage area shall be provided for the contractor to store necessary supplies and materials.
2. The Contractor shall furnish and maintain all the necessary equipment and should submit as part of his bid a complete list of the equipment to be used. The bidder must, submit with their bid, evidence and/or references of satisfactory service rendered in the past two years similar to those specified herein.



Janitorial Supply List

Pines Place Housing						
Item Description	Estimated Monthly Qty.	Packaging Qty.	Capacity/Size	Dimensions	Ply/Feet/Sheets	Previously Purchased Part #s
Small Garbage Bags	9 cases	20 rolls/cs	Approx. 7–10 gallon	24 x 33 inches	-	Brady ID: KL-704515
Large Garbage Bags	12 cases	8 rolls/cs	Approx. 40–45 gallon	40 x 48 inches	-	Brady ID: KL-709438
Hand Washing Foam Soap	5 cases	6/cs	Approx. 1L cartridge	-	-	401811 - Tork Extra Mild Hand Washing Foam Soap S4
Jr Jumbo Toilet Paper	10 cases	12 rolls/cs	-	-	2-ply / 2000 sheets	Brady ID: PA8002
Regular Toilet Paper Rolls	10 cases	96 rolls/cs	-	-	2-ply / 500 sheets	Brady ID: PI1616
White C Fold Paper Towels	20 cases	16/cs	-	8.0 x 9.4 inches	-	Brady ID:PG9321
Jumbo Brown Roll Towel	20 cases	6/cs	-	6X800 feet	-	PG3140 - WAUSAU ROLL TOWEL WP31400
Pink Soap	4 cases	4/cs	-	-	-	
Pines Point Housing / 501 Management Office						
Item Description	Estimated Monthly Qty.	Packaging Qty.	Capacity/Size	Dimensions	Ply/Feet/Sheets	Previously Purchased Part #s
Small Garbage Bags	9 cases	20 rolls/cs	Approx. 7–10 gallon	24 x 33 inches	-	Brady ID: KL-704515
Large Garbage Bags	12 cases	8 rolls/cs	Approx. 40–45 gallon	40 x 48 inches	-	Brady ID: KL-709438
Hand Washing Foam Soap	5 cases	6/cs	Approx. 1L cartridge	-	-	401811 - Tork Extra Mild Hand Washing Foam Soap S4
Jr Jumbo Toilet Paper	10 cases	12 rolls/cs	-	-	2-ply / 2000 sheets	Brady ID: PA8002
Regular Toilet Paper Rolls	10 cases	96 rolls/cs	-	-	2-ply / 500 sheets	Brady ID: PI1616



White C Fold Paper Towels	20 cases	16/cs	-	8.0 x 9.4 inches	-	Brady ID:PG9321
Jumbo Brown Roll Towel	20 cases	6/cs	-	6X800 feet	-	PG3140 - WAUSAU ROLL TOWEL WP31400
Pink Soap	4 cases	4/cs	-	-	-	

Carl Shechter Southwest Focal Point Community Centers

Item Description	Estimated Monthly Qty.	Packaging Qty.	Dimensions	Capacity/Size	Ply/Feet/Sheets	Previously Purchased Part #s
Small Garbage Bags	9 cases	20 rolls/cs	24 x 33 inches	Approx. 7–10 gallon	0.8 mil thick	Brady ID: KL-704515
Large Garbage Bags	12 cases	8 rolls/cs	40 x 48 inches	Approx. 40–45 gallon	2.2 mil thick	Brady ID: KL-709438
Hand Washing Foam Soap	5 cases	6/cs	-	Approx. 1L cartridge	-	401811 - Tork Extra Mild Hand Washing Foam Soap S4
Jr Jumbo Toilet Paper	10 cases	12 rolls/cs	-	-	2-ply / 2000 sheets	Brady ID: PA8002
Regular Toilet Paper Rolls	10 cases	96 rolls/cs	-	-	2-ply / 500 sheets	Brady ID: PI1616
White C Fold Paper Towels	20 cases	16/cs	8.0 x 9.4 inches	-	-	Brady ID:PG9321
Jumbo Brown Roll Towel	20 cases	6/cs	6X800 feet	-	-	PG3140 - WAUSAU ROLL TOWEL WP31400
Pink Soap	4 cases	4/cs	-	-	-	

4.10 Performance Monitoring and Deficiency Tracking

A. Inspection Method

The City will conduct routine inspections of all facilities using a standardized checklist to verify that janitorial services are being performed in accordance with the contract requirements.

Inspections will be conducted on a weekly basis, at minimum, and may include any areas identified in the scope of work, including but not limited to restrooms, common areas, floors, trash removal, and high-touch surfaces.

Each inspected item will be rated as:

- **Acceptable** (meets contract standards), or
- **Deficient** (does not meet contract standards)



B. Performance Measurement

Performance will be measured based on the percentage of inspected items that meet contract standards.

Performance Score = (Number of Acceptable Items ÷ Total Items Inspected) × 100

Performance thresholds shall be defined as follows:

- 84% or higher – Acceptable Performance
- Below 84% – Deficient Performance; corrective action required

The City reserves the right to require corrective action for deficiencies in critical service areas regardless of the overall performance score.

C. Major Deficiencies (Critical Failures)

Notwithstanding the overall performance score, the following conditions shall be considered Major Deficiencies:

- Failure to report for scheduled service (“no show”)
- Failure to provide required staffing levels
- Any condition posing a health or safety risk
- Failure to correct identified minor deficiencies within seventy-two (72) hours

Occurrence of any Major Deficiency may result in immediate corrective action, service deductions, or other remedies, regardless of the overall inspection score.

D. Deficiency Tracking and Escalation

The City will maintain a log of all identified deficiencies, including the date identified, location, description of the issue, and date corrected.

Failure to correct deficiencies within the required timeframe, or repeated deficiencies of the same nature, may result in the following actions:

1. Issuance of a written notice of non-compliance
2. Requirement for a corrective action plan
3. Assessment of service credits, if applicable
4. Termination of the contract for default, in accordance with contract provisions

Any deficiencies identified during inspection must be corrected within **twenty-four (24) hours** of notification.

E. Service Deductions



If the Contractor fails to meet performance standards, the City may apply the following deductions:

1. Location-Level Deduction

A deduction of five percent (5%) shall be applied to the monthly cost for any location with a performance score below 85%.

2. Overall Contract Deduction

If overall performance across all locations falls below 85%, an additional three percent (3%) deduction shall be applied to the total monthly contract amount.

3. Major Deficiencies

The occurrence of a Major Deficiency shall require the vendor to submit a Corrective Action Plan (CAP). Failure to correct the deficiency may result in termination.

4. Non-Exclusive Remedy

These deductions do not limit the City's right to pursue additional remedies under the contract.



SECTION 5 - PRICE PROPOSAL / BID TABLE

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

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

SERVICES & SUPPLIES

Line Item	Description	Quantity	Unit of Measure	Dimensions	Capacity/Size	Additional Details	Specifications	Unit Cost	Total	Vendor Notes
Pines Place Housing										
1	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	Lump Sum							
Pines Point Housing / 501 Management Office										
2	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	Lump Sum							
Carl Shechter Southwest Focal Point Community Centers										



Line Item	Description	Quantity	Unit of Measure	Dimensions	Capacity/Size	Additional Details	Specifications	Unit Cost	Total	Vendor Notes
3	Monthly Service Charge (Inclusive of all required services in scope and minimum required porter staffing levels)	12	Lump Sum							
Pines Place Housing Supply Estimates - Monthly Quantities										
4	Small Garbage Bags	9	20 rolls/cs	24 x 33 inches	Approx. 7–10 gallon	0.8 mil thick	Brady ID: KL-704515			
5	Large Garbage Bags	12	8 rolls/cs	40 x 48 inches	Approx. 40–45 gallon	2.2 mil thick	Brady ID: KL-709438			
6	Hand Washing Foam Soap	5	6/cs	-	Approx. 1L cartridge	-	401811 - Tork Extra Mild Hand Washing Foam Soap S4			
7	Jr Jumbo Toilet Paper	10	12 rolls/cs		-	2-ply / 2000 sheets	Brady ID: PA8002			
8	Regular Toilet Paper Rolls	10	96 rolls/cs	-	-	2-ply / 500 sheets	Brady ID: PI1616			
9	White C Fold Paper Towels	20	16/cs	8.0 x 9.4 inches	-	-	Brady ID:PG9321			
10	Jumbo Brown Roll Towel	20	6/cs	6X800 feet	-	-	PG3140 - WAUSAU ROLL TOWEL WP31400			
11	Pink Soap	4	4/cs		-	-				
Pines Point Housing / 501 Management Office Supply Estimates - Monthly Quantities										
12	Small Garbage Bags	9	20 rolls/cs	24 x 33 inches	Approx. 7–10 gallon	0.8 mil thick	Brady ID: KL-704515			



Line Item	Description	Quantity	Unit of Measure	Dimensions	Capacity/Size	Additional Details	Specifications	Unit Cost	Total	Vendor Notes
13	Large Garbage Bags	12	8 rolls/cs	40 x 48 inches	Approx. 40–45 gallon	2.2 mil thick	Brady ID: KL-709438			
14	Hand Washing Foam Soap	5	6/cs	-	Approx. 1L cartridge	-	401811 - Tork Extra Mild Hand Washing Foam Soap S4			
15	Jr Jumbo Toilet Paper	10	12 rolls/cs		-	2-ply / 2000 sheets	Brady ID: PA8002			
16	Regular Toilet Paper Rolls	10	96 rolls/cs	-	-	2-ply / 500 sheets	Brady ID: PI1616			
17	White C Fold Paper Towels	20	16/cs	8.0 x 9.4 inches	-	-	Brady ID:PG9321			
18	Jumbo Brown Roll Towel	20	6/cs	6X800 feet	-	-	PG3140 - WAUSAU ROLL TOWEL WP31400			
19	Pink Soap	4	4/cs		-	-				
Carl Shechter Southwest Focal Point Community Centers Supply Estimates - Monthly Quantities										
20	Small Garbage Bags	9	20 rolls/cs	24 x 33 inches	Approx. 7–10 gallon	0.8 mil thick	Brady ID: KL-704515			
21	Large Garbage Bags	12	8 rolls/cs	40 x 48 inches	Approx. 40–45 gallon	2.2 mil thick	Brady ID: KL-709438			
22	Hand Washing Foam Soap	5	6/cs	-	Approx. 1L cartridge	-	401811 - Tork Extra Mild Hand Washing Foam Soap S4			
23	Jr Jumbo Toilet Paper	10	12 rolls/cs		-	2-ply / 2000 sheets	Brady ID: PA8002			
24	Regular Toilet Paper Rolls	10	96 rolls/cs	-	-	2-ply / 500 sheets	Brady ID: PI1616			



Line Item	Description	Quantity	Unit of Measure	Dimensions	Capacity/Size	Additional Details	Specifications	Unit Cost	Total	Vendor Notes
25	White C Fold Paper Towels	20	16/cs	8.0 x 9.4 inches	-	-	Brady ID:PG9321			
26	Jumbo Brown Roll Towel	20	6/cs	6X800 feet	-	-	PG3140 - WAUSAU ROLL TOWEL WP31400			
27	Pink Soap	4	4/cs		-	-				
TOTAL										

AS NEEDED SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
28	Vacant Apartments	1	Lump Sum			
TOTAL						

SPECIAL EVENTS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
29	Special events hosted by the city	1	Hourly			
TOTAL						



SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, July 28, 2026**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

1 CONFIRMATION TO BIND

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

Please confirm

*Response required

2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE

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

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

Please confirm

*Response required

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

Yes

No



*Response required

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

Yes

No

*Response required

When equals "Yes"

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

*Response required

When equals "No"

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

Documentation should show that:

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

*Response required

When equals "No"

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

*Response required

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

Yes

No

*Response required

When equals "Yes"

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

*Response required

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

Yes



No

*Response required

When equals "Yes"

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

Yes

No

*Response required

3 REFERENCE # 1

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

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

Proposers are advised to confirm that:

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

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

*Response required

3.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required



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

*Response required

3.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

Yes

No

*Response required

3.7 Project Information - Name of Contactor Performing the Work*

*Response required

3.8 Project Information - Name and location of the project*

*Response required

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

*Response required

3.10 Project Information - Project Duration*

*Response required

3.11 Project Information - Completion (Anticipated) Date*

*Response required

3.12 Project Information - Size of Project*

*Response required

3.13 Project Information - Cost of Project*

*Response required

4 REFERENCE # 2

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

*Response required

4.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

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

*Response required

4.5 Reference Contact Information - Reference's Phone Number*

*Response required



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

*Response required

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

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

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

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

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

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

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

5 REFERENCE # 3

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

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

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

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

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

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

*Response required



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

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

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

5.10 Project Information - Project Duration*
*Response required

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

5.12 Project Information - Size of Project*
*Response required

5.13 Project Information - Cost of Project*
*Response required

6 REFERENCE # 4

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

6.2 Reference Contact Information - Reference's Business Address

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

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

6.5 Reference Contact Information - Reference's Phone Number

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

Yes

No

6.7 Project Information - Name of Contactor Performing the Work

6.8 Project Information - Name and location of the project

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

6.10 Project Information - Project Duration

6.11 Project Information - Completion (Anticipated) Date

6.12 Project Information - Size of Project

6.13 Project Information - Cost of Project

7 REFERENCE # 5



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

8 PROJECT DOCUMENTS

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

*Response required

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

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

*Response required

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



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

A) No convictions.

B1) Convicted, final order did not place on the convicted vendor list.

B2) Convicted, listed, then removed.

B3) Convicted, not listed, action pending.

*Response required

9.3 Did you select option B1 or B2 above?*

Yes

No

*Response required

When equals "Yes"



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

*Response required

9.4 Did you select option B3 above?*

Yes

No

*Response required

When equals "Yes"

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

*Response required

10 DRUG-FREE WORKPLACE CERTIFICATION

10.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION FORM*

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

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

*Response required

10.2 Drug-Free Status*

Complies fully.

Does not comply.

*Response required

11 STANDARD DOCUMENTS

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

11.1 NON-COLLUSIVE AFFIDAVIT*

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

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

*Response required



11.2 SCRUTINIZED COMPANY CERTIFICATION*

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

*Response required

11.3 E-VERIFY SYSTEM CERTIFICATION*

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

*Response required

11.4 HUMAN TRAFFICKING AFFIDAVIT*

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

*Response required

12 VENDOR REGISTRATION

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

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



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

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

Yes

No

*Response required

When equals "Yes"

12.1.1 What is your Vendor Number?*

*Response required

12.2 VENDOR INFORMATION FORM*

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

- [Vendor Information Form.pdf](#)

*Response required

12.3 FORM W-9 (REVISED MARCH 2024)*

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

b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

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

*Response required

13 OPTIONAL DOCUMENTATION

13.1 TRADE SECRETS

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



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

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

13.2 FINANCIAL STATEMENTS

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption



provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

13.3 ALTERNATIVES

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

13.4 ADDITIONAL INFORMATION

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

13.5 PROFESSIONAL LICENSES

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

14 VENDOR CLASSIFICATION

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

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

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



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

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

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

Yes

No

*Response required

When equals "Yes"

14.1.1 Please indicate your Local Vendor Status*

Local Pembroke Pines Vendor (LPPV)

Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

14.1.2 Local Vendor Preference Certification*

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

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

*Response required

When equals "Yes"



14.1.3 Local Business Tax Receipts*

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

*Response required

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

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

Yes

No

*Response required

When equals "Yes"

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

When equals "Yes"

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

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

Yes

No

*Response required

When equals "Yes"

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

Select all that apply

African-American MBE

Asian-American MBE

Hispanic-American MBE



- Native-American MBE
- Other option not listed above

*Response required

When equals "Yes"

14.3.2 MBE Certification Documentation*

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

*Response required

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

- Yes
- No

*Response required

When equals "Yes"

14.4.1 WMBE Certification Documentation*

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

*Response required

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

- Yes
- No

*Response required

When equals "Yes"

14.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

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

*Response required

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

- Yes
- No

***Response required**

When equals "Yes"

14.6.1 SBE Certification Documentation*

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

***Response required**

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

 Yes No***Response required**

When equals "Yes"

14.7.1 CBE Certification Documentation*

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

***Response required**

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

 Yes No***Response required**

When equals "Yes"

14.8.1 DBE Certification Documentation*

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

***Response required**

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

 Yes No***Response required**

When equals "Yes"



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

*Response required

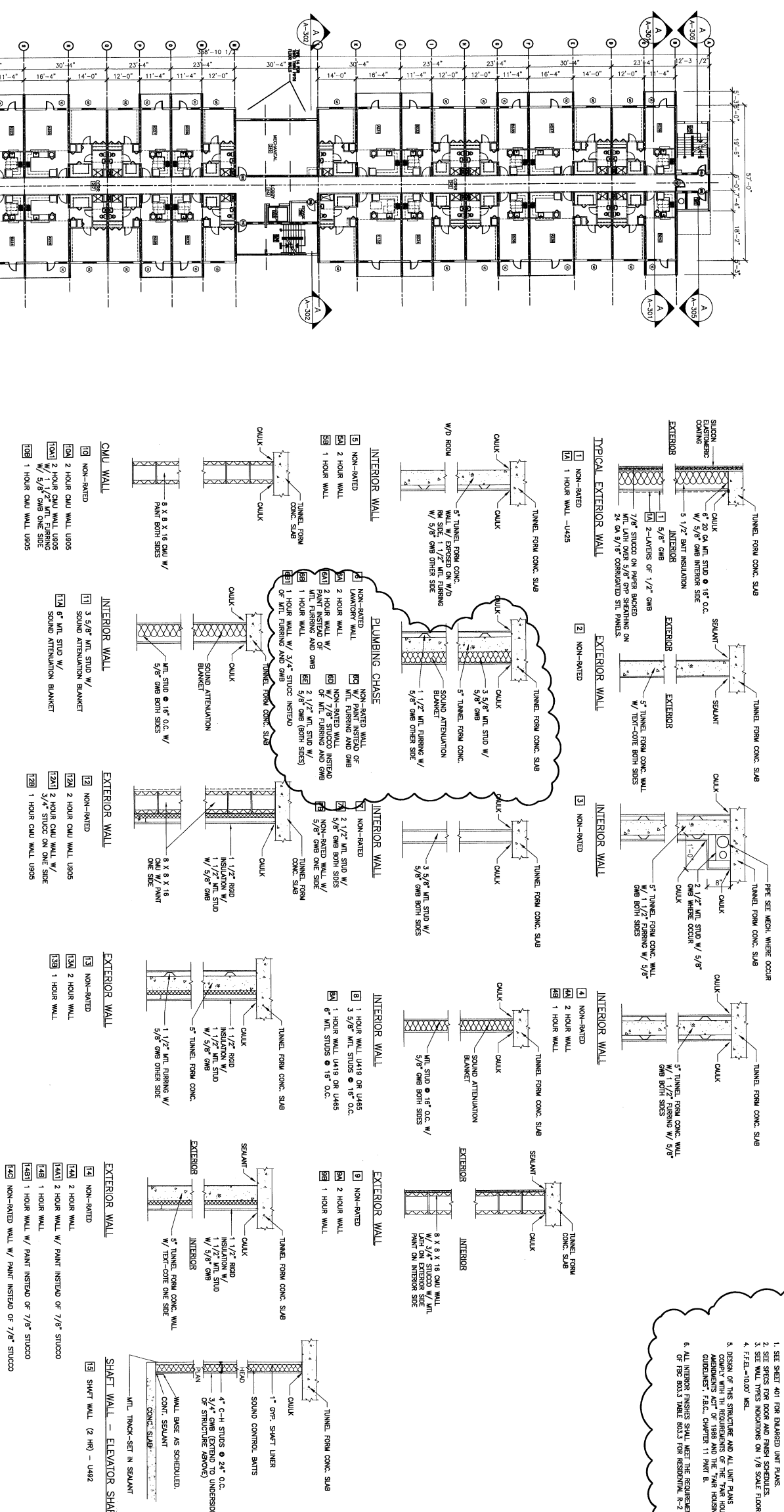


SECTION 7 - EVALUATION & SELECTION PROCESS

7.1 Qualifying & Selecting Firms

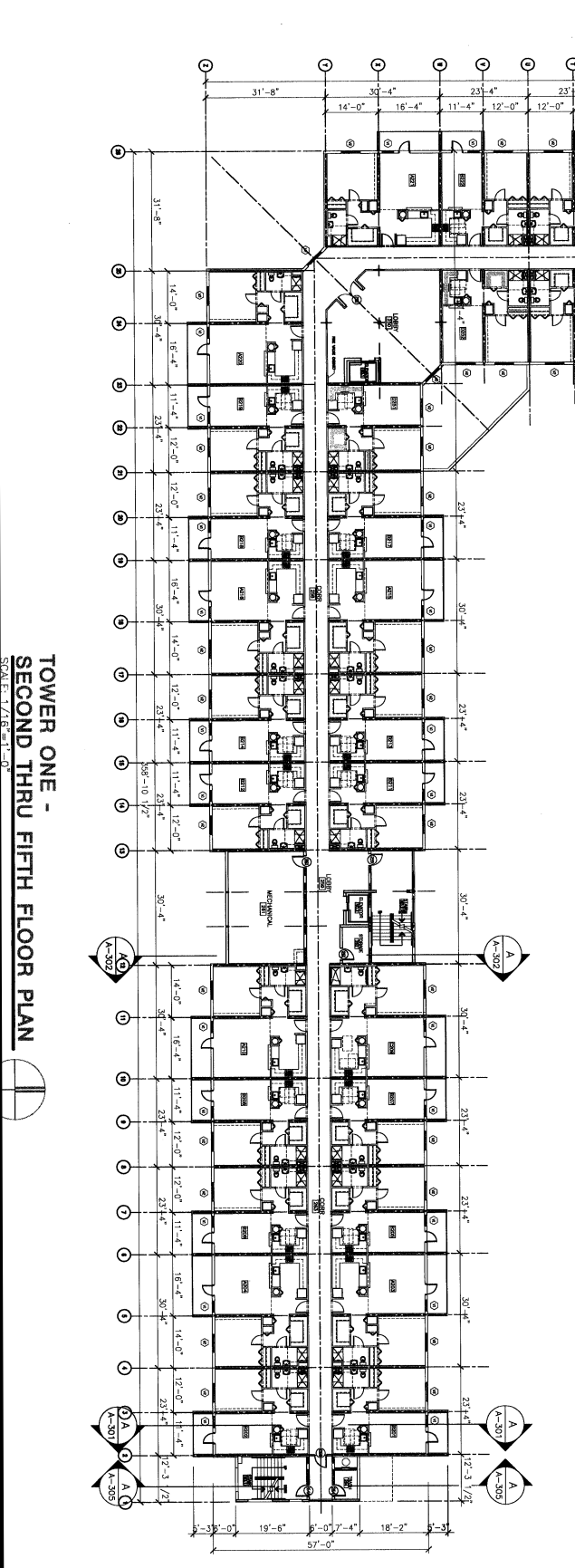
- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission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

WALL TYPES



GENERAL NOTES

1. SEE SHEET 401 FOR ENLARGED UNIT PLANS.
2. SEE SPECS FOR DOOR AND FINISH SCHEDULES.
3. SEE WALL TYPES NOTATIONS ON 1/8\"/>

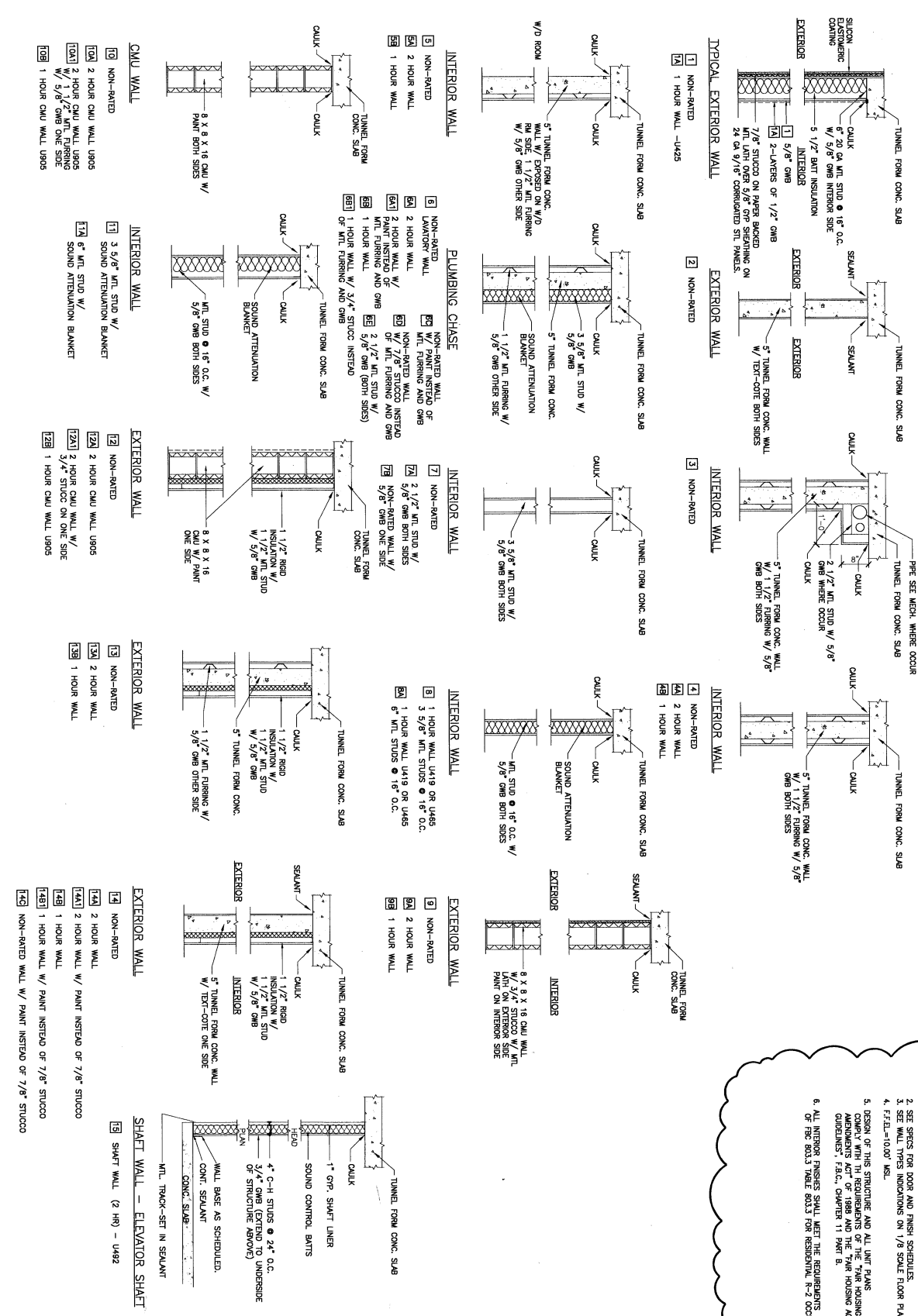


TOWER ONE -
SECOND THRU FIFTH FLOOR PLAN

<p>DATE: 2/5/04 ISSUE/REVISION: R2R 1 1/5/04 RPH 1 12/8/03 PL 1 10/7/03 CR 1 8/29/03 PR 1</p> <p>NO. HAVING AUTHORITY TO SIGN: 3 DATE: 2/5/04 BY: [Signature]</p> <p>DATE: 2/5/04 ISSUE/REVISION: R2R 1 1/5/04 RPH 1 12/8/03 PL 1 10/7/03 CR 1 8/29/03 PR 1</p>	<p>SENIOR RESIDENCES AT THE PINES PLACE 8103 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025</p>	<p>THE HASKELL COMPANY AMERICA'S DESIGN-BUILD LEADER®</p> <p>1111 Riverside Avenue • Jacksonville, Florida 32202 • 904/797-4500</p>	<p>CHARLES S. SALENKALA PROJECT ARCHITECT</p>
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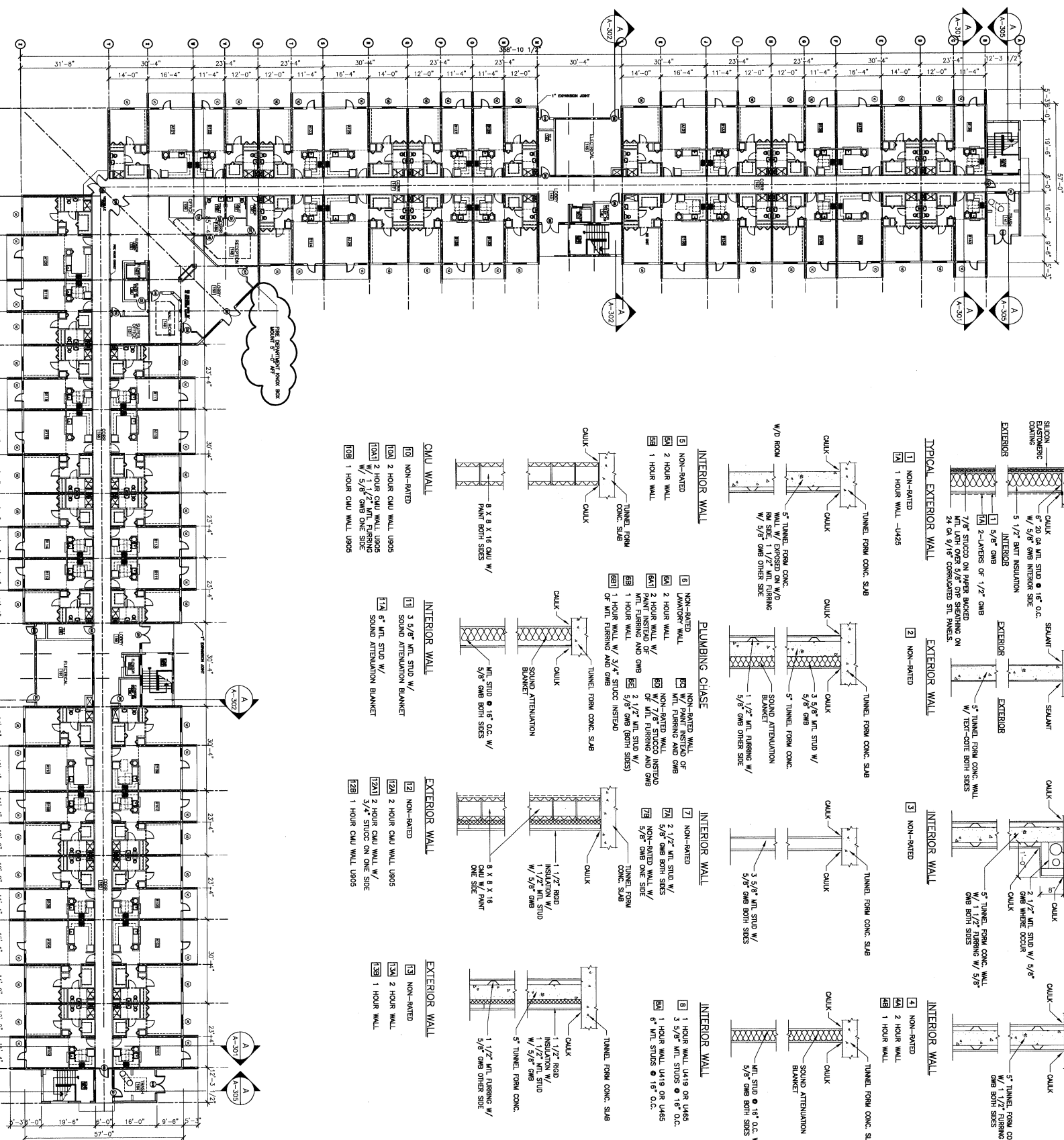
TOWER ONE
SECOND THRU
FIFTH FLOOR
PALM
AND
WALL TYPES
A-121-1
SHEET NUMBER

WALL TYPES



GENERAL NOTES

1. SET SHEET 401 FOR ENLARGED UNIT PLANS.
2. SET SHEETS FOR DOOR AND WINDOW SCHEDULES.
3. SET WALL TYPES INDICATIONS ON 1/8\"/>



TOWER ONE - FIRST FLOOR PLAN
SCALE: 1/16"=1'-0"

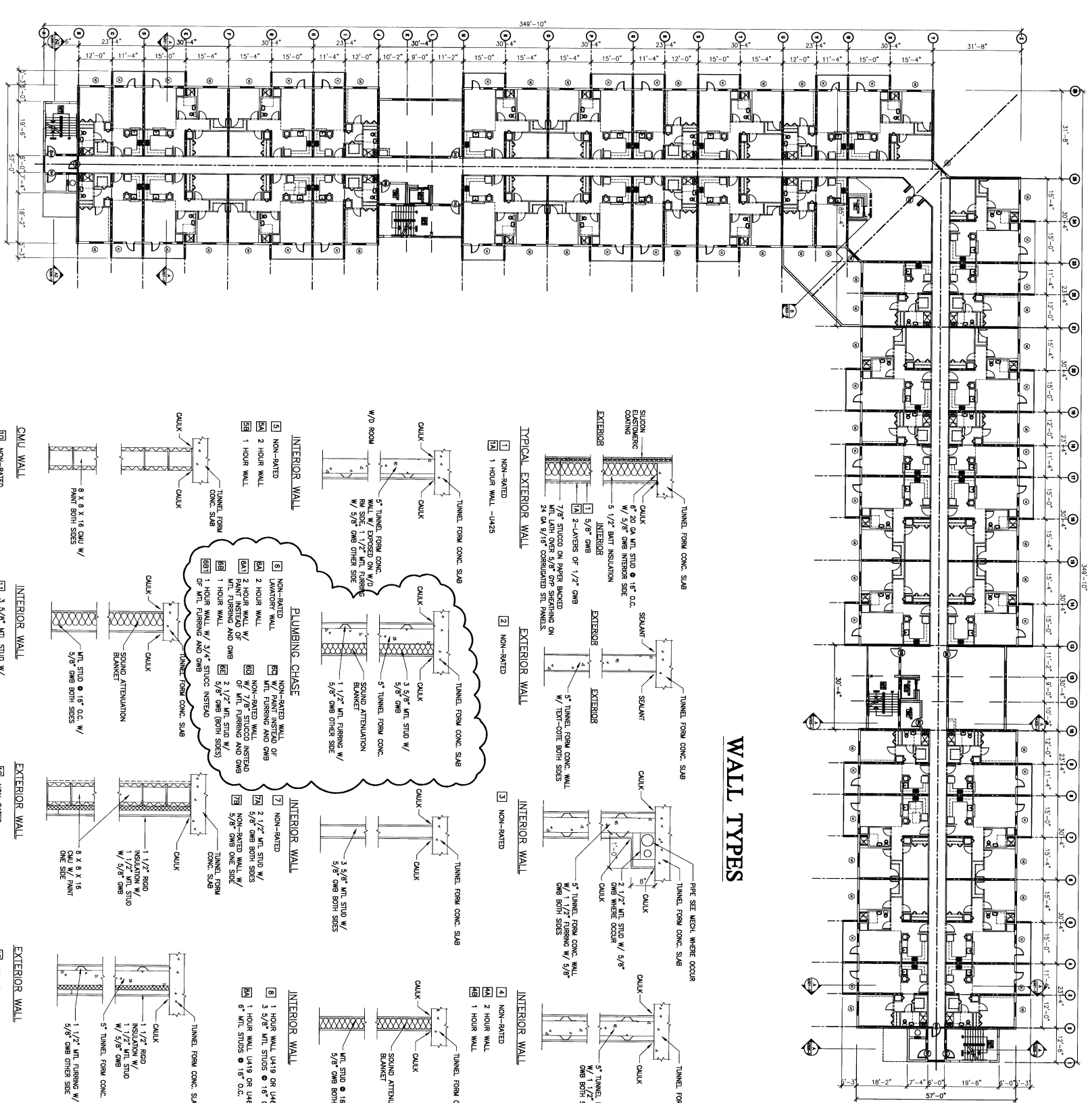
UNIT TABULATION DATA

FLOOR	UNIT TYPE	SER. SHT. A-401	NO. / UNITS	NSF / UNIT	TOTAL NSF
GROUND	TYPE A - ONE BEDROOM		12	720 NSF	8640 NSF
	TYPE B - ONE BEDROOM		16	560 NSF	8960 NSF
	TYPE C - ONE BEDROOM		2	720 NSF	1440 NSF
	TYPE D - ONE BEDROOM		2	576 NSF	1152 NSF
SECOND FLOOR	TYPE A - ONE BEDROOM		12	720 NSF	8640 NSF
	TYPE B - ONE BEDROOM		16	560 NSF	8960 NSF
	TYPE C - ONE BEDROOM		2	720 NSF	1440 NSF
	TYPE D - ONE BEDROOM		2	576 NSF	1152 NSF
FIRST FLOOR COMMON & MAIN LOBBY				2550 NSF	2550 NSF
TOTAL NSF					41980 NSF

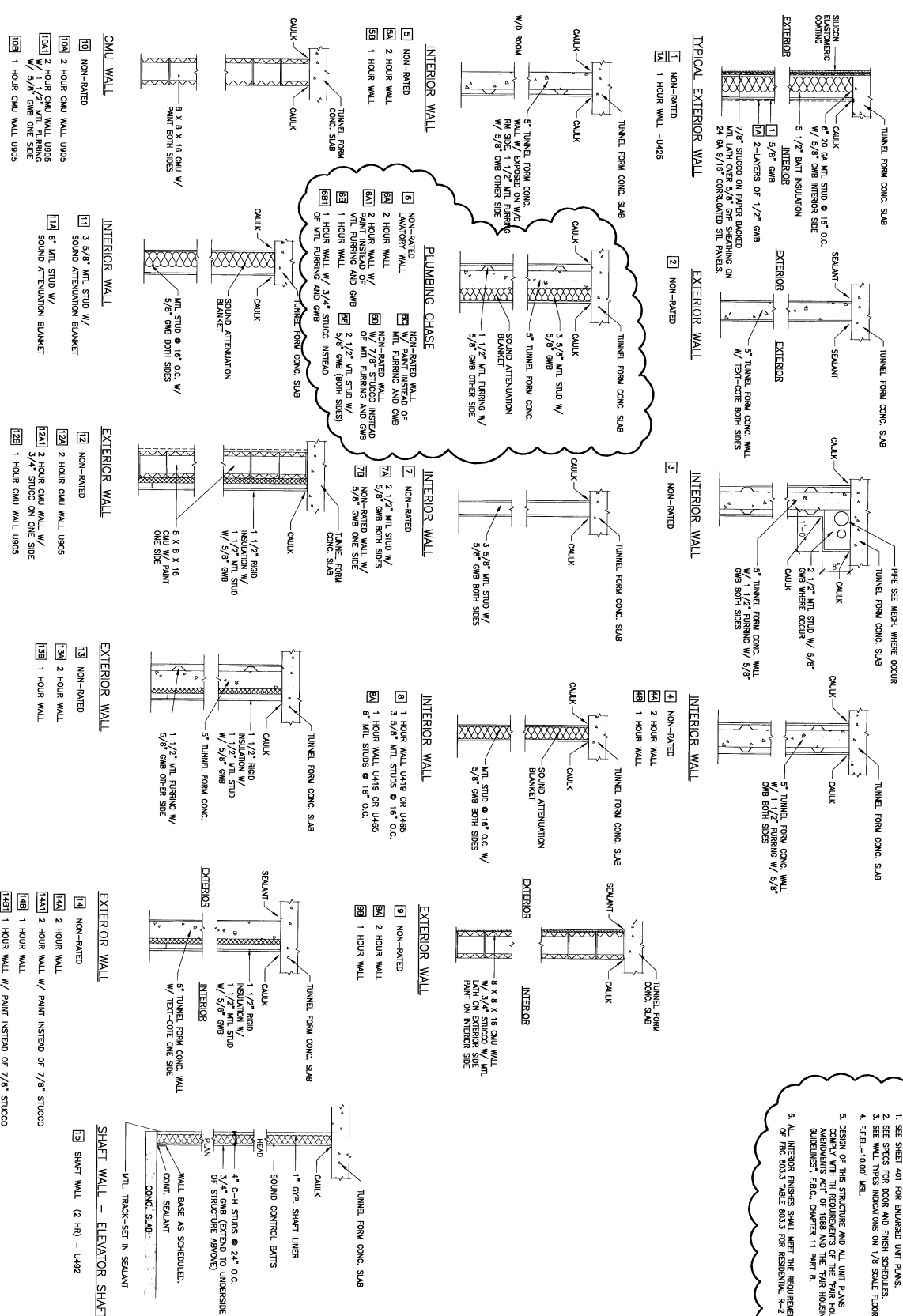
SENIOR RESIDENCES AT THE
PINES PLACE
8103 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025

THE HASKELL COMPANY
AMERICA'S DESIGN-BUILD LEADER®
111 Riverside Avenue • Jacksonville, Florida 32202 • 904/791-4500

CHARLES B. SAEMMALA
PROJECT ARCHITECT



WALL TYPES



TOWER TWO - SECOND THRU FIFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES

1. SEE SHEET 401 FOR ENLARGED UNIT PLANS.
2. SEE SPES FOR DOOR AND FINISH SCHEDULES.
3. SEE WALL TYPES NOTATIONS ON 1/8 SCALE FLOOR PLANS.
4. F.F.E.L.=100% M.S.L.
5. DESIGN OF THIS STRUCTURE AND ALL UNIT PLANS COMPLY WITH THE REQUIREMENTS OF THE "FAIR HOUSING AMENDMENTS" ACT OF 1988 AND THE "FAIR HOUSING ACCESSIBILITY" ACT, CHAPTER 11 PART B.
6. ALL INTERIOR FINISHES SHALL MEET THE REQUIREMENTS OF IRC 903.3 TABLE 903.3 FOR RESIDENTIAL, R-2 OCCUPANCY.

SENIOR RESIDENCES AT THE
PINES PLACE
8210 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025

THE HASKELL COMPANY
AMERICA'S DESIGN- BUILD LEADER®
111 Riverside Avenue • Jacksonville, Florida 32202 • 904/791-4500

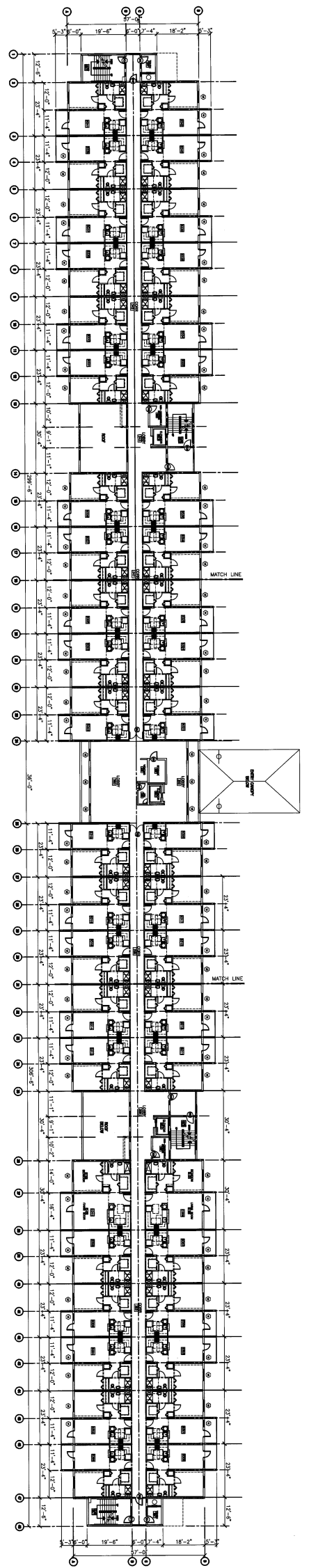
CHARLES B. SALEMMA
PROJECT ARCHITECT

A-121-2
SHEET NUMBER

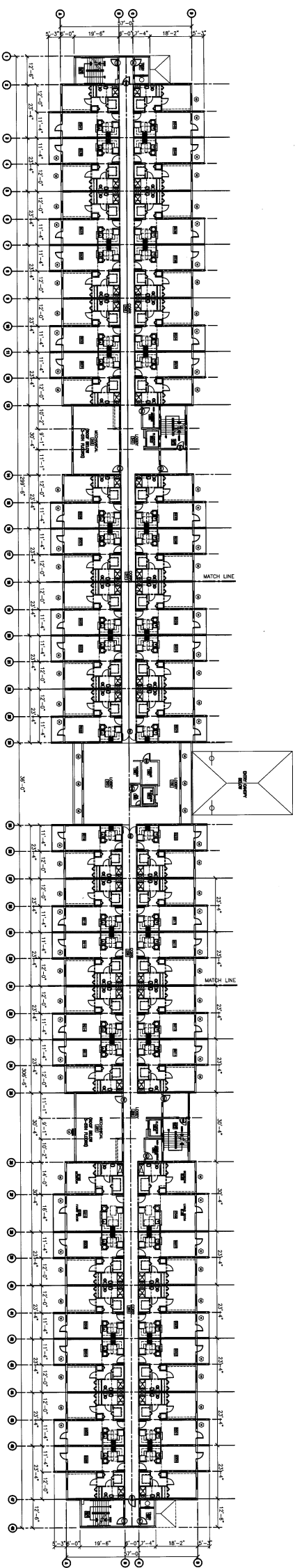
TOWER TWO SECOND - FIFTH PLAN & WALL TYPES

DATE	ISSUE/REVISION
1/1/04	RI 1
5/10/04	RI 2
07/03/05	CR

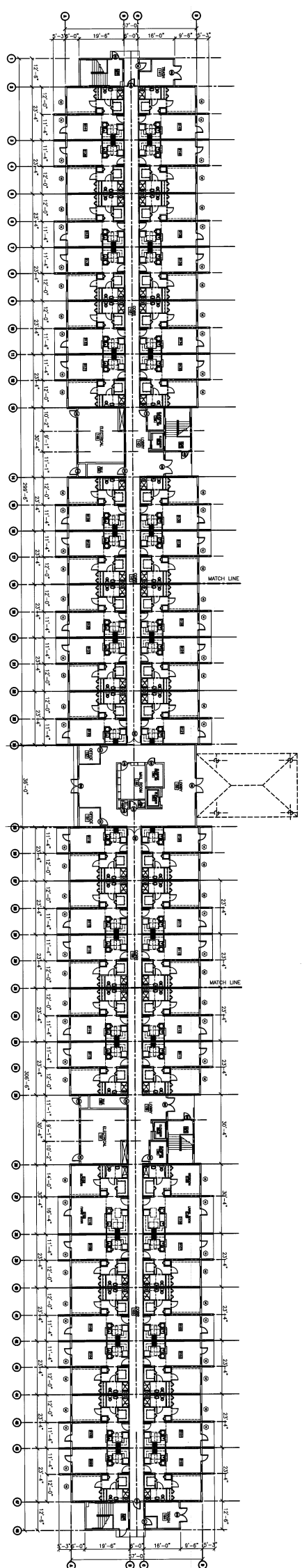
Drawn by: JDM
Checked by: JDM
CP 41188201



TOWER THREE
3RD - 5TH FLOOR PLAN
SCALE: 1" = 20'-0"

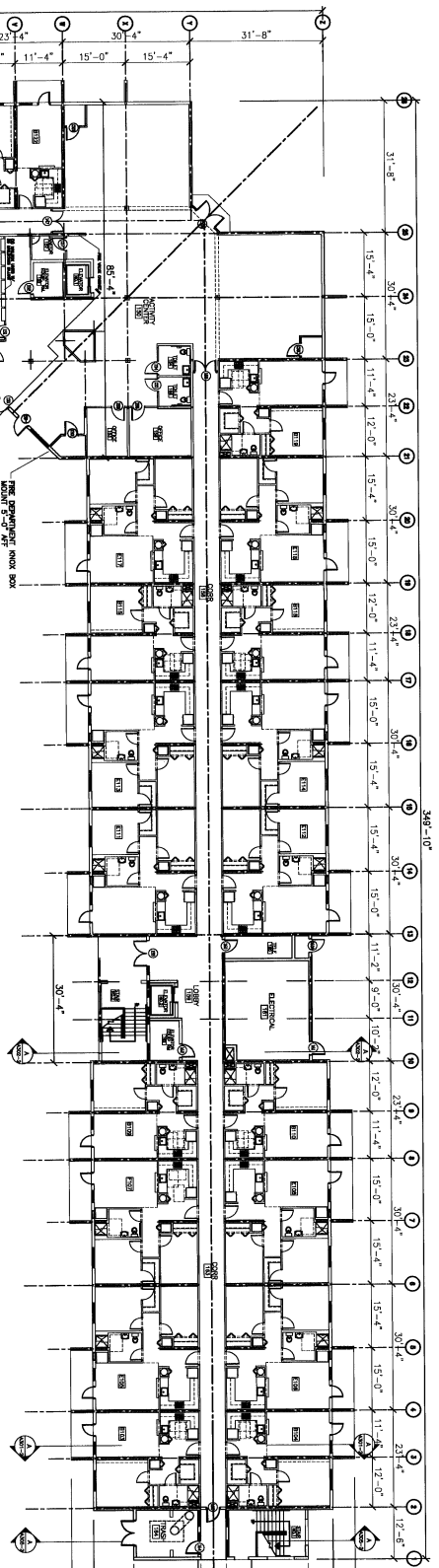


TOWER THREE
2ND FLOOR PLAN
SCALE: 1" = 20'-0"

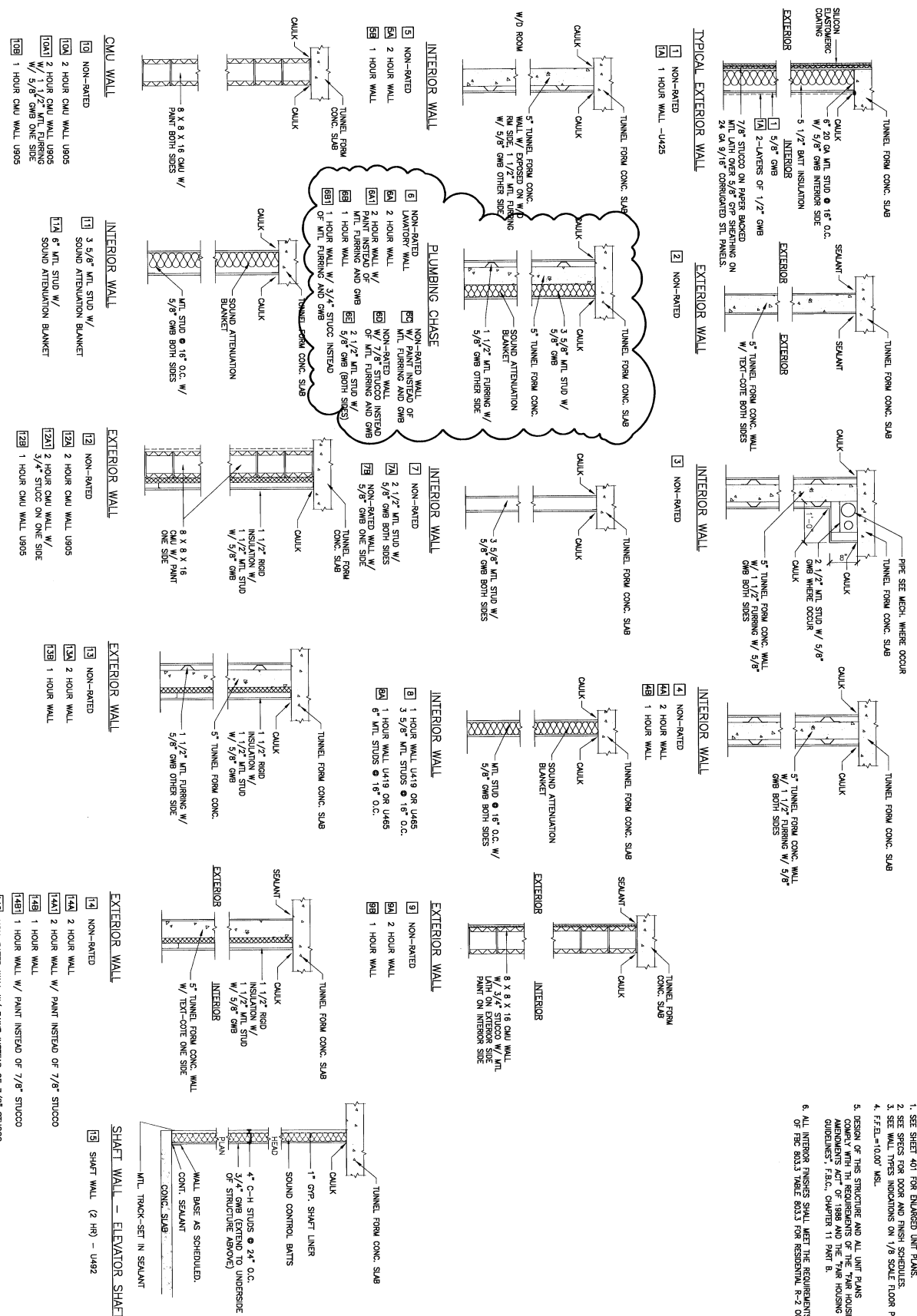


TOWER THREE
FIRST FLOOR PLAN
SCALE: 1" = 20'-0"

OVERALL FLOOR PLANS A0-110 <small>SHEET NUMBER</small>	<small>DATE</small> 2/12/08 <small>ISSUE/REVISION</small> 508 <small>DATE</small> 2/12/08 <small>ISSUE/REVISION</small> 508 RENEW	SENIOR RESIDENCES AT THE PINES PLACE 8203 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025	 THE HASKELL COMPANY AMERICA'S DESIGN- BUILD LEADER® 1111 Riverside Avenue • Jacksonville, Florida 32202 • 904/791-4500 <small>ARCHITECT • INTERIOR DESIGNER</small>	CHARLES R. SALEMMA PROJECT ARCHITECT <small>REG. NO. 06-000070</small>
	We hereby certify that the information contained herein is true and correct to the best of our knowledge and belief. We warrant that the information is true and correct to the best of our knowledge and belief. We warrant that the information is true and correct to the best of our knowledge and belief.			



WALL TYPES



GENERAL NOTES

1. SEE SHEET 401 FOR ENLARGED UNIT PLANS.
2. SEE SPECS FOR DOOR AND FINISH SCHEDULES.
3. SEE WALL TYPES INDICATIONS ON 1/8" SCALE FLOOR PLANS.
4. F.F.E.L. = 0.007 MS.
5. DESIGN OF THIS STRUCTURE AND ALL UNIT PLANS COMPLY WITH THE REQUIREMENTS OF THE FLORIDA HOUSING ACCESSIBILITY ACT OF 1988 AND THE FLORIDA HOUSING ACCESSIBILITY ACT, CHAPTER 11 PART B.
6. ALL INTERIOR FINISHES SHALL MEET THE REQUIREMENTS OF FBC 603.3 TABLE 603.3 FOR RESIDENTIAL, R-2 OCCUPANCY.

UNIT TABULATION DATA					
FLOOR	UNIT TYPE	SEE SH. A-401	NO. / UNITS	NSF / UNIT	TOTAL NSF
GROUND	TYPE B - ONE BEDROOM		14	555 NSF	7770 NSF
	TYPE D - ONE BEDROOM		18	720 NSF	12960 NSF
	TYPE E - HC TWO BEDROOM		2	720 NSF	1440 NSF
	TYPE F - HC TWO BEDROOM		14	555 NSF	7770 NSF
SECOND FLOOR	TYPE D - ONE BEDROOM		2	555 NSF	1110 NSF
	TYPE E - HC TWO BEDROOM		20	720 NSF	14400 NSF
FIRST FLOOR ADMIN & MAIN LOBBY				4714 NSF	4714 NSF
				TOTAL NSF	51604 NSF

TOWER TWO - FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"



SENIOR RESIDENCES AT THE
PINES PLACE
8210 SOUTH PALM DR., PEMBROKE PINES FLORIDA 33025

THE HASKELL COMPANY
AMERICA'S DESIGN-BUILD LEADER®
111 Riverside Avenue - Jacksonville, Florida 32202 - 904/791-4500

CHMRS. A. SALEMMA
PROJECT ARCHITECT

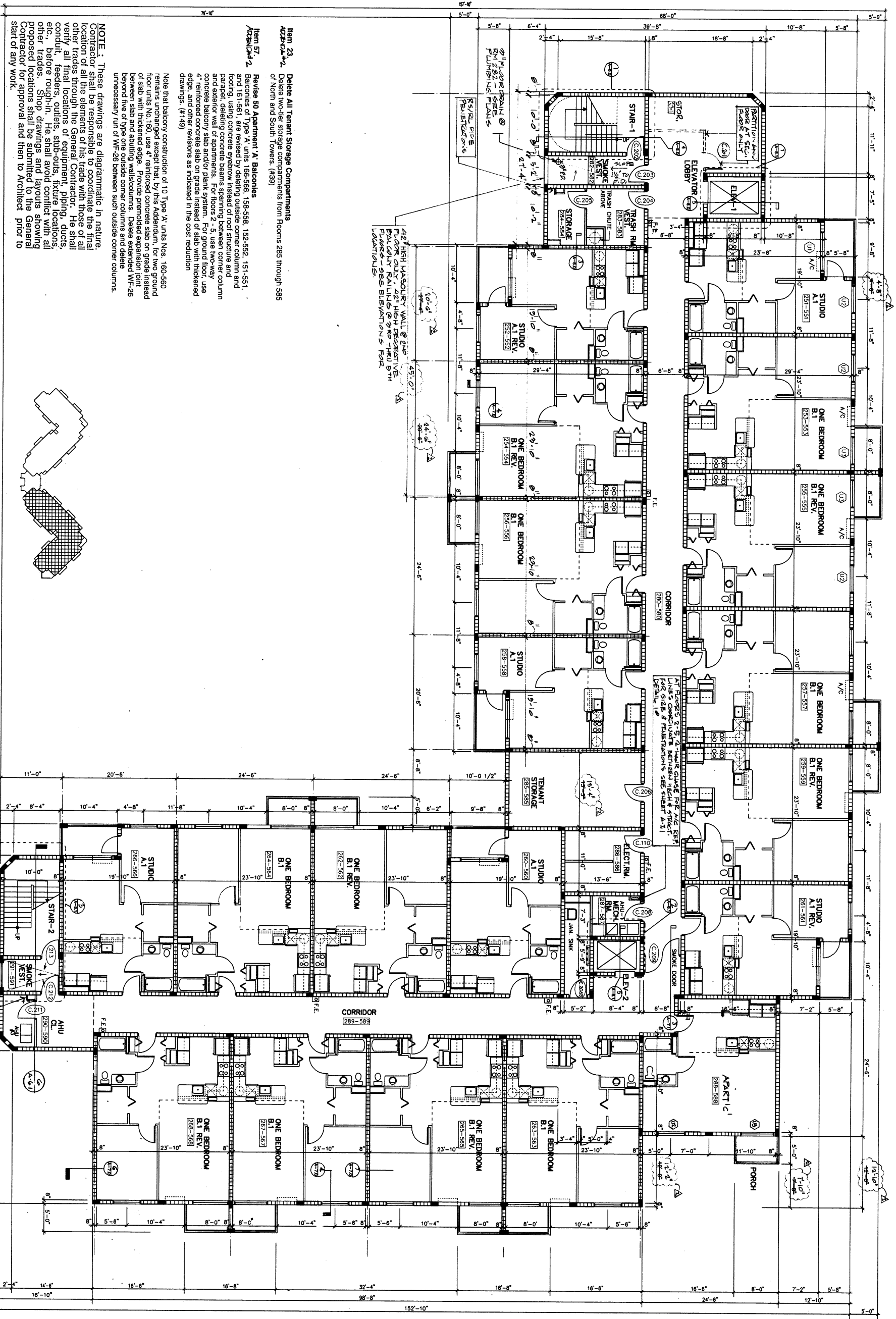
DATE	ISSUE/REVISION
7/7/04	RPI
7/17/04	DMC
7/30/04	RPI 2
8/7/03	OK

NO. HASKELL COMPANY, INC. reserves the right to make changes to this drawing without notice. The user of this drawing shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

OWNER: JUM
DATE: 4/11/04
PROJECT: 41186201

TOWER TWO FIRST FLOOR PLAN & WALL TYPES

A-110-2
SHEET NUMBER

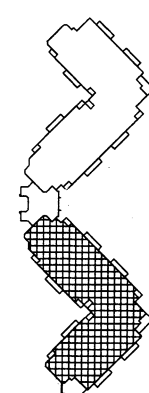


NOTE: These drawings are diagrammatic in nature. Contractor shall be responsible to coordinate the final location of all the elements of his trade with those of all other trades through the General Contractor. He shall verify all final locations of equipment, piping, ducts, conduit, feeders, outlets, sub-panels, fixture locations, etc., before rough-in. He shall avoid conflict with all other trades. Shop drawings and layouts showing proposed locations shall be submitted to the General Contractor for approval and then to Architect prior to start of any work.

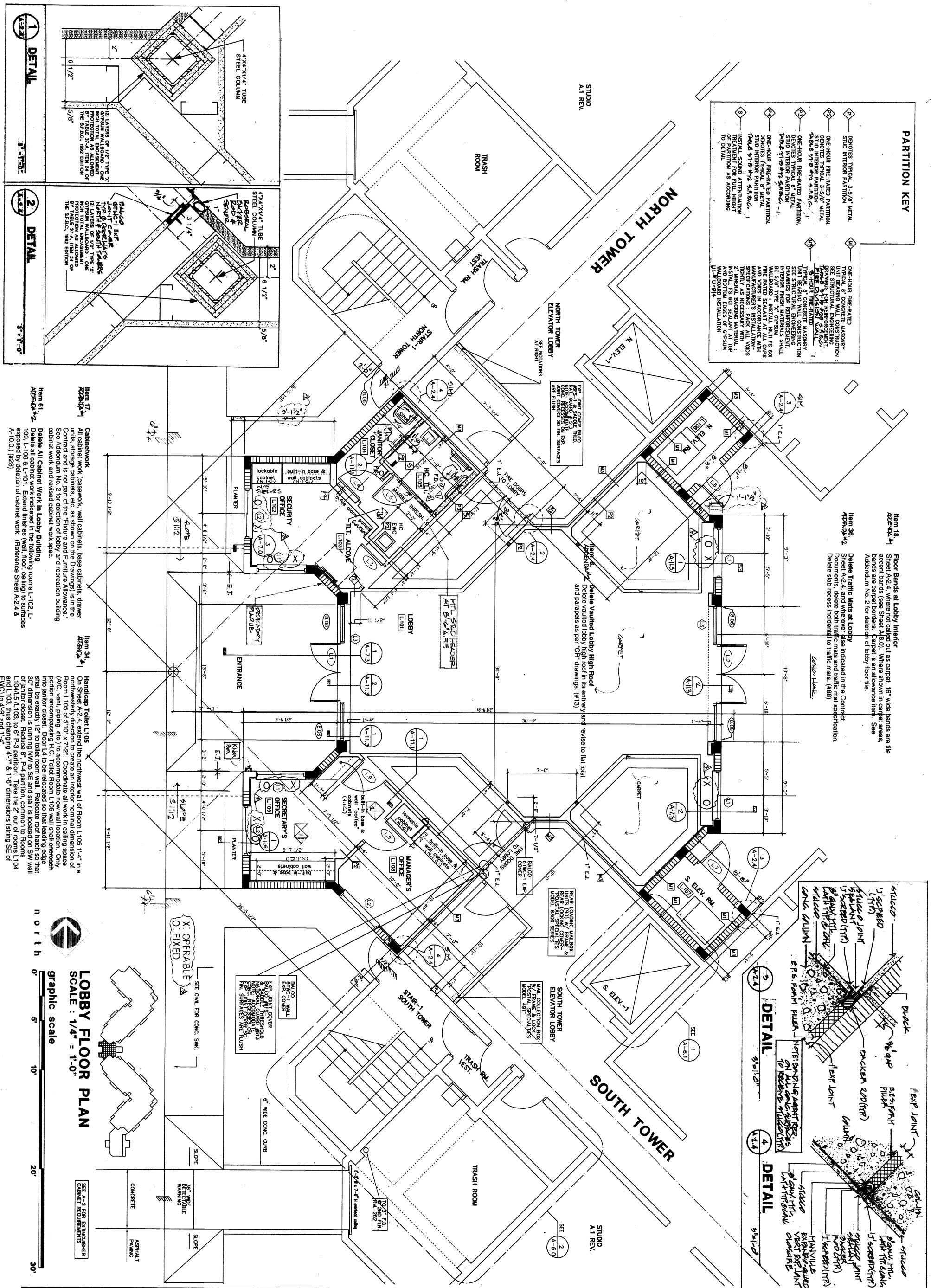
- Item 23:** Delete All Tenant Storage Compartments of North and South Towers. (#39)
- Item 57:** **Revise 50 Apartment 'A' Balconies**
Balconies of Type 'A' units 166-566, 158-558, 152-552, 151-551, and 161-561, are revised by deleting outside corner column and parapet, using concrete eyebrow instead of roof structure and exterior wall of apartments. For floors 2-5, use two-way concrete balcony slab and/or plank system. For ground floor, use 4" reinforced concrete slab on grade instead of slab with thickened edge, and other revisions as indicated in the cost reduction drawings. (#149)

Note that balcony construction of 10 Type 'A' units Nos. 160-560 remains unchanged except that, by this Addendum, for two ground floor units No. 160, use 4" reinforced concrete slab on grade instead of slab with thickened edge. Provide precast expansion joint between slab and abutting wall/columns. Delete extended WF-26 unnecessary run of WF-26 between such outside corner columns.

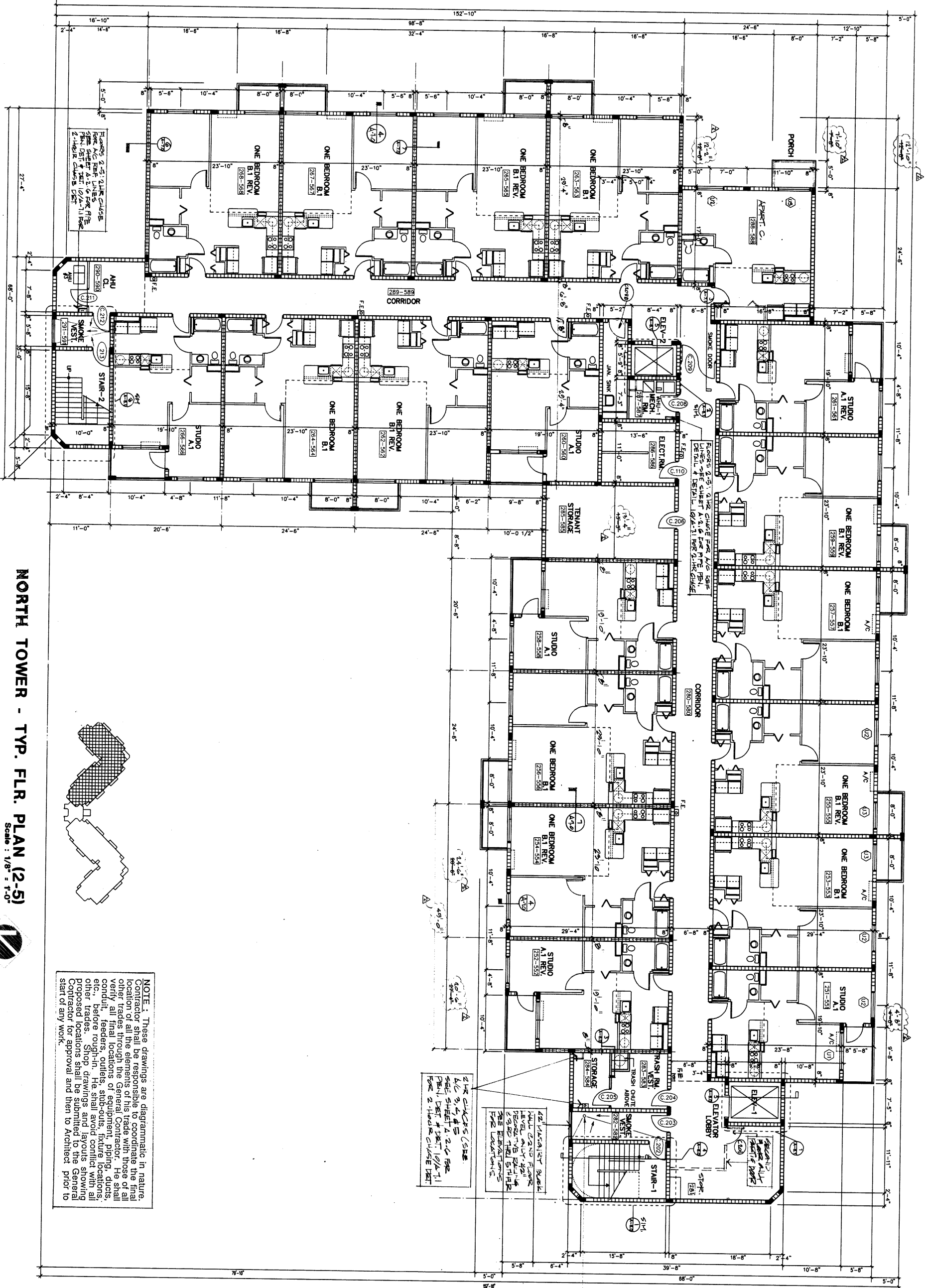
SOUTH TOWER - TYP. FLR. PLAN (2-5)
Scale: 1/8" = 1'-0"
graphic scale
North 0' 5' 10' 20' 40' 60'



<p>FRIMET DESIGN ASSOC.</p>	<p>Pembroke Pines Senior Complex Senior Residences 401 N.W. 103 AVE. 33026 Pembroke Pines, Florida</p>	<p>GENERAL NOTES</p> <ol style="list-style-type: none"> 1 THIS PRINT IS AN INSTRUMENT OF SERVICE ONLY AND IS THE PROPERTY OF THE ARCHITECT. 2 WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. 3 CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. 4 ATTENTION IS DIRECTED TO PROVISIONS IN ALL DOCUMENTS APPROPRIATE GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTOR RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS. 5 IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. 6 CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES OR ORDINANCES OF REGULATORY AGENCIES. 																																																																																																																																																																																																																																																																																				
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NOTE: These drawings are diagrammatic in nature. Contractor shall be responsible to coordinate the final location of all the elements of his trade with those of all other trades through the General Contractor. He shall verify all final locations of equipment, piping, ducts, conduit, feeders, outlets, sub-outs, fixture locations, etc., before rough-in. He shall avoid conflict with all other trades. Shop drawings and layouts showing proposed locations shall be submitted to the General Contractor for approval and then to Architect prior to start of any work.

2 LINE CHASES (SEE SHEET A-2.3 FOR DETAIL) FOR 2-HOLE CHASE DET

22' WALKWAY BACK HALL AND FLOOR LEVEL ONLY - SEE GENERAL NOTES REGARDING THE ELEVATIONS

3/4\"/>

NORTH TOWER - TYP. FLR. PLAN (2-5)
 Scale: 1/8" = 1'-0"
 graphic scale
 60' 40' 20' 10' 5' 0' north

Pembroke Pines Senior Complex
Senior Residences
 601 N.W. 103 AVE. 33026
 Pembroke Pines, Florida

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GENERAL NOTES

- THIS PRINT IS AN INSTRUMENT OF SERVICE ONLY AND IS THE PROPERTY OF THE ARCHITECT.
- WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS.
- CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
- ATTENTION IS DIRECTED TO PROVISIONS IN AIA DOCUMENTS A201 GENERAL CONDITIONS ARTICLE 4 REGARDING CONTRACTORS RESPONSIBILITIES IN REGARD TO SUBMISSION OF SHOP DRAWINGS.
- IN THE EVENT THE ARCHITECT IS RETAINED TO APPROVE SHOP DRAWINGS, SUCH APPROVAL IS ONLY TO CHECK FOR CONFORMANCE WITH DESIGN CONCEPT AND WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS.
- CONTRACTORS SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF THE EXISTENCE OF ANY OBSERVED VARIATIONS BETWEEN THE CONTRACT DOCUMENTS AND THE APPLICABLE CODES OR ORDINANCES OF REGULATORY AGENCIES.

NO.	REVISION	NO.
10		
9		
8		
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3		
2	DIM. REVISED	A-15.26
1	CONSOLIDATED DRAWINGS	

FRIMET DESIGN ASSOC.

PROJECT NO. 910155ASB
 DATE 3/4/96
 DRAWN BY E.O.
 CHECKED BY J.M.C.
 SHEET NUMBER

A-2.3

All services shall be performed to maintain a clean, sanitary, and presentable condition at all times, consistent with the standards outlined in this Scope of Work.

Janitorial Inspection Checklist

Facility Name: _____ Pines Place _____
Location: _____ 8103 S. Palm Drive, Pembroke Pines, FL 33025 _____
Date: _____ June 3, 2026 _____
Inspector: _____ Jane Doe _____

Instructions

Inspect each area and mark:

- **✓ Acceptable** = Meets contract standards
- **✗ Deficient** = Does not meet standards (requires correction within 24 hours)

A. Restrooms

Item	Acceptable (✓)	Deficient (✗)	Comments
1. Toilets, sinks, and fixtures clean and sanitized	✓	<input type="checkbox"/>	
2. Floors clean (no debris, stains, or buildup)	✓	<input type="checkbox"/>	
3. Mirrors and dispensers clean and free of streaks	✓	<input type="checkbox"/>	
4. Supplies stocked (toilet paper, soap, towels)	<input type="checkbox"/>	✗	
5. No odor present	✓	<input type="checkbox"/>	
6. Fixtures free of buildup (no residue, scaling, or staining)	<input type="checkbox"/>	✗	
7. Floors properly disinfected (no visible grime or residue)	✓	<input type="checkbox"/>	

B. Floors and Carpets

Item	Acceptable (✓)	Deficient (✗)	Comments
8. Hard floors swept and mopped	✓	<input type="checkbox"/>	
9. No visible dirt, stains, or buildup	✓	<input type="checkbox"/>	
10. Carpets vacuumed	✓	<input type="checkbox"/>	
11. No visible spots or spills	✓	<input type="checkbox"/>	

C. Trash Removal

Item	Acceptable (✓)	Deficient (✗)	Comments
12. Trash receptacles emptied	✓	<input type="checkbox"/>	
13. Liners replaced	✓	<input type="checkbox"/>	
14. No overflow or debris present	✓	<input type="checkbox"/>	

D. Common Areas / General Cleaning

Item	Acceptable (✓)	Deficient (✗)	Comments
15. Surfaces free of dust and debris	✓	<input type="checkbox"/>	
16. Furniture clean and orderly	<input type="checkbox"/>	✗	
17. Glass and entryways clean	✓	<input type="checkbox"/>	
18. No visible trash or debris	<input type="checkbox"/>	✗	
19. Walls free of marks, smudges, and stains	✓	<input type="checkbox"/>	
20. Baseboards clean and free of dust and buildup	✓	<input type="checkbox"/>	

E. High-Touch Surfaces

Item	Acceptable (✓)	Deficient (✗)	Comments
21. Door handles and push plates cleaned	✓	<input type="checkbox"/>	
22. Railings and handrails cleaned	✓	<input type="checkbox"/>	
23. Elevators (buttons, walls, tracks) cleaned	✓	<input type="checkbox"/>	

F. Exterior / Entry Areas (if applicable)

Item	Acceptable (✓)	Deficient (✗)	Comments
24. Entryways clean and free of debris	✓	<input type="checkbox"/>	
25. Exterior trash removed	✓	<input type="checkbox"/>	

G. Inspection Summary

- **Total Items Inspected:** 25
- **Total Acceptable:** 21
- **Total Deficient:** 4

Performance Score = (Acceptable ÷ Total) × 100 = 84 %

H. Deficiencies Requiring Correction (Within 24 Hours)

Item	Location	Description	Due Date	Corrected (Y/N)
Supplies stocked (toilet paper, soap, towels)	Restrooms			
Fixtures free of buildup (no residue, scaling, or staining)	Restrooms			
Furniture clean and orderly	Common Areas / General Cleaning			
No visible trash or debris	Common Areas / General Cleaning			

Inspector Signature: _____

Contractor Acknowledgment: _____



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

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

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

and

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

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

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

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

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



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

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

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

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

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

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

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

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

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



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

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

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

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

ARTICLE 3 **TERM AND TERMINATION**

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

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

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

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



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

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

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

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

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

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

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

Payment will be made to CONTRACTOR at:

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

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

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



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

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

ARTICLE 6

PAYMENT & PERFORMANCE BONDS

6.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a Payment Bond and a Performance Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bonds exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

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

6.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Payment Bond and Performance Bond in the public



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

ARTICLE 6

INDEMNIFICATION

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

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

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

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

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

ARTICLE 7

INSURANCE

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

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



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

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

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

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

7.6 REQUIRED INSURANCE

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

Yes No

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

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



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

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

Yes No

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

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

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

Yes No

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

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

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



Yes No

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

Yes No

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

Yes No

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

Yes No

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR’s completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years).* **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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



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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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



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

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

Yes No

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

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

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



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

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

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

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



ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES



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

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

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

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

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

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

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

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



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

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

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

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

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

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



ARTICLE 15
BANKRUPTCY

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

ARTICLE 16
MERGER; AMENDMENT

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

ARTICLE 17
DISPUTE RESOLUTION

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

ARTICLE 18
PUBLIC RECORDS

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

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

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

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



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

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

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

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

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

**ARTICLE 19
SCRUTINIZED COMPANIES**

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

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

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



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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

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

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

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



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

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

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

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

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

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

ARTICLE 21

EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

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

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

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



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

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

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

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

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

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

ARTICLE 22

FEDERAL REQUIREMENTS

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



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (25.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in



violation of the clause set forth in paragraph (25.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (25.4.1) of this section.

22.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (25.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (25.4.1) through (25.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (25.4.1) through (25.4.4) of this section.

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

22.16.1 **Prohibitions.**

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

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



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

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

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

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

22.16.2 **Exceptions.**

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

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

22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 25.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 25.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 25.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

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

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

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



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

ARTICLE 23 **MISCELLANEOUS**

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

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

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

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

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

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for



giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

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

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

CONTRACTOR {--Primary Contact Name---}, {---Primary Contact Title---}
 {--Company Name---}
 {--Street1---}, {---Street2---}
 {--City---}, {--State/Province---} ---Postal Code---
E-mail: {--E-mail---}
Telephone No: {--Phone---}
Cell phone No: {--Primary Contact Cell Phone Number---}
Facsimile No: {--Fax---}

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

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

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

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



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

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

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

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

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

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

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

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



City of Pembroke Pines

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

SIGNATURE PAGE FOLLOWS

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

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

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY 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	City Must Be Named as Certificate Holder	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL 30 DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE