



City of Pembroke Pines

AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES
AND KITCHEN GALLERY & DESIGN INC.

THIS AGREEMENT ("Agreement"), dated this 20th day of April, **2022** ("Effective Date") is entered into by and between:

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

and

KITCHEN GALLERY & DESIGN INC., a Limited Liability Company, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1595 Main Street, Weymouth, MA 02190** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **November 9, 2021**, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to **supply and install wood cabinets in the kitchens and bathrooms for the City of Pembroke Pines Housing Division's Apartments**, on an as-needed basis, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications ("RFQ") # CS-21-02
"Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division"

1.2 On **December 7, 2021**, the bids were opened at the offices of the City Clerk.



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1.3 On April 20, 2022, the CITY Commission approved a pool of responsive responsible firms deemed qualified to supply and install wood cabinets in the kitchens and bathrooms for the City of Pembroke Pines Housing Division's Apartments and authorized the negotiation of various agreements for the services herein required.

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

1.5 CONTRACTOR is one (1) of the qualified firms willing and able to supply and install wood cabinets in the kitchens and bathrooms for the City of Pembroke Pines Housing Division's Apartments on an as-needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR agrees to **supply and install wood cabinets in the kitchens and bathrooms for the City of Pembroke Pines Housing Division's Apartments** more particularly located at: **Pines Point**, 401 NW 103rd Avenue, Pembroke Pines, FL 33026, and 601 NW 103rd Avenue, Pembroke Pines, FL 33026; and, **Pines Place**, at Tower 1, 8103 S. Palm Drive, Pembroke Pines, FL 33025, at Tower 2, 8210 Florida Drive, Pembroke Pines, FL 33025, and Tower 3, 8203 S. Palm Drive, Pembroke Pines, FL 33025 (the "Properties"), on an as-needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement.

2.2 CONTRACTOR shall provide the Services as identified herein and in accordance with CITY's **RFQ # CS-21-02**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, incorporated herein and made a part hereof as **Exhibit "B"**.

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

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment/project and to receive price proposals from CONTRACTOR for such assignment/project. The CITY may assign an assignment/project to CONTRACTOR should the CITY find CONTRACTOR has sufficient

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availability and competitive pricing as it pertains to each individual assignment/project. In the event CONTRACTOR agrees to provide such Services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

2.5 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY in a timely fashion for approval prior to advertisement or implementation as may be applicable. The CONTRACTOR acknowledges time is of the essence in performance of this Agreement.

2.6 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. CONTRACTOR shall perform Services in accordance with the schedule provided by CITY, unless the Parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

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

2.8 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.

2.9 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.

2.10 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.



ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall provide the Services as required herein and in accordance with **Exhibit "A"**, for a **three (3)** year period which shall commence on the Effective Date of this Agreement and expire **three (3) years** thereafter.

3.2 This Agreement may be renewed for **one (1), additional, three (3) year term** upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

3.3 **Post Contractual Obligations.** In the event that the term of this Agreement expires and the CITY has already initiated an assignment/project pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rate provided, 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 **fourteen (14) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

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

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

3.5.2 CONTRACTOR becomes insolvent;

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

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

3.5.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under



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the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

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

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

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

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Compensation paid to CONTRACTOR for the provision of Services herein required shall be based on the unit pricing submitted by CONTRACTOR for each applicable assignment/project initiated by the CITY from time to time on an as needed as more specifically described in **Exhibit "A"**. CONTRACTOR shall be paid monthly upon issuance of final inspection for work that has been performed, completed, inspected, and properly invoiced.

4.2 The total amount of compensation for all Services performed during the initial term of this Agreement by the pool of qualified vendors shall not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**, the estimated annual amount for the pool of qualified vendors is anticipated to be **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00)**. The CONTRACTOR expressly recognizes that CONTRACTOR's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONTRACTOR and that Services will be assigned on an as needed assignment/project basis, within the pool of qualified vendors.

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

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



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

Kitchen Gallery & Design Inc.
1595 Main Street
Weymouth, MA 02190

4.4 The total compensation amount may not be exceeded without a written amendment to this Agreement. The CITY may retain/deduct five percent (5%) from monthly payments on an assignment/project until that project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins.

ARTICLE 5 **WARRANTY & WAIVER OF LIENS**

5.1 The CONTRACTOR warrants its products and the Services against faulty labor, defective material, and defect for a period of six (6) months from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects at no cost to the CITY. The six (6) month warranty period does not begin until completion of an assignment/project. The CONTRACTOR shall provide CITY with any applicable manufacture warranties for the materials and components provided hereunder.

5.2 Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason

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of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 7

INSURANCE

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

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

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

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



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

7.6 REQUIRED INSURANCE

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

Yes No

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

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

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

Yes No

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

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



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\$500,000 Disease – Each Employee

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

Yes No

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be



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no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x 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

x 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

x 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

x 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



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for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **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

x 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

x 7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) 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



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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**

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

ARTICLE 14 **DEFAULT OF CONTRACT & REMEDIES**

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

ARTICLE 15 **BANKRUPTCY**

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

ARTICLE 16 **MERGER; AMENDMENT**

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

ARTICLE 17 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly 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 contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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

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

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

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



ARTICLE 19 **SCRUTINIZED COMPANIES**

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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20 **EQUAL BENEFITS FOR EMPLOYEES**

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

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide



them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

- CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- CONTRACTOR is a governmental agency.

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

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

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

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

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

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 **MISCELLANEOUS**

22.1 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.

22.2 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.

22.3 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 five (5) 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.

22.4 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.

22.5 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,



City of Pembroke Pines

to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 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, Chero, 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: **Eric Ludvigsen, Owner/Lead Facilitator**
Kitchen Gallery & Design Inc.
1595 Main Street
Weymouth, MA 02190
E-mail: Eric@kgd-ma.com
Telephone No: (774) 205-9562

22.7 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.

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

22.9 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.

22.10 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



City of Pembroke Pines

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.

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

22.12 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.

22.13 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.

22.14 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.

22.15 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.

22.16 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK
May 4, 2022

BY:

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

013E807C191D4FF...

Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

BY:

Charles F. Dodge

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

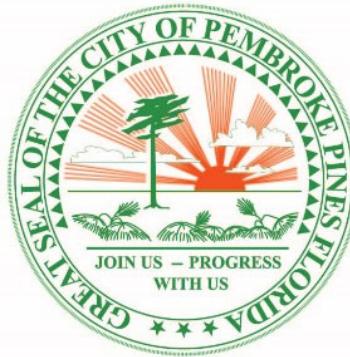
KITCHEN GALLERY & DESIGN INC.

Signed By:

Name: Christina Howell

Title: Owner

Exhibit "A"



Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division

Request for Qualifications # CS-21-02

General Information		
Project Cost Estimate	The City anticipates using approximately \$250,000 annually (\$100,000 for Pines Point and \$150,000 for Pines Place).	See Section 1.4
Project Timeline	Projects shall be on an as-needed basis, this contract shall be for an initial three year period with one additional three-year renewal.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Non-Mandatory Pre-Bid Meeting	10:00 a.m. on November 16, 2021 at the Meeting location will be at the Pines Place Tower 2 Lobby located at 8210 Florida Drive, Pembroke Pines, FL 33025	See Section 1.8
Question Due Date	November 22, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on December 7, 2021	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable.	Not Applicable
100% Payment and Performance Bonds	Not applicable at this point, however it will be required in the event any project exceeds \$200,000.	See Section 4.2
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



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- Attachment A: Non-Collusive Affidavit
- Attachment B: Sample Insurance Certificate
- Attachment C: Specimen Contract: Continuing Services Agreement
- Attachment D: Standard Release of Lien Form
- Attachment E: Pines Place Housing Plans
- Attachment F: Pines Point Housing Plans



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFQ # CS-21-02
Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, December 7, 2021. Proposals must be submitted electronically at <https://ppines.bonfirehub.com/>. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.



City of Pembroke Pines

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

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

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

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

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

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

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

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

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the CONTRACTOR, to supply and install wood cabinets in the kitchens and bathrooms for the City of Pembroke Pines Housing Division's Apartments on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation. The City's Housing Division includes the two following locations:

Facility	Building	Address	Apartments
Pines Point	Bldg. 401	401 N.W. 103 Avenue, Pembroke Pines, FL 33026	95
Residences	Bldg. 601	601 N.W. 103 Avenue, Pembroke Pines, FL 33026	95



City of Pembroke Pines

Pines Place Residences	Tower 1	8103 S. Palm Drive, Pembroke Pines, FL 33025	208
	Tower 2	8210 Florida Drive, Pembroke Pines, FL 33025	186
	Tower 3	8203 S. Palm Drive, Pembroke Pines, FL 33025	220
	Total		804

The City intends to establish a pool of contractors, in which the City will contact all of the contractors in the pool when a project arises to get a quote and a timeline to complete the requested project. The lowest, most responsive/responsible CONTRACTOR that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

The City shall prioritize project awards by price, availability, and turnaround time. In the event the lowest priced firm in the pool of contractors does not have the capacity or ability to accomplish a project within the required time frame, the City shall move to engage the next lowest priced CONTRACTOR with adequate availability and acceptable turnaround time.

Services shall be on an as-needed basis, therefore being part of the pre-qualified pool of contractors does not guarantee any work or selection for a project resulting from this bid.

After the pool of contractors has been established, the first project that the City intends to request pricing for includes approximately 10 apartments for Pines Point and 23 apartments for Pines Place, as summarized below:

Facility	Apartment Description	Kitchen Cabinets	Bathroom Cabinets
Pines Point Residences	1 - Bedroom (Small)	3	3
	1 - Bedroom (Large)	7	7
	1 - Bedroom (Studio)	0	0
Pines Place Residences	1 - Bedroom (Small)	18	0
	1 - Bedroom (Large)	2	0
	2 - Bedroom	3	0
Total		33	10

In addition, the City anticipates approximately 10 additional apartments for Pines Point and 25 additional apartments for Pines Place during the current fiscal year.

Furthermore, in certain occasions, the City may also request pricing from the Pool of Contractors for partial cabinet repairs, such as door replacements, or pricing to obtain materials only, in the event that the City decides to install cabinets in-house.

Please note that the City has a separate contract with a Contractor to install the Quartz Countertops.

1.3 SCOPE OF WORK



City of Pembroke Pines

The CITY will reach out to the contractors in the approved pool to obtain pricing and a timeline to complete the requested project. As a result, the lowest, most responsive and responsible contractor will be selected for each project.

As in all apartment complexes, the floor plan dimensions from apartment to apartment may vary slightly. CONTRACTOR is responsible for field verifying the measurements of each unit before ordering and manufacturing of materials to assure proper fit at installation.

Existing cabinet and top configurations may vary from the design documents (**Attachment E - Pines Place Housing Plans, & Attachment F - Pines Point Housing Plans**), in this bid package. In all such cases the new cabinets and tops shall match the design documents.

1.3.1 CABINETS AND VANITIES

The CONTRACTOR shall supply all required expertise, labor, tools, equipment, materials, and services required to provide a complete cabinet and vanity installation in accordance with the approved plans, specifications and interior finish schedules, City and Municipal codes and regulations and satisfactory to the CITY. The work shall include, but shall not necessarily be limited to, the following:

1. The CONTRACTOR shall prepare shop drawings for each unit type based on the architectural layouts. Such shop drawings shall be submitted to the CITY's PROJECT MANAGER for approval. No manufacturing of the cabinets and vanities shall commence until the shop drawings have been approved and returned to the CONTRACTOR.
2. The CONTRACTOR shall provide all cabinets and vanities for all units in accordance with the plans and specifications, highest quality and workmanship standards and to the satisfaction of the CITY.
3. The dishwashers in all units are being removed as they become inoperable, or when the cabinets are replaced. CONTRACTOR's bid submittals shall allow for a 24" base cabinet in lieu of leaving a space for a dishwasher.
4. The CONTRACTOR shall remove any existing kitchen or bathroom plumbing and leave onsite for CITY. CONTRACTOR shall remove cabinets, vanity and tops from Pines Point and Pines Place and shall properly dispose of materials from both locations in the dumpster provided at Pines Place: 8210 Florida Drive, Pembroke Pines, FL 33025.
5. The CONTRACTOR shall site measure each unit to ensure that the dimensions will be compatible with the approved cabinet layouts. Any variances are to be immediately reported to the CITY's PROJECT MANAGER.



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6. The CONTRACTOR shall confirm that all electrical within the cabinet layout is correctly positioned for the purpose intended. Any variances are to be immediately reported to the CITY's PROJECT MANAGER.
7. The CONTRACTOR shall confirm that all roughed-in plumbing for kitchen sinks, vanity basins and toilets are correctly positioned for the purpose intended. Any variances are to be immediately reported to the CITY's PROJECT MANAGER.
8. The CONTRACTOR shall confirm that all cabinets and vanities within each unit will be installed so as not to project into the area required for door jambs and casings. Any variances are to be immediately reported to the CITY's PROJECT MANAGER.
9. The CONTRACTOR shall provide all cut outs for plumbing and electrical trades as required and seal around all cabinet penetrations.
10. All cabinets to be installed to allow for equal sized fillers where possible. Include all filler and joiner strips for cabinet faces for a tight fit to all adjacent surfaces. All exposed edges of cabinet material to be edge taped and sealed. Include all filler under upper cabinets as required, matching color caulking, and toe kick installed and sealed as needed.
11. The CONTRACTOR shall design and manufacture the cabinets and vanities with adequate support for all quartz countertops including projecting countertops such as eating bars or vanity pork chops not directly supported by a cabinet.
12. The CONTRACTOR shall ensure that all wall-hung cabinets are attached directly to the framing members and shall install white plastic caps over all supporting screws on the inside of wall hung cabinets.
13. The CONTRACTOR shall complete with all base cabinets, uppers, backs, gables, cabinet tops and bottoms, base kicks toe kicks, cabinet shelving, adjustable shelving, doors and drawer fronts and all accessories. Such as, drawer hardware and slides, door and drawer handles etc. all for a complete installation. Cabinet gables will be the same finish as the cabinet door.
14. Following the complete installation of all Cabinets, Vanities and Counter tops for each unit, the CONTRACTOR shall inspect each installation to ensure all:
 - a. Cabinets, Vanities are complete
 - b. Cabinet and Vanity adjustable shelving has been installed
 - c. Cabinet and Vanity drawers operate smoothly
 - d. Cabinet and Vanity doors have been installed plumb and are properly adjusted



- e. All required Cabinet, Vanity and Counter Top touch-ups have been completed
- f. Caulking has been completed all around cabinetry and backsplash to wall and countertops

15. The CONTRACTOR shall fill and/or touch-up any minor imperfections or damage on the finished cabinets and vanities following installation to ensure a high quality "furniture" finished product.

1.3.2 CABINET SPECIFICATIONS

- 1. All cabinet boxes are to be frameless and constructed of $\frac{3}{4}$ " (three quarter inch) plywood glued and screwed.
 - a. The sides and bottom shall be of $\frac{3}{4}$ " (three quarter inch) plywood construction with white HPL interior.
 - b. The back shall be $\frac{1}{4}$ " (one quarter inch) finished plywood, dadoed into sides and bottom.
 - c. Exterior edges to be banded in coordinating color depending on apartment location
- 2. Doors to be $\frac{3}{4}$ " (three quarter inch) plywood.
 - a. Interior finished with white HPL.
 - b. Door faces to be laminated on outside and edge banded with Wilsonart # 7957K-78 or Wilsonart # 6206-43 depending on apartment location.
 - c. Hinges to Blum type 70M2550.TL 100 Degree CLIP Hinge, Free Swing, Full Overlay
- 3. Drawer Boxes are to be constructed of $\frac{1}{2}$ " plywood with finished interior glued and box nailed.
 - a. Bottoms shall be dadoed in all 4 sides. Bottoms to be $\frac{1}{4}$ " (one quarter inch) finished plywood.
- 4. Drawer faces are to be $\frac{3}{4}$ " (three quarter inch) plywood finished and edge banded with coordinating color depending on apartment location.
- 5. Drawer guides to be soft close 20 in. Full Extension Side Mount Ball Bearing Drawer Slide.
- 6. All door and drawers to be fitted with Richelieu Functional Steel Pull – 332 PN: 33205195.
- 7. Shelving for all cabinets to be $\frac{3}{4}$ " plywood finished both sides with white HPL and edge banded with matching color.
 - a. Shelving to be adjustable via metal shelf pins.



8. Time is considered to be of the essence and the CONTRACTOR agrees not to cause undue delay to the CITY's PROJECT MANAGER's schedule of construction.

1.3.3 GENERAL CONDITIONS

1.3.3.1 WORK

The term "Work" includes all labor, materials, equipment and services required of the CONTRACTOR, as shown, described or inferred in the Contract Documents. The CONTRACTOR is only to use its own forces and/or CITY / CITY's PROJECT MANAGER approved sub-trades to undertake the Work. The CONTRACTOR may not sub out further work without the prior written consent of the CITY's PROJECT MANAGER, such consent to be granted at the discretion of the CITY.

1.3.3.2 PERFORMANCE STANDARDS, LICENSES, AND INSPECTIONS

The CONTRACTOR agrees to do all work in accordance with the plans, specifications, and performance standards and in accordance with good building practice, any and all city, county and federal laws and codes pertaining thereto and to the satisfaction of the CITY. The CONTRACTOR further agrees to obtain all licenses required in connection with his work and to inform the CITY's PROJECT MANAGER of the date and time work will be ready for inspection as well as nature of the inspection.

1.3.3.3 GENERAL SITE MAINTENANCE

1. The CONTRACTOR shall clean up, remove, and dispose of all debris associated with this work to the dumpster provided by CITY. Maintain cleanliness of the property at all times.
2. All work, including start-up of equipment, is to be performed during regular working hours as specified by the CITY's PROJECT MANAGER, unless approved otherwise.
3. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by CONTRACTOR's own work forces.

1.3.3.4 GENERAL RESPONSIBILITIES

1. The CONTRACTOR is responsible to familiarize themselves with the site and point out any potential problems before starting the job.



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2. The CONTRACTOR shall be responsible to supply and maintain all required temporary lighting and/or extension cords required to perform his work. The CITY shall provide an electrical service within CONTRACTOR's work area.
3. The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Project Schedule, as revised from time to time by the CITY'S PROJECT MANAGER.
4. Provide all necessary equipment and personnel required for off-loading handling and distribution of the CONTRACTOR's materials.
5. Provide additional labor for overtime and Saturday work as required from time to time to comply with Project Schedule at no additional cost to the CITY.
6. Provide all necessary temporary facilities necessary to carry out this work. Obtain permission from the CITY's PROJECT MANAGER prior to locating any temporary facilities on site. Erection of any sign on the site by the CONTRACTOR or its Sub-CONTRACTORS is not allowed without permission from the CITY's PROJECT MANAGER.
7. Cooperate with other trades to ensure a smooth and safe flow of work. Provide a plan detailing sequencing of work to the CITY's PROJECT MANAGER.
8. The CONTRACTOR agrees that the CITY is not responsible for fire, theft, loss and/or vandalism of any of the CONTRACTOR's tools, equipment, materials, supplies and/or work in progress.
9. It is the intent of this contract to be complete and functional in all respects meeting all applicable codes and requirements and to the final approval of local governing authorities having jurisdiction.
10. The CONTRACTOR confirms that CONTRACTOR is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the CITY is relying on this expertise.
11. Should there be any conflict between the terms and conditions of this contract and the CONTRACTOR's quotation, the contract terms and conditions shall apply.

1.3.4 CERTIFICATION OF WORK COMPLETION



1.3.4.1 ACCEPTANCE OF WORK

1. Upon completion of work, the CONTRACTOR shall request the CITY's PROJECT MANAGER to perform an inspection.
2. The CITY's PROJECT MANAGER will accept the work if it has been satisfactorily completed by the CONTRACTOR.

1.3.4.2 CORRECTION OF WORK

1. If work has not been completed satisfactorily, the CITY's PROJECT MANAGER will reject the work.
2. The CONTRACTOR shall promptly correct all work that fails to pass inspection or fails to conform to the project documents and is rejected by the CITY.
3. The CONTRACTOR shall bear all costs of correcting such rejected work.

1.3.4.3 UNCOVERING OF WORK

1. If any portion of the work should be covered contrary to the request of the CITY or to requirements specifically expressed in the project request, it shall, if requested in writing, be uncovered for observation and shall be replaced at the CONTRACTOR's expense.
2. If any other portions of the work have been covered which the CITY has not specifically requested to observe prior to being covered, the CITY may request to see such work and it shall be uncovered by the CONTRACTOR.
 - a. If such work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall be charged to the CITY.
 - b. If such work is found not to be in accordance with the contract documents, the CONTRACTOR shall pay such cost unless it is found that this condition was caused by the CITY or a separate contractor, in which case the CITY shall be responsible for payment of cost.

1.3.5 WARRANTY

The CONTRACTOR shall warranty all workmanship and products installed within this scope for a minimum of 6 month from date of installation.

1.3.6 MANAGEMENT OF THE POOL OF CONTRACTORS



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1. The CITY shall use this solicitation to establish a pool of qualified contractors and enter into separate agreements with each firm.
2. From time to time, as projects arise, the CITY shall reach out to all firms in the pool to request pricing on a project-by-project basis.
3. Each project request shall include a specific project scope and time for completion.
4. The Contractors shall respond to the CITY's request by the date specified on the email.
5. If a site visit is scheduled, the time and location will be identified in the email.
6. Project quotes shall include the all-inclusive cost for the project. The CITY shall not pay any additional costs associated with the project, unless unforeseen issues are discovered and discussed with the CITY's PROJECT MANAGER.
7. The CITY shall prioritize project awards by price, availability, and turnaround time.
8. In the event the lowest priced contractor in the pool does not have the capacity or ability to accomplish a project within the requested time frame, the CITY shall move to engage the next lowest priced firm with adequate availability and acceptable turnaround time.
9. The CITY will issue a work order and a purchase order to the CONTRACTOR. Upon receipt, the CONTRACTOR shall commence work on the schedule agreed upon by the CITY and the CONTRACTOR.
10. No work shall commence until receipt of the purchase order by the CONTRACTOR.
11. The CONTRACTOR shall obtain prior written approval by the CITY for all changes in costs due to additions, deletions, revision, or other changes to the scope of work from the original project before commencing any additional work, or eliminating any work included in the previously approved scope of work.
12. Should a CONTRACTOR decline to bid on two projects within a twelve month period, their contract may be terminated, at the sole discretion of the CITY.
13. The CONTRACTOR's invoices shall be submitted on a per-project basis and clearly indicate the CITY's purchase order number.



14. Services shall be on an as-needed basis, therefore being part of the pre-qualified pool of contractors does not guarantee any work or selection for a project resulting from this solicitation.

1.4 PROJECT COST ESTIMATE & TIMELINE

A Pool of Contractors will be selected for projects on an as-needed basis, the contract will be utilized by Pines Point and Pines Place Housing Divisions with an estimated aggregate annual amount of \$250,000 (approximately \$100,000 for Pines Point and \$150,000 for Pines Place). Staff does not have individual project costs estimates at this time. This contract shall be for an initial three year period with one additional three-year renewal. In addition, the City may also re-solicit these services to replace or expand the pool of contractors at any time.

Please note that the City will waive all City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees) related to this project. Any related State or County fees, for the aforementioned permits, will be paid by the City.

In addition, the City shall cover the cost for any other permit fees related to external entities through the City's Owner's Contingency for this project, **therefore proposers should not include permit costs in their total proposal price.**

1.4.1 PERMIT, LICENSE, IMPACT OR INSPECTION FEES

With the exception of the City related permit, license, impact or inspection fees (including the Building Department and Engineering Department Permit Fees), which will be waived for this project, the City does not anticipate any additional permit, license, impact or inspection fees for this project.

1.5 PROPOSAL SUBMISSION

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

1.5.1 Proposal Requirements

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

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



Tab 1 - Experience and Ability (35 points):

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

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
6. Do you have a minimum of two (2) years of experience? Please provide proof of such experience.
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
10. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
11. Explain the ability and experience of the field staff with specific attention to project related experience.
12. Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
13. Are you endorsed or certified by any relevant trade associations?
 - a. Can you provide evidence of your endorsement or certification?

Tab 2 - Previous Experience / References Form (30 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the three 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.



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1. What similar or related projects have you worked on within the past three years?
2. What challenges did you face and how did you overcome them?
3. How many of your clients are repeat clients?
4. How much of your revenue is derived from managing projects similar to ours?
5. **References Form:** In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. Details should include the following:
 - a. **References Contact Information**
 - i. Name of Firm, City, County or Agency
 - ii. Address
 - iii. Contact Name
 - iv. Contact Title
 - v. Contact E-mail Address
 - vi. Contact Telephone #
 - b. **Project Information**
 - i. Name of Contractor Performing the work
 - ii. Name and location of the project
 - iii. Nature of the firm's responsibility on the project
 - iv. Project duration
 - v. Completion (Anticipated) Date
 - vi. Size of project
 - vii. Cost of project
 - viii. Work for which staff was responsible
 - ix. Contract Type
 - x. The results/deliverables of the project

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

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

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



2. **Supply Chain:**
 - a. Can you describe the extent of your relationship with your subcontractors?
 - b. How do you vet subcontractors?
 - c. Have you ever had a problem with a subcontractor or raw material supplier that threatened the budget or timeline of a project?
 - i. How did you handle the situation?
 - d. How many suppliers do you source your equipment and materials from?
 - e. What protocols do you have in place to mitigate potential supply chain disruptions?
3. **Quality:**
 - a. How do you ensure the quality of your services?
 - i. What criteria do you use to measure your quality?
 - b. Tell me about a time when you went over budget or the project timeline was delayed.
 - i. How did you handle the situation?
4. **Backlog Value:**
 - a. What is your current backlog value?
 - b. Are those projects similar to this project or are they a mix of construction projects?
 - c. Over the past three years, what was your highest and lowest backlog value?
 - d. When your backlog value is high, how do you prioritize your time to ensure each project is managed properly?
 - e. Based on your current backlog value, how would my project be prioritized?
5. **Workload & Schedule:**
 - a. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
 - b. Provide the recent, current, and projected workload of the firm.
 - c. How would you organize this project in terms of milestones?
 - d. How do you handle unforeseen issues when they arise?
 - e. Do you work on multiple projects at the same time?
 - i. If so, how can you guarantee this will not negatively affect the City's project?

1.5.2 Other Completed Questionnaires:

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

1.5.3 Other Completed Documents:

1. Attachment A: Non-Collusive Affidavit



1.5.4 Additional Information

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

1.6 VENDOR REGISTRATION DOCUMENTS

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

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Local Vendor Preference Certification

1.6.6 Local Business Tax Receipts

1.6.7 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).



- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.8 Equal Benefits Certification Form

1.6.9 Vendor Drug-Free Workplace Certification Form

1.6.10 Scrutinized Company Certification

1.6.11 E-Verify System Certification Statement

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

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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

Criteria	Points
Experience and Ability	35 points
Previous Experience / References Form	30 points
Firm's Understanding and Approach to the Work	30 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points*



of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to award a pool of contractors for projects on an as-needed basis. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	November 9, 2021
Non-Mandatory Pre-Bid Meeting	10:00 a.m. on November 16, 2021
Question Due Date	November 22, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	November 25, 2021
Proposals will be accepted until	2:00 p.m. on December 7, 2021
Proposals will be opened at	2:30 p.m. on December 7, 2021
Evaluation of Proposals by Staff	December 2021
Recommendation of Contractor to City Commission award	January 2022

1.8.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT



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There will be a non-mandatory scheduled pre-bid meeting on **November 16, 2021 at 10:00 a.m.** Meeting location will be at the Pines Place Tower 2 Lobby located at 8210 Florida Drive, Pembroke Pines, FL 33025.

Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before 2:00 p.m. on December 7, 2021.

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

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

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

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

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	<p>The specifications state that the cabinet doors and drawer fronts shall be plywood.</p> <p>Can we use melamine instead of plywood? In our experience, making the doors in plywood is more work as they would need to be covered with formica and also the plywood can be warped. We generally don't use plywood for doors. We recommend using solid wood, MDF or melamine instead.</p>
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Answer	The City prefers plywood for the doors and drawer fronts. When submitting pricing for specific projects, contractors shall provide a base price using plywood, however they may also submit alternative pricing that may be considered. Contractors shall clearly identify any alternatives that are being proposed in lieu of the specified items.
Question # 2	Drawings of Pines Point Residences shows that the Kitchen Upper Cabinets Doors goes to the ceiling, however on site the visit we saw doors with a big valance on top; please confirm which design we need to follow.
Answer	There is a valance that will remain in place. The new cabinets will butt to the existing valance. The valance will need to be resurfaced with color matched (cabinet color) Formica.
Question # 3	Pines Point Residence Drawings shows a removable bathroom base cabinet for Studio and Small 1 Bed Apartments, however on the site visit we saw just a sink with counter supported with 1 wood leg. Please confirm if the removable base cabinet still needed?
Answer	No, the removable base is not needed.



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

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

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



City of Pembroke Pines

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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

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

Yes No

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

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



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Yes No

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

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

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

Yes No

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

Yes No

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

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

Yes No

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



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Yes No

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

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

Yes No

2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

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

Yes No

2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



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completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

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

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

Yes No

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

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

Yes No

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



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the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

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

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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

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

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

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

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

3.9 SAMPLES

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

3.10 ESTIMATED QUANITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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



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unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

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

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

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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



City of Pembroke Pines

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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

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

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

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



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

Patent and Copyright Indemnification:

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

3.28 DEFAULT PROVISION

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

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT



City of Pembroke Pines

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

3.31 SCRUTINIZED COMPANIES LIST

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

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

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

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

2. Is engaged in business operations in Syria.

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law,

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

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

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

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR



City of Pembroke Pines

ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

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

3.34 CONE OF SILENCE

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

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

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

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

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

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

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



(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

- a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply 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.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Not applicable.

4.2 PAYMENT AND PERFORMANCE BONDS

In the event that any project exceeds \$200,000, the City will notify the vendor and request the vendor to provide the additional cost for the Payment & Performance Bonds. The City will also provide an allowance for the Payment and Performance Bond and reimburse the contractor for said cost.

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, 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 Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in

accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

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 contract price.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

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

4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the



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contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

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

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

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

subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

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

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

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



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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

Companies providing coverage

COVERS

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/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	Must Include General Liability				
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	policy <input type="checkbox"/> project <input type="checkbox"/> loc					
	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO	SAMPLE CERTIFICATE				
	ALL OWNED AUTOS					
	SCHEDULED AUTOS					
HIRED AUTOS						
NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY					
	OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$
	<input checked="" type="checkbox"/> DEDUCTIBLE				AGGREGATE	\$
RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHR
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

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

City Must Be Named as Certificate Holder

MAIL 30 DAYS WRITTEN LEFT.

AUTHORIZED REPRESENTATIVE



City of Pembroke Pines

CONTINUING SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, 2021
by and between:

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

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Corporate_Address_Line_1», «Vendor_Corporate_Address_Line_2» (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 provide «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.

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1.3 On _____ 2021, the CITY Commission approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements for an initial **«Initial_Contract_Length»** term.

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

1.5 CONTRACTOR is one of the **«Number_of_Vendors_in_the_Pool»** highest ranked qualified firms referenced above and is willing and able to perform such **«Service_Description»** for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or "Agreement").

1.6 The purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen, from the pool of contractors, from a request to submit a bid on a specific project.

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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide goods and/or services to the City for specified projects as may be identified by CITY from time to time in CITY's sole discretion (the "Services") all of which shall be the subject of this Agreement. CITY makes no representation to CONTRACTOR of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY.

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's **«Solicitation_Type_Abbreviation»** and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the prices and terms contained therein.

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

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



City of Pembroke Pines

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

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

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

2.7 In the event the CONTRACTOR requires the services of any subconsultants /subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must secure the prior written approval of the CITY.

2.8 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 CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

2.9 No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall provide the Services as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**, and according to the estimated schedule contained in **Exhibit "A"**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, 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, 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»** days of written notice by the

***City of Pembroke Pines***

terminating party to the other party 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 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 3.5.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than fifteen (15) days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 3.5.2 CONTRACTOR becomes insolvent;
- 3.5.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 3.5.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 3.5.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 3.5.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 3.5.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 3.5.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Services hereunder shall be based on the as-needed services provided and governed by **«Solicitation Title»** program subject to the applicable rules and regulations governing those programs. Upon delivery, the CITY shall make final inspection of the Services rendered. If this inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted

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by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

4.2 If any of the Services is required to be rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY. CITY shall pay CONTRACTOR monthly in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.

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

ARTICLE 5 **GUARANTEE OF SERVICES**

5.1 CONTRACTOR warrants and guarantees that the Services provided, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of one hundred and eighty (180) days or the time designated in the standard factory warranty or the time designated in **Exhibit "A"**, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 6 **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its 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 attorneys' 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.

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

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

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

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

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of 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



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the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

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

Yes No

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

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

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 of Pembroke Pines

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 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 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*



City of Pembroke Pines

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 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



City of Pembroke Pines

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

Yes No

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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

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.



City of Pembroke Pines

- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property 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

***City of Pembroke Pines***

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**



City of Pembroke Pines

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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

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.

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

17.1 **Operations During Dispute.**

17.1.1 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.

17.1.2 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

***City of Pembroke Pines***

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.

17.1.3 Notwithstanding the other provisions in this Section, 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 calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18 **PUBLIC RECORDS**

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

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

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

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

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

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

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



City of Pembroke Pines

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

ARTICLE 19
SCRUTINIZED COMPANIES

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

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

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

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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

*City of Pembroke Pines*

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



City of Pembroke Pines

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) 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



City of Pembroke Pines

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 **MISCELLANEOUS**

22.1 **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.

22.2 **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.

22.3 **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.

22.4 **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



City of Pembroke Pines

unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **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.

22.6 **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:

Copy To: Samuel S. Goren, City Attorney
Goren, Cheroft, 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 «Vendor_Contact_Title»
 «Vendor_Name»
 «Vendor_Physical_Contact_Address_Line_1»
 «Vendor_Physical_Contact_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

22.7 **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.



City of Pembroke Pines

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

22.9 **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.

22.10 **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.

22.11 **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, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **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.

22.13 **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.

22.14 **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.

22.15 **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.

22.16 **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.



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: _____

CHARLES F. DODGE, CITY MANAGER

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

Signed By: _____

Name: _____

Title: _____



City of Pembroke Pines

Attachment D

FINAL/PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of \$ **[Payment Amount]** and other valuable consideration, paid by **City of Pembroke Pines**, receipt of which is hereby acknowledge, hereby releases and quit claims to the said **[Contractor Name]** its successors and assigns, and

City of Pembroke Pines

The owner, all liens, lien rights, claims and demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

**[Description]
PO #: [PO #]**

Invoice #: [Invoice #]

On account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for:

CONTRACTOR

[NAME OF CONTRACTOR]

Witnesses:

BY: _____

Print Name

Print Name:

Print Name

Title:

Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

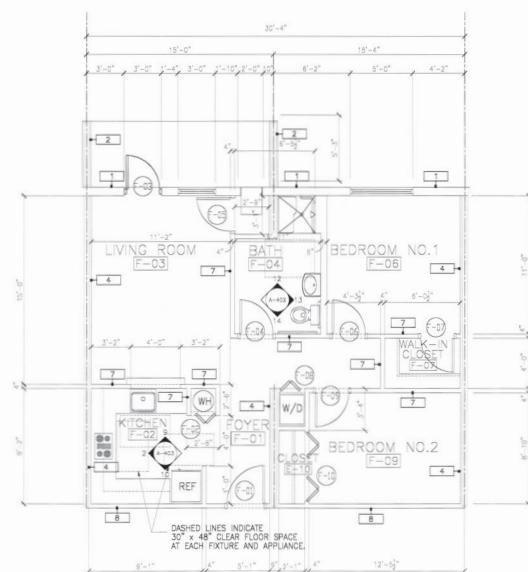
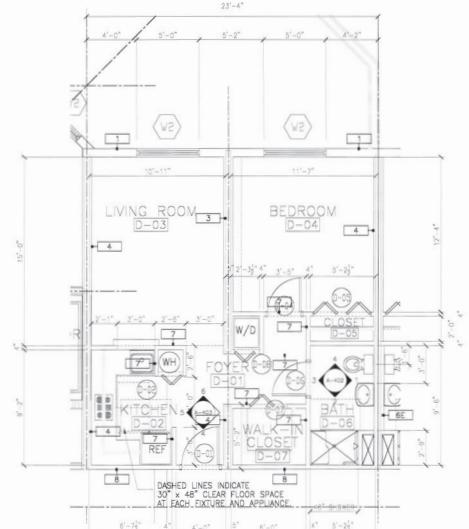
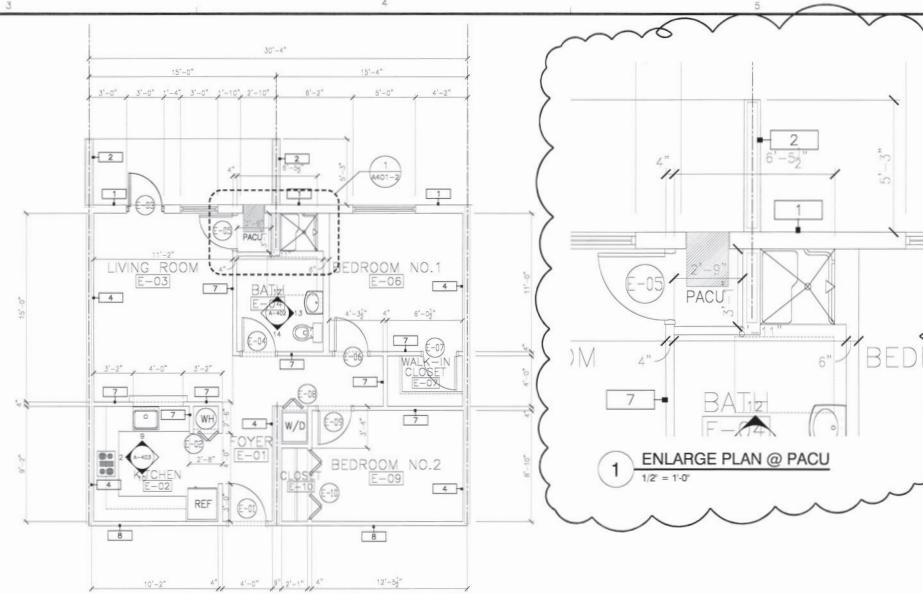
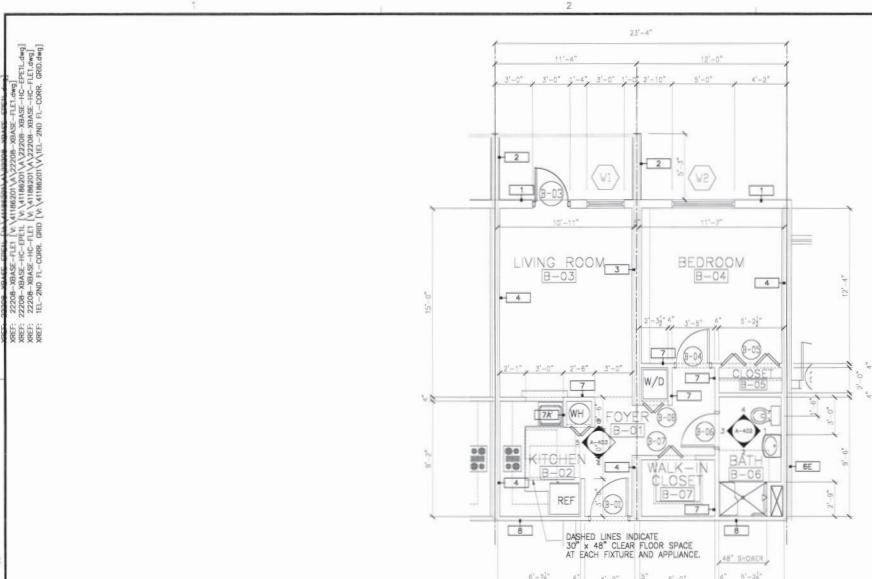
ON THIS _____ day of _____, 20_____, before me, the undersigned notary public,
personally appeared **[Contractor's Representative]** as **[Job Title]** of
[Name of Contractor], personally known to me, or who has produced
_____ as identification, and is the person who subscribed to the foregoing
instrument and who acknowledged that (s)he executed the same and that (s)he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

Print or Type Name

My Commission Expires:



HOWARD C. FORMAN HEALTH CAMPUS

SENIOR RESIDENCES AT THE
FELBROKE PINES, FLORIDA

4/13/04 RPH#6
5/3/04 RPH
1/5/04 PL 2
10/5/03 CR
9/29/03 PR 1

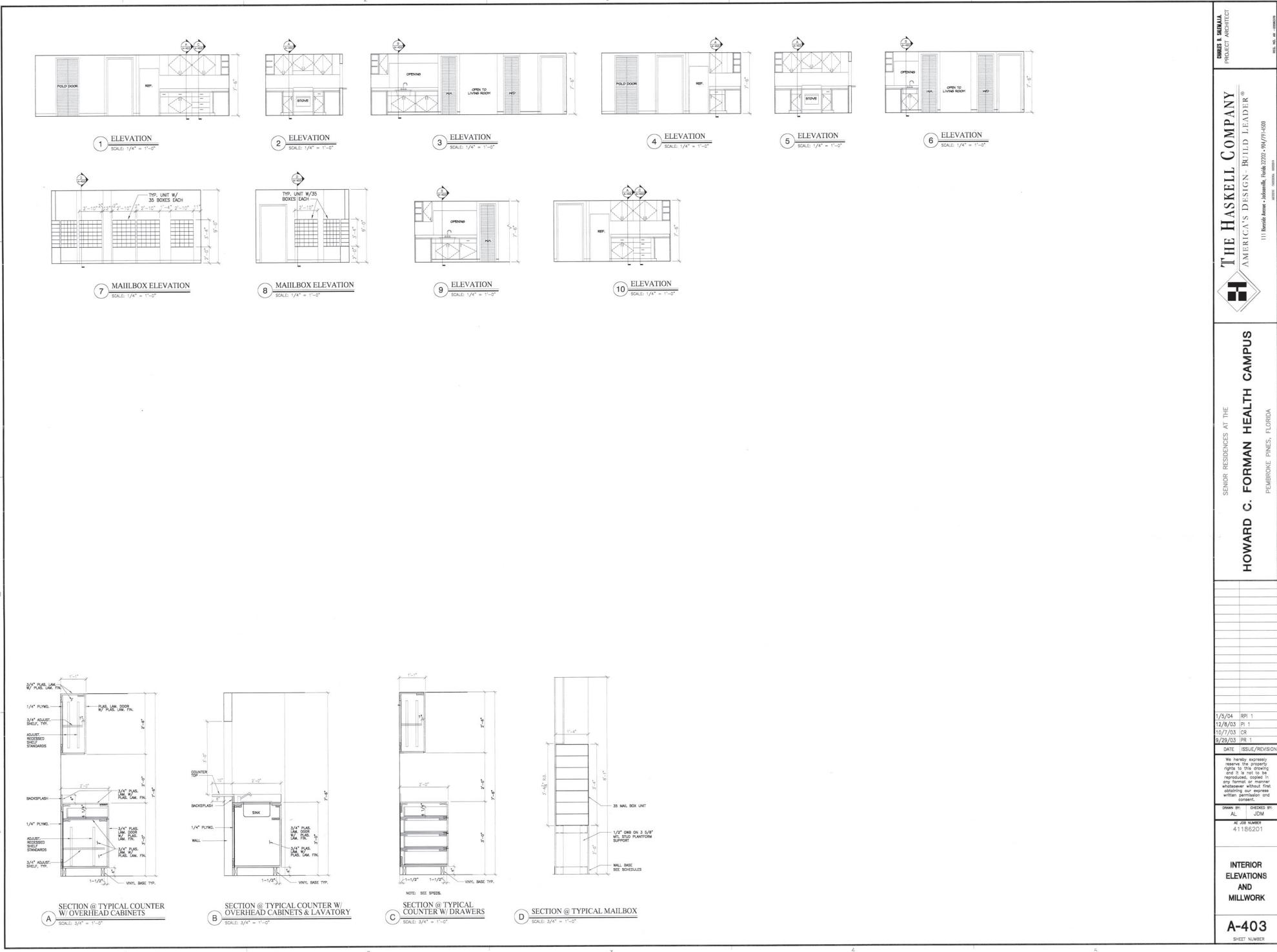
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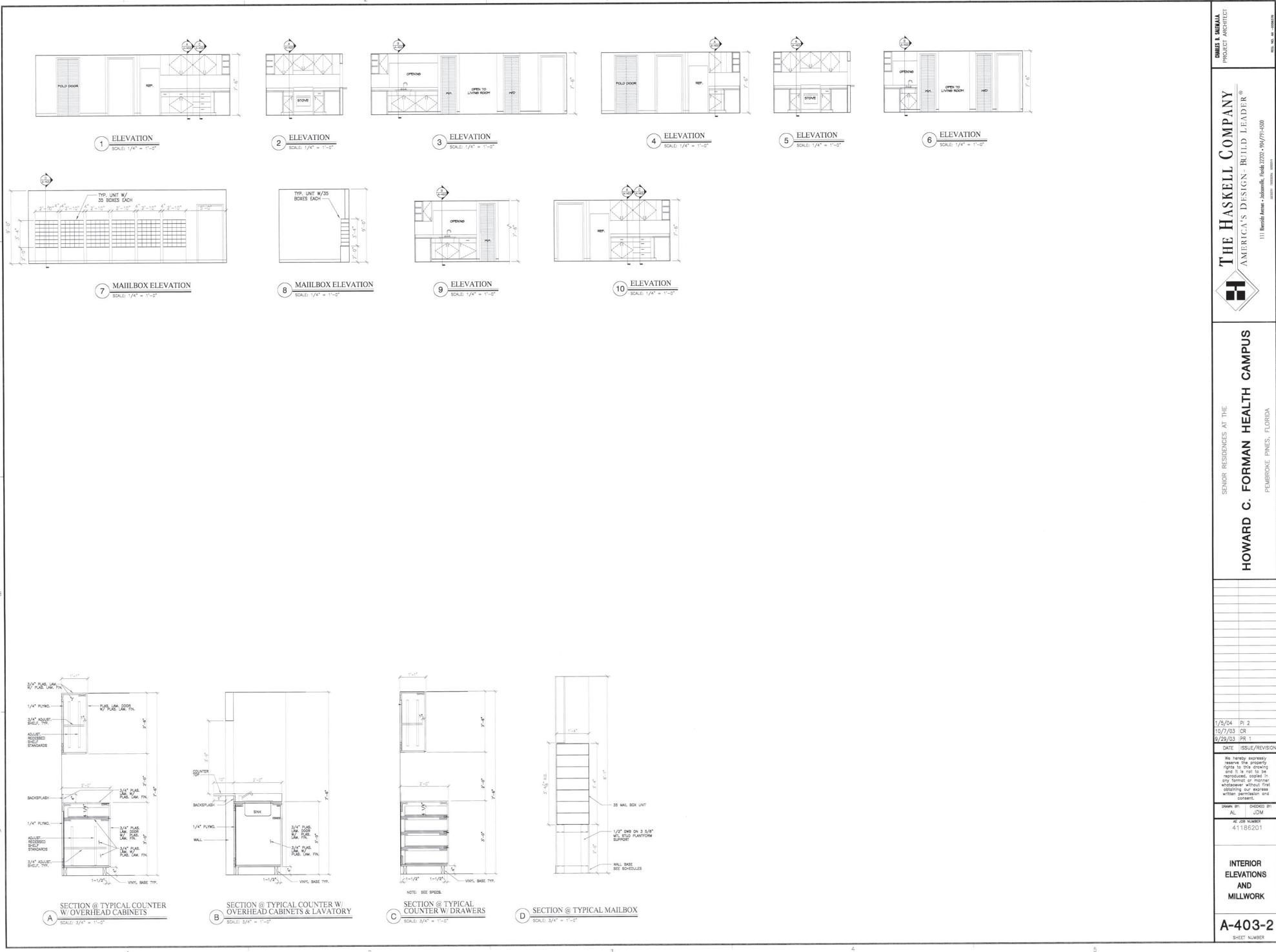
We hereby expressly
reserve the property
shown on this drawing
and it is not to be
misconstrued that
any portion of the
property is sold
or otherwise transferred
without prior written
consent of the owner.

Drawn by: C. P.
AC Job Number:
41186201

ENLARGED
TYPICAL UNIT
FLOOR PLANS

A-401-2
SHEET NUMBER





TYPE 'A' - 1BR UNIT FLOOR PLAN

SCALE: 1/4"=1'-0" (750 SF)

WALL TYPES

TYPE 'B' - 1BR UNIT FLOOR PLAN

This architectural floor plan illustrates the layout of a house with various rooms and their dimensions. The plan includes a Living Room (C-03), a Kitchen (C-02), a Foyer (C-01), a Bath (C-06), a Walk-in Closet (C-07), a Bedroom (C-04), and several closets (C-05, C-08, C-09). The plan also shows dimensions for rooms and hallways, as well as fixture locations indicated by dashed lines. A note in the bottom right corner states: "DASHED LINES INDICATE 30' x 48' CLEAR FLOOR SPACE AT EACH FIXTURE AND APPLIANCE".

TYPE 'C' - HC 1BR UNIT FLOOR PLAN

SCALE: 1/4"=1'-0" (750 SF)

This architectural floor plan illustrates the layout of a house with various rooms and fixtures. Key features include:

- Rooms:** LIVING ROOM (D-03), BEDROOM (D-04), FOYER (D-01), BATH (D-06), and a large KITCHEN area.
- Fixtures and Appliances:** A central range hood (R.H.), a water heater (W.H.), a clothes washer/dryer (W/D), a walk-in closet (W.C.), and a walk-in shower.
- Dimensions:** The plan includes horizontal dimensions for rooms and vertical dimensions for rooms and fixtures. For example, the Living Room is 10'-0" wide by 11'-0" deep, and the Kitchen is 12'-0" wide by 10'-0" deep.
- Clear Floor Space:** Dashed lines indicate a 30" x 48" clear floor space at each fixture and appliance.
- Orientation:** The plan includes cardinal directions (N, S, E, W) and a north arrow.

TYPE 'D' - 1BR UNIT FLOOR PLAN

TYPE D 100' UNIT FLOOR PLAN
SCALE: 1/4" = 1'-0" (575 SF) NO BALCONY

SENIOR RESIDENCES AT THE
HOWARD C. FORMAN HEALTH CENTER
PENNSYLVANIA, FLORIDA

1000

SENIOR RESIDENCES AT THE
FORMAN HEALTH CAMPUS
PENNSAUKEE PINES, FLORIDA

6

ENLARGED
TYPICAL UNIT
FLOOR PLANS

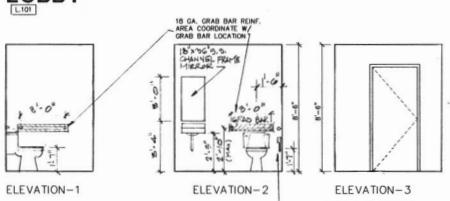
A-401

SHEET NUMBER

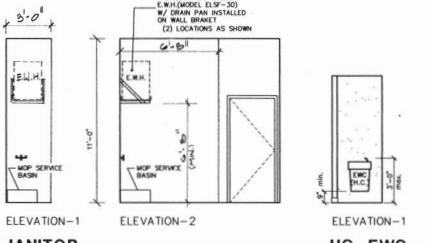
INTERIOR ELEVATION

SCALE 1/4"=1'-0"

LOBBY

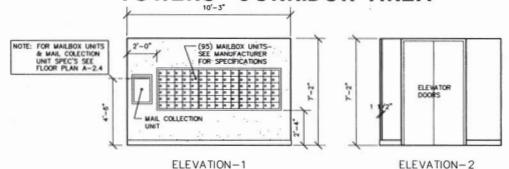


H.C. TOILET AT LOBBY



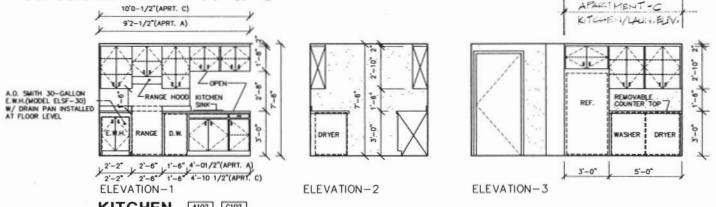
JANITOR

TOWERS' CORRIDOR AREA

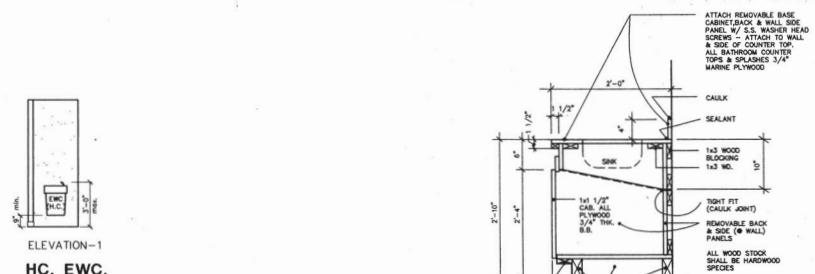
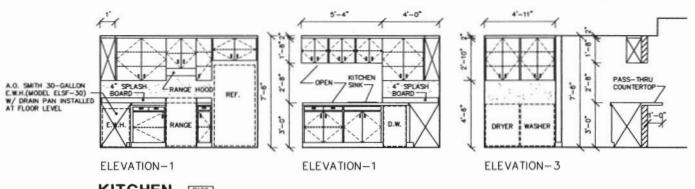


ELEVATOR LOBBY

APARTMENT - A & C



APARTMENT - B



REMOVABLE BASE CAB. DTL.

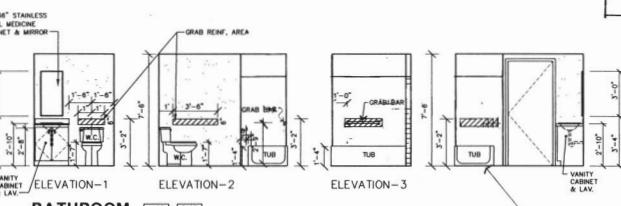
SCALE: 1" = 1'-0"

NOTE: ALL GRAB BAR REINFORCING BACKING SHALL BE 1/2" THICK.
MOUNTING HEIGHTS • HANDICAP ACCESSIBLE TOILETS

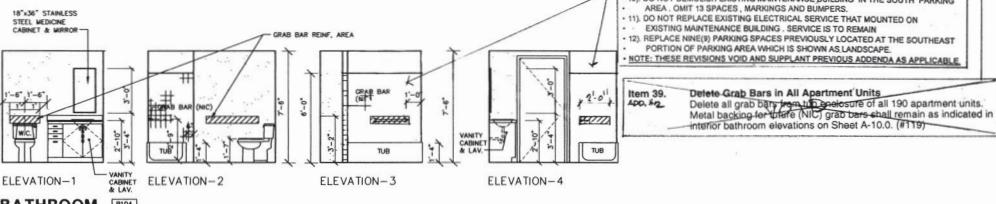
GRAB BARS	= 33" (TO TOP)
TOILET PAPER HOLDERS	= 18" (TO CENTERLINE MIN.)
TOILET SEATS	= 18"
LAVATORIES	= 28"-34" (FROM BOTTOM OF APROK)
MIRRORS	= 40" (FROM BOTTOM EDGE OF THE REFLECTING SURFACE TO FLR.)

Item 83.
ADD. #2

Make Toilet Accessories an Allowance Item
Toilet room accessories (Specification Section 10800 and wherever else indicated in the Contract Documents) are hereby made an allowance item. Reference revised Section 01200 allowances incorporated by other item of this Addendum.



BATHROOM



BATHROOM

PROVIDE THE FOLLOWING REVISIONS PER OWNERS 11/15/96 REQUEST:
 1.) ADD BACK PARTITIONS, DOORS, HARDWARE AND OUTLETS IN APT. "A".
 2.) SUBSTITUTE 4'x4'x10' VENT. FOR 4'x4' AND MODIFY DOOR FRAMES TO FIT.
 3.) ADD BACK DOORS TO ALL EXISTING MAINTENANCE BUILDINGS.
 4.) ADD BACK EMERGENCY GENERATOR SYSTEM.
 5.) ADD DISHWASHERS.
 6.) ADD REFRIGERATION SYSTEM.
 7.) CHANGE ASHTRAY PLANE AND ROCK BASE BACK TO 1-1/2" ASPHALT BASE.
 8.) CHANGE RANGE TO 30" FREE STANDING WITH RECYCLING HOOD.
 9.) ADD BACK DOORS TO ALL EXISTING MAINTENANCE BUILDINGS.
 10.) INSTALL FIBERGLASS TUBS AND ENCLOSURES.
 11.) DO NOT DEMOLISH EXISTING MAINTENANCE BUILDING IN THE SOUTH PARKING AREA. OMIT 13 SPACES, MOLDINGS AND BUMPERS.
 12.) REPLACE NINE (9) PARKING SPACES PREVIOUSLY LOCATED AT THE SOUTHEAST PORTION OF PARKING AREA WHICH IS SHOWN AS LANDSCAPE.
 NOTE: THESE REVISIONS VOID AND SUPPLANT PREVIOUS AGENDA AS APPLICABLE.

Item 39.
ADD. #2

Demolish doors in all apartment units. Remove all grab bars. Provide grab bars for all 190 apartment units. Metal backing for doors (1/2") grab bars shall remain as indicated in interior bathroom elevations on Sheet A-100. (#119)

Pembroke Pines Senior Complex

Senior Residences

Pembroke Pines, Florida

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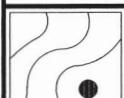
FRIMET
DESIGN
ASSOC.

ARCHITECTURE/INTERIOR DESIGN/PLANNING

91015.5ASS E.O.

DRAWN BY
3/4/96

SHEET NUMBER



GENERAL NOTES

1. MODEL A & B APARTMENT DOORS HAVE BEEN REVISED SEE BASE DWG SHEET A-9 & WRITTEN COST REDUCTION ADDENDA AND COORDINATE WITH THIS SHEET.

2. MODEL "C" APARTMENT DOOR #3 & #4 HAVE BEEN REVISED TO 3'0" X 7'0" (30" X 84" M.L.). NOTATION REFERS TO CROSS REFERENCE TO BASE DWG. ALT-1.0 & WRITTEN COST REDUCTION ADDENDA.

3. DOOR NOTES

4. DOOR NOTES

5. NOTE: SEE APPROVED SHOP DRAWINGS FOR RESIDENTIAL APPLIANCES

6. Item 5. Addendum No. 2 - Rebid Documents

7. Revise Residential Appliances

8. Void residential appliance list shown in Sheet A-2.6 and supplied with the following: (#16)

9. Frigidaire make & model numbers are listed as basis for selection. Other acceptable manufacturers are: Westinghouse, Kenmore, Hot Point and G.E. Submit list of "models" and catalog cut sheets for approval.

10. VOID

11. APPLIANCE LIST

12. MEF H 520 - 300
FRM DRC
MAX 12'
MDE 216

13. OWNER REQUESTS

14. PLUMBING
• 30" Range
• 20" Range Vent Hood
• FRM DRC Refrigerator with Freezer
• Washing Machine
• Clothes Dryer
• include Range & Dryer Power Cords
• Dishwasher
• PLUMBING
• PROVIDE ONLY ONE SEAL AT PIPE/SLAB PENETRATIONS TOP AND BOTTOM (TYP.)

15. G.U.D. FL. "C" UNITS ONLY: DRYWALL ON MTL. FRM'G. SOFFIT - BOTT. @ 7'-6" A.F.F.

16. Item 5. Addendum No. 1 Minimum Width of Sleeping Alcove (North & South Tower) On Sheets A-1 & B-1: sleeping alcove, void 9'-2" dimension and replace with 8'-4" dimension shown in east reduction 1/4" floor plan of apartment C. Minimum, clear, actual width of sleeping alcove shall not be less than 8'-0".

17. REVISED TO ACCOMMODATE FIBERGLASS TUB ENCL.

18. Item 5. Addendum No. 1 Minimum Width of Sleeping Alcove (North & South Tower) On Sheets A-1 & B-1: sleeping alcove, void 9'-2" dimension and replace with 8'-4" dimension shown in east reduction 1/4" floor plan of apartment C. Minimum, clear, actual width of sleeping alcove shall not be less than 8'-0".

19. Item 5. Addendum No. 2 Model C Studio - 554 SQ.FT. TYPICAL OF (10)

20. Item 60. Addendum No. 2 Model A Pantry
Furniture: (1) P.D. - 60 units, storage cabinet (between entry door & refrigerator) and finish wall to match adjoining surfaces. See revised plans of apartments (copy attached). (#15)

21. SEE KITCHEN CABINET SHOP DRAWINGS FOR WALL & BASE CABINET ADDED BY OWNER.

22. Item 13. Addendum No. 1 Closet Shelving
All shelving in Unit 1, B-1 and C apartment units shall be ventilated perimeter wire shelving systems as manufactured by "Closet Maid" or Architect approved alternate. Provide all accessories necessary for a complete and proper installation. Reference Sheets A-2.6 and ALT-1.0, in sections, double (solid) line with broken line symbol indicates "shelving" indicates five (5) 12" deep shelves with line support posts and all necessary accessories. Installation height of clothes rods shall be at 54" A.F.F. Closet rod and shelving installation shall coordinate with Section 4.25.5 of the Florida Accessibility Code for Building Construction 1994 edition.

23. Item 48. Addendum No. 2 Revise and Reduce Apartment "C" Balcony to 5' x 8' Instead of 9'-4" x 12'-0" balcony, indicated in alternate one drawings, furnish 5' x 8' balcony. See revisions indicated in the cost reduction drawings for changes to all Apartment "C" balconies.

24. Item 42. Addendum No. 2 Revise and Reduce Apartment "B" Balcony to 5' x 8' Instead of 9'-4" x 12'-0" balcony, indicated in Sheet A-2.6 and throughout the Contract Documents, furnish 5' x 8' balcony. See revisions indicated in the cost reduction drawings for changes to all Apartment "B" balconies. Note: do not affect the size of the balcony, which supports columns, footings, beams, etc., balcony railing, masonry openings, elevations, etc. have been revised. See "C" drawings.

25. NOTE: INTERIOR DIMENSIONS ARE NOMINAL ALLOW 1-1/2" FOR FURNISHING AND DRYWALL AT INTERIOR BLOCK WALLS OF APARTMENTS

26. X: OPERABLE O: FIXED

27. ALUM RAILING (UPPER FLOORS) (TOP OF HANDRAIL 42" A.F.F.)

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CS-21-02 - Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division

 City of Pembroke Pines [Back to list](#)

Project Details

Project: Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division

Ref. #: CS-21-02

Type: RFSQ

Status: CLOSED

Open Date: Nov 9th 2021, 7:00 AM EST

Intent to Bid Due Date: Dec 7th 2021, 2:00 PM EST

Questions Due Date: Nov 22nd 2021, 8:30 PM EST

Close Date: Dec 7th 2021, 2:00 PM EST

Days Left: Submissions are now closed

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the CONTRACTOR, to supply and install wood cabinets in the kitchens and bathrooms for the City of Pembroke Pines Housing Division's Apartments on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation. The City's Housing Division includes the Pines Point Residences (190 apartments) and the Pines Place Residences (614 apartments), for a total of 804 apartments.

The City intends to establish a pool of contractors, in which the City will contact all of the contractors in the pool when a project arises to get a quote and a timeline to complete the requested project. The lowest, most responsive/responsible CONTRACTOR that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

[Navigation](#) Prioritize project awards by price, availability, and turnaround time. In the event the lowest priced firm does not have the capacity or ability to accomplish a project within the required time

December 2021

[prev](#) [next](#)

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


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 Priscilla C.
City of Pembroke Pi...


Services shall be on an as-needed basis, therefore being part of the pre-qualified pool of contractors does not guarantee any work or selection for a project resulting from this bid.

After the pool of contractors has been established, the first project that the City intends to request pricing for includes approximately 10 apartments for Pines Point and 23 apartments for Pines Place, which include 33 apartments for Kitchen Cabinet replacements, and 10 apartments for Bathroom Cabinet replacements.

In addition, the City anticipates approximately 10 additional apartments for Pines Point and 25 additional apartments for Pines Place during the current fiscal year.

Furthermore, in certain occasions, the City may also request pricing from the Pool of Contractors for partial cabinet repairs, such as door replacements, or pricing to obtain materials only, in the event that the City decides to install cabinets in-house.

Please note that the City has a separate contract with a Contractor to install the Quartz Countertops.

Important Events:

Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Nov 9th 2021, 7:00 AM EST	N/A
PASSED	Non-Mandatory Pre-Bid Meeting	Pines Place Tower 2 Lobby located at 8210 Florida Drive, Pembroke Pines, FL 33025		Nov 16th 2021, 10:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Nov 22nd 2021, 8:30 PM EST	N/A
PASSED	Answer Due Date		Anticipated Date of Issuance for the Addenda with Questions and Answers	Nov 25th 2021, 6:00 PM EST	No
PASSED	Close Date	Online Portal	Deadline for Submissions	Dec 7th 2021, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Dec 7th 2021, 2:00 PM EST	Yes

Commodity Codes:

[US_NAICS_2017 23835 Finish Carpentry Contractors](#)

[US_NAICS_2017 238990 All Other Specialty Trade Contractors](#)

[US_NAICS_2017 3371 Household and Institutional Furniture and Kitchen Cabinet Manufacturing](#)

[US_NAICS_2017 33711 Wood Kitchen Cabinet and Countertop Manufacturing](#)

Supporting Documentation:


[Navigation](#)

Type	Description	Date Created	Actions
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Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	Download
Non-Mandatory Pre-Bid Meeting Attendance Sheet - CS-21-02.pdf	Other	Non-Mandatory Pre-Bid Meeting Attendance Sheet	Nov 16th 2021, 6:15 PM EST	Download
Pines Place Housing Plans.pdf	Documentation	Attachment E	Oct 29th 2021, 1:52 PM EDT	Download
Pines Point Housing Plans.pdf	Documentation	Attachment F	Oct 29th 2021, 1:53 PM EDT	Download
RFQ CS-21-02 Kitchen Bathroom Cabinet Fabrication Installation for the Housing Division.pdf	Documentation	1) RFQ # CS-21-02	Oct 29th 2021, 1:46 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Oct 27th 2021, 12:20 PM EDT	Download
Specimen Contract - Continuing Services Agreement for Pool of Contractors.pdf	Documentation	Attachment C	Oct 29th 2021, 1:50 PM EDT	Download
Standard Release of Lien.pdf	Documentation	Attachment D	Oct 27th 2021, 10:26 AM EDT	Download
Submission Instructions - CS-21-02.docx	Other	Instructions	Oct 29th 2021, 5:43 PM EDT	Download

Requested Information:

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

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-14NQ)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers


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[# Files](#)
[Actions](#)



ABS General Contractors Inc.	10	View
BidNet	9	View
cabinet stop shop llc	9	View
Cambridge LTD	9	View
Construction Bid Source	1	View
Construction Bulletin	1	View
Construction Journal	8	View
Dynamic Security Concepts Incorporated	1	View
ENCOP, INC.	9	View
HRT Construction Group, LLC	5	View
Kitchen Gallery & Design Inc.	10	View
Onvia, Inc	3	View



Interested Subcontractors

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				



✉ Messages

[Public Notices \(0\)](#)
[Opportunity Q&A \(1*\)](#)

There is currently nothing to display here.

▣ Submissions and Subcontracting

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


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Public Notices

CS-21-02 Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division

No messages



Questions and Answers

CS-21-02 - Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division

Nov 16, 2021 5:52 AM EST

1. Do you have the specifications of Materials to be used in the fabrication of the cabinet? 2. Do you have drawings of the apartments?

Nov 18, 2021 7:15 PM EST

1) Please see information contained in RFQ # CS-21-02. 2) Please see information contained in Attachment E & F.

[Requests](#) [Projects](#) [Vendors](#) [Portal](#)Priscilla C.
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VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Kitchen Gallery & Design Inc.		
Doing Business As (DBA)			
Primary Business Address	1595 Main Street		
	City: Weymouth State: MA Zip: 02190 Country: US		
Remit To Address	1595 Main Street		
	City: Weymouth State: MA Zip: 02190 Country: US		
Order From Address	1595 Main Street		
	City: Weymouth State: MA Zip: 02190 Country: US		
Foreign Entity (Yes/No)	No		
Telephone Number	774-205-9562		
Primary Company E-mail	design@kgd-ma.com		
Fax			
Website	www.kgd-ma.com		
DUNS	071817849		
Independent Contractor (Yes/No)	Yes		
Identification Number	SSN:	FID:	82-3033474

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
2.0%	14	30

CONTACT INFORMATION			
Contact Name (First & Last Name)	Eric Ludvigsen		
Description/Title/Position	Owner/Lead Facilitator		
Phone (Voice)	774-205-9563		
Phone (Text)	774-205-9563	Opt In (Y/N): Y	
Fax			
E-mail	Eric@kgd-ma.com		

Form **W-9**
(Rev. October 2018)

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See **Specific Instructions** on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kitchen Gallery & Design Inc.</p>	
<p>2 Business name/disregarded entity name, if different from above</p>	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	
<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the U.S.)</i></p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions. 1595 Main Street</p>	<p>Requester's name and address (optional)</p>
<p>6 City, state, and ZIP code Weymouth, MA 02190</p>	
<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
-								
Employer identification number								
8	2		3	0	3	3	4	7
-								4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ► *Christina Howell* Date ► 11/16/2021

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

<u>MAIN CONTACT INFORMATION</u>			
Company Name (Legal Name as filed with IRS)	Kitchen Gallery & Design Inc.		
Doing Business As (DBA)			
Primary Business Address	1595 Main Street		
City:	Weymouth		
State:	Massachusetts	Zip:	02190
Country:	US		

<u>Organization Background</u>	
Please state the year that you company started its business	2017
Please state the year that your company started providing service under your current business name	2017
What State is your Company Registered In?	Massachusetts

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

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



City of Pembroke Pines

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

1. This sworn statement is submitted Kitchen Gallery & Design Inc.
(name of entity submitting sworn statement) whose business address is
1595 Main Street Weymouth, MA 02190
and (if applicable) its Federal Employer Identification Number (FEIN) is
82-3033474. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)

2. My name is Christina Howell and my
(Please print name of individual signing)
relationship to the entity named above is Owner.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
 - A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
 - B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
 - B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
 - B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Christina Howell

Bidder's Name/Signature

Kitchen Gallery & Design Inc.

Company

11/18/2021

Date



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

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

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

A. Contractor currently complies with the requirements of this section; or

B. Contractor will comply with the conditions of this section at the time of contract award; or

C. Contractor will not comply with the conditions of this section at the time of contract award: or

D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

1. The Contractor does not provide benefits to employees' spouses in traditional marriages;

2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

- 3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- 4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Kitchen Gallery & Design Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Christina Howell A handwritten signature of "Christina Howell" in black ink.



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Christina Howell

Authorized Signature

Christina Howell

Authorized Signer Name

Kitchen Gallery & Design Inc.

Company Name



City of Pembroke Pines

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY NAME: Kitchen Gallery & Design Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Christina Howell *Christina Howell*



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Christina Howell, on behalf of Kitchen Gallery & Desin Inc.,
Print Name and Title Company Name

certify that Kitchen Gallery & Design Inc. :
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Kitchen Gallery & Design Inc.

Company Name

Christina Howell

Print Name / Signature

Owner

Title

Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	Kitchen Gallery & Design Inc.	
4.1.2	Company Address	1595 Main Street Weymouth, MA 02190	
Primary Contact for the Project			
4.2.1	Contact Name	Eric Ludvigsen	
4.2.2	Contact Title	Owner	
4.2.3	Contact E-mail Address	design@kgd-ma.com	
4.2.4	Contact Telephone Number	774-205-9563	
Authorized Approver			
4.3.1	Contact Name	Christina Howell	
4.3.2	Contact Title	Owner	
4.3.3	Contact E-mail Address	design@kgd-ma.com	
4.3.4	Contact Telephone Number	774-205-9562	
10 Questions		100.00% Complete	

Question Set 5: Proposer's Background Information

Question Set 5 Instructions

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

#	Question	Response	Comment
Former Business			
5.1.1	Under what former name has your business operated? Include a description of the business.	Same Business Name	N/A
5.1.2	At what address was that business located?	Same Business Address	N/A
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	None
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	Completed plan in place.
Subcontracting			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	Yes	Kitchen Gallery & Design will have access to multiple contracting teams that will need to be scheduled based upon project scope and installer availability at time of contract execution.
Bankruptcy Petitions			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	None	None
Bond Claims			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	None	None
Claims, Arbitrations, Administrative Hearings and Lawsuits			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	None	None
Criminal Proceedings or Hearings			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	None	None
Company Classification			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	State contract awarded with Lowell Housing Authority	Supplying cabinets, countertops & hardware.

12 Questions

100.00% Complete



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature Christina Howell *Christina Howell*

Title Owner/President

Name of Company Kitchen Gallery & Design Inc



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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.

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)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
 In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with 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.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
 In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with 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.

Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Kitchen Gallery & Design Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Christina Howell *Christina Howell*



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Kitchen Gallery & Design Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Christina Howell *Christina Howell*

Question Set 1: Tab 1 - Experience & Ability

Question Set 1 Instructions

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

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	Very interested	Kitchen Gallery & Design's interest aligns with its core values to provide quality kitchens in a timely manner. The structure surrounding government contracts allows us to double down on our strengths, organizing installation and locking down necessary product needed to supply and create a design space. As a small firm we will commit to performing this work with laser focus and realize the opportunity it would mean for our company. Kitchen Gallery and Design has grown the commercial side of the company over the last few years. We successfully facilitate a Massachusetts State contract to supply cabinets and countertops for the city of Lowell. (See Questions 1.0.5 for specific project details) KGD still maintains residential sales in our home state but have become more selective about clients and would be able to pick up outside accounts. KGD prides itself on organization and building systems to allow us (Christina Howell and Eric Ludvigsen) to manage projects of interest while seeking the dream of designing spaces along the East Coast.
1.0.2	Describe the size of your firm.	Inclusive	
1.0.3	Describe your firm's financial history, strength and stability.	Stable	We consistently take on orders of 5-15 kitchens at a time from State properties. We can achieve better project pricing and procure larger amounts of cabinets if necessary.
1.0.4	Describe your firm's range of activities.	Commercial & Residential	
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	Not sure	Kitchen Gallery & Design's adaptability is essential from project to project. A current State project requires ordering for 6 zones within the city, including separate sub divisions of property in various locations. It's estimated the city has over 16,000 properties to manage. KGD's modern management technology system is built and structured for the team to organize project flow, communicate instantly and execute clear goals until project completion. Upon contract award and learning the city's layout and operation procedure we built our management system accordingly to best suit the project. Once our online project board was laid out for this BID, designing, estimating and delivering cabinets countertops & hardware became second nature and allows us to focus on the main details needed to facilitate our product.
1.0.6	Do you have a minimum of two (2) years of experience? Please provide proof of such experience.	Yes	Articles of incorporation state operation since 2017.
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	Located in Massachusetts	Kitchen Gallery & Design is located in Massachusetts with the ability to quickly mobilize for an onsite meeting if necessary. We are familiar with the demographic and location from past visits.
1.0.8	Explain the availability and access to the firm's top level management personnel.	Direct	KGD is owned by Christina Howell and Eric Ludvigsen. We measure, design, estimate, process, build and deliver cabinets. There will be others that manage all of these actions of the process but we respond within 24 hours of contact unless given notice ahead of time of unavailability.
1.0.9	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	Christina Howell & Eric Ludvigsen	Currently facilitating state contract with Lowell Housing Authority
1.0.10	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	Christina Howell & Eric Ludvigsen	Christina and Eric are the detail-oriented Owners with over five years of experience in Kitchen & Bath Industry. Christina and Eric procure renderings, estimates, process, build, wrap and deliver cabinets. Christina and Eric manage and oversee all financial BID selection, BID estimating and BID execution, implementing price models and optimizing inventory control procedures as a team.
1.0.11	Explain the ability and experience of the field staff with specific attention to project related experience.	Strong ability with experience of facilitating Lowell's state contract	(See section 1.0.05)
1.0.12	Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	Woman owned Business Enterprise	Seeking career mentorship in the cabinet industry starting with a crawl, walk, run approach has led to periods of exponential growth and provided confidence we can operate at this level. Committing to the process of becoming SDO-OSD certified in the state of Massachusetts to obtain WBE (Woman owned Business Enterprise) certification is where we seeded the idea of soliciting government BIDs.
1.0.13	Are you endorsed or certified by any relevant trade associations? Can you provide evidence of your endorsement or certification?	No	We are achieving certification through NKBA and are pursuing CPARS

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100.00% Complete

Question Set 2: Tab 2 - Previous Experience / References Form

Question Set 2 Instructions

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

#	Question	Response	Comment
General			
2.1.1	What similar or related projects have you worked on within the past three years?	State contract with Lowell Housing Authority -Massachusetts	We also work with Marina Bay Management whom manages state properties as well. Our relationship goes back 3 years. (Ref. Bill Sawler 617-594-7818)
2.1.2	What challenges did you face and how did you overcome them?	Product	Supply chain delays at the onset of COVID were challenging to navigate. A rising tide lifts all boats strategy with our suppliers has strengthened our relationship with all of them and we look to continue that moving forward. Trust and loyalty are real commodities in this market of volatile product procurement to maintain quality and lead time of product.
2.1.3	How many of your clients are repeat clients?	2	Marina Bay Management, Lowell Massachusetts
2.1.4	How much of your revenue is derived from managing projects similar to ours?		1/2 of our annual revenue.
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	Lowell Housing Authority	
2.2.2	Address	Lowell, Massachusetts	
2.2.3	Contact Name	Brian Dean	
2.2.4	Contact Title	Assistant Superintendent of Facilities	
2.2.5	Contact E-mail Address	Bdean@lhma.org	
2.2.6	Contact Telephone #	(603) 546-5970	
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	Kitchen Gallery & Design Inc.	
2.3.2	Name and location of the project	Lowell Housing Authority	Lowell, Massachusetts
2.3.3	Nature of the firm's responsibility on the project	Cabinets, Countertops & hardware	Design, estimate, process and supply cabinets and countertops to State Housing.
2.3.4	Project duration	1-2 years	
2.3.5	Completion (Anticipated) Date	June 2023+	Contract will post an opportunity to extend
2.3.6	Size of project	16,000+ units	
2.3.7	Cost of project	Estimated \$300,000	Supply is on an as needed basis.
2.3.8	Work for which staff was responsible	Kitchen Gallery & Design Inc.	Responsible for design, supply & delivery of product.
2.3.9	Contract Type	State Contract	
2.3.10	The results/deliverables of the project	Design, Supply, Deliver	Cabinets, Countertops, & Hardware. Designs are uploaded to our working online platform.
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	Marina Bay Management	
2.4.2	Address	Quincy, Massachusetts	
2.4.3	Contact Name	Bill Sawler	
2.4.4	Contact Title	Lead procurement	
2.4.5	Contact E-mail Address	wssawler@gmail.com	
2.4.6	Contact Telephone #	(617) 594-7818	
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	Bill Sawler	

2.5.2	Name and location of the project	Various locations	Marina Bay Manages State properties, mostly throughout the city of Quincy and Braintree.
2.5.3	Nature of the firm's responsibility on the project	Supply	
2.5.4	Project duration	Continuous	
2.5.5	Completion (Anticipated) Date	N/A	
2.5.6	Size of project	Typically 1-3 units at a time	
2.5.7	Cost of project	Anywhere from \$5,000-\$7,000 per kitchen unit	
2.5.8	Work for which staff was responsible	Kitchen procurement	Responsible for design, supply & delivery of product.
2.5.9	Contract Type	Tax exempt Sales agreement per order	Continuous
2.5.10	The results/deliverables of the project	Design, Supply, Deliver	Cabinets, Countertops, & Hardware. Designs are uploaded to our working online platform.
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	N/A	
2.6.2	Address	N/A	
2.6.3	Contact Name	N/A	
2.6.4	Contact Title	N/A	
2.6.5	Contact E-mail Address	N/A	
2.6.6	Contact Telephone #	N/A	
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	N/A	
2.7.2	Name and location of the project	N/A	
2.7.3	Nature of the firm's responsibility on the project	N/A	
2.7.4	Project duration	N/A	
2.7.5	Completion (Anticipated) Date	N/A	
2.7.6	Size of project	N/A	
2.7.7	Cost of project	N/A	
2.7.8	Work for which staff was responsible	N/A	
2.7.9	Contract Type	N/A	
2.7.10	The results/deliverables of the project	N/A	
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	N/A	
2.8.2	Address	N/A	
2.8.3	Contact Name	N/A	
2.8.4	Contact Title	N/A	
2.8.5	Contact E-mail Address	N/A	
2.8.6	Contact Telephone #	N/A	
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	N/A	

2.9.2	Name and location of the project	N/A	
2.9.3	Nature of the firm's responsibility on the project	N/A	
2.9.4	Project duration	N/A	
2.9.5	Completion (Anticipated) Date	N/A	
2.9.6	Size of project	N/A	
2.9.7	Cost of project	N/A	
2.9.8	Work for which staff was responsible	N/A	
2.9.9	Contract Type	N/A	
2.9.10	The results/deliverables of the project	N/A	
Reference #5: Reference Contact Information		N/A	
2.10.1	Name of Firm, City, County or Agency	N/A	
2.10.2	Address	N/A	
2.10.3	Contact Name	N/A	
2.10.4	Contact Title	N/A	
2.10.5	Contact E-mail Address	N/A	
2.10.6	Contact Telephone #	N/A	
Reference #5: Project Information		N/A	
2.11.1	Name of Contractor Performing the work	N/A	
2.11.2	Name and location of the project	N/A	
2.11.3	Nature of the firm's responsibility on the project	N/A	
2.11.4	Project duration	N/A	
2.11.5	Completion (Anticipated) Date	N/A	
2.11.6	Size of project	N/A	
2.11.7	Cost of project	N/A	
2.11.8	Work for which staff was responsible	N/A	
2.11.9	Contract Type	N/A	
2.11.10	The results/deliverables of the project	N/A	

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100.00% Complete

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

Question Set 3 Instructions

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

#	Question	Response	Comment
3.0.1	Provide the recent, current, and projected workload of the firm.	State contract with Lowell, Massachusetts, continuous projects with Marina Bay Management, reoccurring local contractor business & residential projects.	We are currently upholding scheduled onsite cabinet meetings with city employees to measure vacant units in need of remodeling with cabinetry and countertops. These are mostly "like for like" cabinet and countertop replacements but we do have to redesign to ensure proper up to date project plans for installers and supers involved in the project. Along with the renderings we need to cross reference our in stock availability as well as dimension changes from the existing layout. We have managed up to 11 total kitchens at one time for Lowell. Marina Bay Management services doesn't require a need for us to meet onsite for layout measurements. They supply the measurements and we work through our online platform to ensure proper ordering and organization of the project details are documented.
3.0.2	How would you organize this project in terms of milestones?	To be a part of this project would be a warranted paradigm shift for us and Kitchen Gallery & Design. We welcome change and aspire to fill the void needed in State housing with a commitment to provide goods that look great and hold up over time.	Kitchen Gallery & Design uses the Chunk method. The workload and specs provided by each project engage the team to view it linearly and then work backwards onward to the desired result. We establish clear goals along the timeline needed to deliver product, create an online communication board designed specifically for that project and execute tasks seamlessly tracked and completed by the team.
3.0.3	How do you handle unforeseen issues when they arise?	Redundancy	We believe in minimizing damage from mistakes starts with being prepared before problems arise. Building in redundancy to our operations makes us more prepared, giving access to greater avenues of product options, delivery methods, and quality installation teams.
3.0.4	Do you work on multiple projects at the same time? If so, how can you guarantee this will not negatively affect the City's project?	Yes	The awarded contract BID for the city of Lowell Massachusetts & Marina Bay Management are currently our two largest accounts. We're prepared to take on possibly one or two more BID contracts after being awarded Lowell based on scope and size. If awarded the opportunity to work with city of Pembroke Pines Christina and Eric would be proud to execute this contract.
General			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	KGD understands the intent of this solicitation to provide quality cabinets and installation to Pembroke Pines in a timely manner.	We have been using a management program to organize our work called ASANA. This is the HUB of all our project tasking assignments. We upload our clients to help locate documents and get them to qualified personnel instantaneously. This program also acts as a log to all purchases and design layouts. We are proficient in using Microsoft office as well as an Apple platform. Kitchen Gallery & Design will target to track cabinet installation in real time requiring installers to check each cabinet as they go. This will help log project progress and identify roadblocks if they arise that can quickly be addressed. With any situation our method of chunking will assist in project completion task
3.1.2	Please clearly describe all aspects of the project proposed.	To supply & install cabinets	Measure, design, estimate, process, procure, deliver, install and invoice cabinets
3.1.3	Include details of your approach and work plans.	Collaborative Approach	Meet qualified town representative to review cabinets needed for project. We can work through the project communication by many different methods and will provide detailed plans along the way.
3.1.4	Identify any issues or concerns of significance that may be appropriate.	Proper notice	When possible Kitchen Gallery & Design asks for advance notice on bulk orders to prepare for and avoid issues or concerns about availability of product and lead times.
3.1.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	Organized project integrity	We believe KGD has a proven process to manage the projects within the City of Pembroke Pines. Access to multiple cabinet lines will provide the us and the city with security knowing delivery of goods and competitive pricing is essential. With our team and management systems in place we provide competitive quoting with project pricing.
Supply Chain			
3.2.1	Describe the extent of your relationship with your subcontractors.	Collaboration	Members of the team need to be involved in all decisions of the project being worked on.
3.2.2	How do you vet subcontractors?	We have relationships with and access to vetted contracting teams local to regions along the East Coast.	We have built reputations with quality installation companies that value our approach to streamlining the installation process by organizing the project. As Kitchen Gallery & Design grows implementation of procedures to identify qualifications of installers will be necessary as well as our referral base.
3.2.3	Have you ever had a problem with a subcontractor or raw material supplier that threatened the budget or timeline of a project? If so, how did you handle the situation?	Yes	Covid caused a supply chain halt from a specified BID item. The City of Lowell accepted ammended "equal to" product from another supplier that sped up lead times.
3.2.4	How many suppliers do you source your equipment and materials from?	8 Companies	1. WareRite (Wilsonart) 2. JSI Cabinetry (Atlanta distribution center) 3. North Point Cabinetry (Tampa Distribution center) 4. Dover Woods Cabinetry (Moncton, Canada) 5. Top Knobs 6. Hardware Resources 7. Kraftmaid 8. Kruege Mirrors
3.2.5	What protocols do you have in place to mitigate potential supply chain disruptions?	Strong communication with product manufactures	Adaptability between cabinet lines by keeping communication between suppliers open about what product is being specified for the BID. We will always estimate with product closest to the specified contract. KGD is motivated to keep supply flowing to these properties with precision and clear tasks.
Quality			
3.3.1	How do you ensure the quality of your services? What criteria do you use to measure your quality?	Up to date references to product data sheets and material inspections.	Kitchen Gallery & Design ensures consistent craftsmanship and quality inspections that provide long lasting kitchens. When measuring the quality of our services we look at maintaining reliable relationships and open communication with our product representation and subcontracting companies. There are constant checks in reviews about material reliability and design reviews by the team and software.
3.3.2	Tell me about a time when you went over budget or the project timeline was delayed. How did you handle the situation?	We typically require a budget prior to design which prevents over budgeted projects.	
Backlog Value			
3.4.1	What is your current backlog value?	None	Projects are current.

3.4.2	Are those projects similar to this project or are they a mix of construction projects?	Very similar state contract in Massachusetts with Lowell Housing Authority	
3.4.3	Over the past three years, what was your highest and lowest backlog value?	None	Orders have always been on time.
3.4.4	When your backlog value is high, how do you prioritize your time to ensure each project is managed properly?	Communication	Communication up front about stock availability and worker capacity to install mitigates backlog
3.4.5	Based on your current backlog value, how would my project be prioritized?	High Priority	
Workload & Schedule			
3.5.1	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	Quick responses and project transparency.	Our past record of performance is built on redundancy. The more we learn and grow with each of our clients the more trust develops ensuring competitive pricing and competence in us completing the job. We look to become a part of CPARS to track our performance for easier BID review and continued confidence in us as we BID in the future.

22 Questions

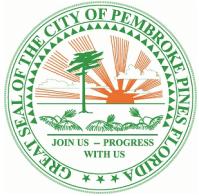
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Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s). Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information. This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Vendor Preference Certification			
6.5.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with 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.	Not a Local Pembroke Pines or Broward County Vendor	
Local Business Tax Receipts			
6.6.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
6.7.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
6.8.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
6.9.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
6.10.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
6.11.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
11 Questions		100.00% Complete	



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppinies.com

Agenda Request Form

Agenda Number: 1.

File ID: 22-0261

Type: Bid

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 03/28/2022

Short Title: Award of CS-21-02

Final Action: 04/20/2022

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # CS-21-02 "KITCHEN & BATHROOM CABINET FABRICATION & INSTALLATION FOR THE HOUSING DIVISION" TO THE FOLLOWING THREE VENDORS (LISTED IN ALPHABETICAL ORDER), THAT WILL BE UTILIZED ON AN AS-NEEDED BASIS IN THE AMOUNT NOT TO EXCEED \$750,000 FOR THE INITIAL THREE YEAR PERIOD AT AN ESTIMATED ANNUAL AMOUNT OF \$250,000:

- CABINET STOP SHOP, LLC
- HRT CONSTRUCTION GROUP, LLC
- KITCHEN GALLERY & DESIGN INC.

*Agenda Date: 04/20/2022

Agenda Number: 1.

Internal Notes:

Attachments: 1. CS-21-02 Bid Tabulation, 2. 03-23-2022 Meeting Minutes, 3. Cabinet Stop Shop LLC Agreement, 4. Cabinet Stop Shop LLC - Bid Submittal (Exhibit B), 5. HRT Construction Group, LLC Agreement, 6. HRT Construction Group, LLC - Bid Submittal (Exhibit B), 7. Kitchen Gallery Design Inc. Agreement, 8. Kitchen Gallery & Design Inc. - Bid Submittal (Exhibit B), 9. Exhibit A - RFQ # CS-21-02 Kitchen Bathroom Cabinet Fabrication Installation

1 City Commission 04/20/2022 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortiz, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- ***Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."***

Agenda Request Form Continued (22-0261)

- Section 35.15 defines a Request for Qualifications as “A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.”

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, “An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.”

SUMMARY EXPLANATION AND BACKGROUND:

1. On November 3, 2022, the City Commission authorized the advertisement of RFQ # CS-21-02 “Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division”, which was advertised on November 9, 2022.
2. The purpose of this solicitation was to establish a pool of contractors that can be used on an as-needed basis for the supply and installation of wood cabinets in the kitchens and bathrooms

Agenda Request Form Continued (22-0261)

for the City of Pembroke Pines Housing Division's Apartments.

3. On December 7, 2022 the City opened four proposals from the following vendors (listed in alphabetical order):

Vendor Name

ABS General Contractors Inc.

Cabinet Stop Shop, LLC

HRT Construction Group, LLC

Kitchen Gallery & Design Inc.

4. On March 23, 2022, the City convened an evaluation committee to review the qualifications of the proposers.

5. During the discussions, one of the evaluators made a motion to deem ABS General Contractors Inc. as non-responsible, based on experiences during the vendor's execution of a previous contract. It was stated that the vendor did not meet the requirements of a responsible proposer as defined by the City's Code of Ordinances. The City's Code states that a responsible proposer "A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the city a reasonable expectation of good faith performance, determined solely within the city's discretion."

6. The evaluation committee unanimously passed the motion to deem ABS General Contractors Inc. as non-responsible.

7. After further discussion, the evaluation committee unanimously passed a motion to deem the remaining three responsive firms as qualified, and to include all three of the remaining firms in the pool of vendors.

8. In addition, Cabinet Stop Shop, LLC, and Kitchen Gallery & Design Inc. have completed the Equal Benefits Certification Form and have stated that the "Contractor currently comply with the requirements of this section." HRT Construction Group, LLC stated that the "Contractor will comply with the conditions of this section at the time of contract award."

9. The agreement is for an initial three year period in the amount not to exceed \$750,000 with an estimated annual cost of \$250,000. The agreement includes the option to renew for one additional three year period.

10. Recommend Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # CS-21-02 "Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division", to the following three vendors (listed in alphabetical order), that will be utilized on an as-needed basis in the amount not to exceed \$750,000 for the initial three year period at an estimated annual amount of \$250,000:

Vendor Name

Cabinet Stop Shop, LLC

Agenda Request Form Continued (22-0261)

HRT Construction Group, LLC
Kitchen Gallery & Design Inc.

FINANCIAL IMPACT DETAIL:

- a) Initial Cost:** Amount not to exceed \$750,000 for the initial three year period at an estimated annual amount of \$250,000. Services will be rendered on an as-needed basis.
- b) Amount budgeted for this item in Account No:**
001-554-8002-546150-0000-000-0000 (R&M Land Bldg & Improvement) for Pines Point and account # 001-554-8002-546150-0000-000-0000-00603 (R&M Land Bldg & Improvement) for Pines Place.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 5 year projection of the operational cost of the project:** Not Applicable.

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$250,000	\$250,000	\$250,000	\$0	\$0
Net Cost	250,000	\$250,000	\$250,000	\$0	\$0

- e) Detail of additional staff requirements:** Not Applicable.

Reviewed by Commission Auditor.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 8, 2022

City of Pembroke Pines
601 CITY CENTER WAY
HOLLYWOOD FL 33025-4459

Account Information:

Policy Holder Details :	Kitchen Gallery & Design, Inc.
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
04/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AAA NORTHEAST INS AGENCY INC/PHS 02090718 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext):	(866) 467-8730	FAX (A/C, No):	(888) 443-6112
	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE NAIC#		
INSURED Kitchen Gallery & Design, Inc. 1595 MAIN ST SOUTH WEYMOUTH MA 02190-1225	INSURER A :	Hartford Underwriters Insurance Company		30104
	INSURER B :	Hartford Fire Insurance Company		19682
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES		CERTIFICATE NUMBER:			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X General Liability	X	02 SBM AP1NRD	11/16/2021	11/16/2022	EACH OCCURRENCE	\$1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$1,000,000		
	MED EXP (Any one person)					\$10,000		
	PERSONAL & ADV INJURY					\$1,000,000		
	GENERAL AGGREGATE					\$2,000,000		
	PRODUCTS - COMP/OP AGG					\$2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY ANY AUTO		02 SBM AP1NRD	11/16/2021	11/16/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS X NON-OWNED AUTOS					BODILY INJURY (Per person)		
						BODILY INJURY (Per accident)		
						PROPERTY DAMAGE (Per accident)		
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE		
						AGGREGATE		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	02 WEC AM2HAK	06/18/2021	06/18/2022	X PER STATUTE E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE -EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
A	Employment Practices Liability Insurance			02 SBM AP1NRD	11/16/2021	11/16/2022	Each Claim Limit Annual Aggregate Limit	\$100,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER City of Pembroke Pines 601 CITY CENTER WAY HOLLYWOOD FL 33025-4459	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>	

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Rojas, Dominique

From: Rotstein, Daniel
Sent: Thursday, April 28, 2022 10:01 AM
To: Rojas, Dominique
Subject: FW: Kitchen Gallery & Design Inc. - CS-21-02 "Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division" - Risk Approval Request
Attachments: COI (GL, Auto, WC, Empl Prac Lia) Expires 6-18-2022.pdf; Kitchen Gallery & Design Inc. - Agreement - CS-21-02 Kitchen & Bathroom Cabinet Fabrication Installation (00505275xC4B6A)_Complete.pdf; Exhibit A - RFQ # CS-21-02 Kitchen Bathroom Cabinet Fabrication Installation.pdf; Exhibit B - Kitchen Gallery & Design Inc. - Bid Submittal.pdf

Approved

From: Rojas, Dominique
Sent: Thursday, April 28, 2022 8:52 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Kitchen Gallery & Design Inc. - CS-21-02 "Kitchen & Bathroom Cabinet Fabrication & Installation for the Housing Division" - Risk Approval Request

Dear Daniel,

Good morning. Please find attached the COI for the above-referenced agreement, for your review. Also attached are the agreement and the exhibits.

Should you need any additional information in order to provide approval, please just let us know.

Kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)

Task & Event Details: Request Task

Task has been completed.

Details		
Task Name Department Head Review	Employee Assigned To Buckland, Steven	Start Date 4/11/2022
End Date 4/18/2022	Notify Days 7	Details <u>Please review this request and approve as to Scope, Term and Compensation.</u> <u>Should you have any questions, please contact the Contracts Division at 941-392-9435 or contracts@ppines.com.</u>
Notes	Status Task Complete	Amount 0.00
Is Task Complete Yes	Task Complete Date 4/11/2022	Role or Group
Escalate To	Escalate After (Days) 0	Alternate Email
Days to Complete 0	Original Task End Date 4/18/2022	Number of days end date was altered 0
Actual Non Working Days 0	Working Days To Complete 0	Total Task Time 0.0001
RemainOpenStatus Open	hasMergeableDescription No	Task Process Area
Days In Process 0	Working Days In Process 0	

Record Info		
Order Number 0.00	Entered By	Date Entered 4/11/2022 3:51:52 PM
Updated By Garcia, Oniel	Date Updated 4/11/2022 3:51:52 PM	Request ID 543
Task ID 2793	Task Type	Auto Complete On End Date No