



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
GOMEZ AND SON FENCE CORP.**

THIS AMENDMENT (“First Amendment”), dated February 27, 2025, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as “CITY”,

and

GOMEZ AND SON FENCE CORP., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **10805 NW 22nd Street, Miami, FL 33172**, hereinafter referred to as “CONTRACTOR”. “CITY” and “CONTRACTOR” may hereinafter be referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, on **April 20, 2022**, the Parties entered into an Agreement (“Original Agreement”) for the replacement and installation of various types of fencing at various locations throughout the CITY on an as-needed basis, for an initial **three (3) year** period, which expires on **April 19, 2025**; and,

WHEREAS, CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract entered into by the City; and,

WHEREAS, the Parties desire to extend the term of their contractual relationship for **one hundred and eighty (180) days** pursuant to CITY Code of Ordinances §35.29(C), which shall commence on **April 20, 2025**, and expire on **October 17, 2025**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above “WHEREAS” clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby extended for a one hundred and eighty (180) day period which shall commence on **April 20, 2025**, and expire on **October 17, 2025**.



City of Pembroke Pines

SECTION 3. Section 4.2 of the Original Agreement is hereby revised and amended to include section 4.2.2 as set forth below:

4.2.2 The total compensation for all Services performed during the one hundred and eighty (180) period commencing on **April 20, 2025**, and expiring on **October 17, 2025**, by the pool of qualified vendors shall not exceed **THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$375,000.00)**.

SECTION 4. Scrutinized Companies.

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

4.1.1 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

4.1.2 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:

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

4.1.2.2 Is engaged in business operations in Syria.

SECTION 5. Employment Eligibility. 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.

5.1 Definitions for this Section.

5.1.1 "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. "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

5.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary,



City of Pembroke Pines

wages, or other remuneration.

5.1.4 "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.

5.2 **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:

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

5.2.2 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

5.2.3 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.

SECTION 6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is



currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. Compliance with Foreign Entity Laws. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

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



City of Pembroke Pines

concern, as defined in Section 692.201, Florida Statutes. (Source: Section 288.007(2), Florida Statutes);

10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);

10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,

10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 13. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

SECTION 15. This First Amendment 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 First Amendment 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.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Charles F. Dodge", written over a horizontal line.

Print Name: 2-6-2025
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: Charles F. Dodge February 27, 2025
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by:
Debra Rogers February 27, 2025
F8EA9A23A58B417...
DEBRA E. ROGERS, CITY CLERK

Signed by:



CONTRACTOR:

GOMEZ AND SON FENCE CORP.

DocuSigned by:
Signed By: Caridad Gomez
30663E7F0A86471...
Printed Name: Caridad Gomez
Title: President



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

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

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: February 18, 2025

ENTITY: Gomez and Son Fence Corp.

SIGNED BY: Caridad Gomez _____
DocuSigned by: 30663E7F0A86471...

NAME: Caridad Gomez

TITLE: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/24/2025

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown Insurance Services, Inc. 8825 NW 21st Terrace Doral FL 33172	CONTACT NAME: Mayra Portela PHONE (A/C, No, Ext): (305) 714-4400 FAX (A/C, No): (305) 714-4401 E-MAIL ADDRESS: Mayra.Portela@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER B: St. Paul Guardian Insurance Company</td> <td style="text-align: center;">24775</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D: FFVA Mutual Insurance Co.</td> <td style="text-align: center;">10385</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company	25658	INSURER B: St. Paul Guardian Insurance Company	24775	INSURER C: Travelers Property Casualty Company of America	25674	INSURER D: FFVA Mutual Insurance Co.	10385	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Gomez & Son Fence Corp. 10805 NW 22nd St Miami Doral FL 33172															

COVERAGES**CERTIFICATE NUMBER:** 24-25 GL/Auto/WC/UMB**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		4TCO6Y817353IND24	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BA6Y817273242SG	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
C	☒ UMBRELLA LIAB			CUP6Y817457242S	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE						
	DED ☒ RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC84008084892024A	08/19/2024	08/19/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

PSPW-21-11 Citywide Fencing

City of Pembroke Pines is an additional insured with regards to General Liability coverage when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**
 City of Pembroke Pines
 601 City Center Way

Pembroke Pines

FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description PIP - basic				Coverage Code	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description Experience Mod Factor 1				Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$10,487.00		
Ref #	Description WC & Employer's liability				Coverage Code WCEL	Form No.	Edition Date
Limit 1 100,000	Limit 2 500,000	Limit 3 100,000	Deductible Amount	Deductible Type	Premium		
Ref #	Description Drug Free Credit				Coverage Code DRUGF	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$1,314.00		
Ref #	Description Safety Program Cr				Coverage Code SPCR	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$536.00		
Ref #	Description Expense constant				Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium \$160.00		
Ref #	Description Premium discount				Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium -\$2,315.00		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		



City of Pembroke Pines

**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES
AND GOMEZ AND SON FENCE CORP.**

THIS AGREEMENT ("Agreement"), is dated this 20th day of April, 2022 ("Effective Date") and 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

GOMEZ AND SON FENCE CORP., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **10805 NW 22nd Street, Doral, FL 33172** (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 **October 26th, 2021**, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to provide for the **replacement and new installation of various types of fencing at various locations throughout the CITY 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) # PSPW-21-11
"Citywide Fencing"

1.2 On **November 23rd, 2021**, the bids were opened at the offices of the City Clerk.



1.3 On April 20th, **2022**, the CITY Commission approved a pool of responsive responsible firms deemed qualified to provide replacement and new installation fencing services at various locations throughout the CITY on an as-needed basis 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 perform replacement and new installation services at various locations throughout the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR agrees to provide for the **replacement and new installation of various types of fencing at various CITY locations** 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. The CONTRACTOR shall provide the Services as identified herein and more specifically described in **RFQ # PSPW-21-11**, 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"**.

2.2 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 the written request and upon authorization by the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any certain amount or quantity of goods or services.

2.3 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 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 or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.



2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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 an initial **three (3) year** period which shall commence on the effective date of this Agreement and naturally expire **three (3) years** thereafter.



3.2 This Agreement may be renewed at the expiration of the initial term, for an additional three (3) year term upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations**. In the event that the term of this Agreement expires 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 **seven (7) 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, in the event 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 unnecessary delay, 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 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 **TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$2,250,000.00)**, the estimated annual amount for the pool of qualified vendors is anticipated to be **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**. 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.

4.2.1 Should a single assignment/project assigned to CONTRACTOR exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)**, the CITY may retain/deduct five percent (5%) from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. 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 one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins.

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.

4.5 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. 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's Public Services Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees. Payment will be made to CONTRACTOR at:

**Gomez and Son Fence Corp.
PO BOX 226915
Miami, FL 33222**

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 one (1) year 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 one (1) year warranty period does not begin until completion of an assignment/project, and the subsequent release of any Performance or Payment Bonds if applicable. 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 of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings,



and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 7 **INSURANCE**

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

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

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

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

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of 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
\$500,000 Disease – Each Employee

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

Yes No

- ✓ ☐ **7.6.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a



combined single limit of liability for bodily injury and property damage no less than:

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

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

Yes No

☐ ✕

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

Yes No

☐ ✕

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

Yes No

☐ ✕

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

Yes No

☐ ✕

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

Yes No

☐ ✕

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in



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

Yes No

☐ *

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not



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

7.7 REQUIRED ENDORSEMENTS

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

8.1 Should a single assignment/project assigned to CONTRACTOR exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)**, the CONTRACTOR shall be required to comply with the requirements of this Article 8. If applicable, the CITY will notify the CONTRACTOR, thereafter CONTRACTOR shall advise CITY the amount due to cover the cost associated with obtaining a Payment and a Performance Bond. The CITY will provide an allowance for the Payment and Performance Bond and reimburse the CONTRACTOR for said cost.

8.2 Within fifteen (15) calendar days after Notice of Award for a specific assignment/project, and in any event prior to commencing work on said assignment/project, the CONTRACTOR shall execute and furnish to CITY a payment and a performance bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the 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+

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

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



ARTICLE 9

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 10

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 11

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 12

UNCONTROLLABLE FORCES

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. 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 13

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 14

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 15

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.



City of Pembroke Pines

ARTICLE 16 **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 17 **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 18 **DISPUTE RESOLUTION**

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

ARTICLE 19 **PUBLIC RECORDS**

19.1 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:

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

19.1.2 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;

19.1.3 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



19.1.4 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.

19.2 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 20
SCRUTINIZED COMPANIES**

20.1 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:

20.1.1 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

20.1.2 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:



20.1.2.1 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

20.1.2.2 Is engaged in business operations in Syria.

ARTICLE 21

EQUAL BENEFITS FOR EMPLOYEES

21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances at the time of contract award.

21.2 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.

21.3 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.

21.4 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.

21.5 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 22 EMPLOYMENT ELIGIBILITY

22.1 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.

22.1.1 Definitions for this Section.

22.1.1.1 "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.

22.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

22.1.1.3 "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.

22.1.1.4 "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.

22.2 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:

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

22.2.2 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

22.2.3 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 23

MISCELLANEOUS

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

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

23.3 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of 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.

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

23.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this



City of Pembroke Pines

provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR:	Albert Aguirre – Project Executive Gomez and Son Fence Corp. 10805 NW 22 nd Street Miami, FL 33172 E-mail: albert@gomezfence.com Telephone No: (305) 471-8922

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

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

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

23.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement,



and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

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

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

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

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

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

23.15 Compliance with Jessica Lunsford Act. CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for vendors performing services at a Florida public school or for a public school district, if 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:

Marlene D. Graham April 28, 2022

E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

BY: *[Signature]*

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

013E807C191D4FF

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

BY: *Charles F. Dodge* April 27, 2022

DocuSigned by:

47B988ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

GÓMEZ AND SON FENCE CORP.

Signed By: *[Signature]*

Name: *Caridad Gomez*

Title: *President/Owner*

Exhibit A



Citywide Fencing

Request for Qualifications # PSPW-21-11

General Information		
Project Cost Estimate	The City anticipates using approximately \$500,000 in fencing annually.	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
Question Due Date	November 11, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on November 23, 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	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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ATTACHMENTS

- 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: Aluminum Fencing Specifications
- Attachment F: Waste Water Treatment Plant (WWTP) Fencing Project



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 # PSPW-21-11 Citywide Fencing

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, November 23, 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 provide the replacement and new installation of various types of fencing at various locations throughout the City on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

The City intends to establish a pool of contractors, in which the City will contact all of the contracts 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 firm 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 is the Waste Water Treatment Plant project as outlined in **Attachment F**.

In addition, in certain occasions, the City may also request pricing from the Pool of Contractors to obtain materials only, in the event that the City decides to install a fencing project in-house.

A.1.3 SCOPE OF WORK – POOL OF CONTRACTORS TO REMOVE, FURNISH AND INSTALL FENCING

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.

Below is a summary of the typical groups of work that the City will require pricing on from the Pool of Contractors:

- **Group 1: Complete Removal and Disposal**
- **Group 2: #6 Gauge Complete System Installation**
- **Group 3: #9 Gauge Complete System Installation**
- **Group 4: Backstop Complete System Installation**
- **Group 5: Gate and Hardware Installation**
- **Group 6: Removal and Replacement of Fabric**
- **Group 7: Posts Installed**
- **Group 8: Posts Installed**
- **Group 9: Tension Wire, Top, Bottom, and Mid Rails**
- **Group 10: Aluminum and Pressure Treated Wood Fence**
- **Group 11: Miscellaneous**

All Specifications listed in Sections **A.1.3.4** through **A.1.3.15** refer to Chain Link Fencing only.

A.1.3.1 GENERAL CONDITIONS

- a. Contractor is responsible for pulling all required permits. All permit fees will be paid directly by the City.



- b. Contractor shall be responsible for providing all documents needed for acquiring building permits (excluding Group 10 Aluminum gates and picket fence).
- c. All dimensions and sizes provided in the scope are considered to be a minimum City standard. If the building code requires a stronger standard then the building code shall prevail.
- d. All work shall comply with the Florida Building Code.
- e. Installation shall be made in a professional, workman-like manner with skilled mechanics experienced in erection of these types of fence. The fence shall be erected on line and to grade as provided by owner.
- f. Do not begin work prior to establishment of final grades. Examine conditions under which fence and gates are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in an acceptable manner.
- g. All material and components shall be new and free of defects and or damage (except for temporary construction fencing).
- h. Contractor to clean up work area of all debris and surplus materials upon completion of the fences, gates and associated work.
- i. Contractor will be responsible for backfilling exposed post holes and return to original grade.
- j. Cleanup of equipment must be done off-site.

A.1.3.2 ALUMINUM FENCING SPECIFICATIONS

Refer to the approved drawings by Jorge Gutierrez Architect LLC supplied in
Attachment E: Aluminum Fencing Specifications

A.1.3.3 PRESSURE TREATED WOOD FENCING SPECIFICATIONS

- a. Use only pressure treated lumber that is rated for ground contact.
- b. All pickets are to be 3/4" x 6" x 6' Dog Ear.
- c. Nails are not permitted. Use only screws that are rated for outdoor use in pressure treated wood. Minimum size for securing 2x4 to post is #9 x 3". Minimum size for securing pickets is #8 x 1 3/4".
- d. All hinges and latches are to be galvanized steel.
- e. Install gates plumb, level, and secure for full opening without interference.



- f. Hang swing gates on hinges so they remain motionless in any position.
- g. Gate frames shall be fabricated of 1 ½" galvanized square tubing using welded construction to form rigid and watertight connections.
- h. All welds shall be touched up with matching zinc-rich paint.
- i. Gates must be properly braced to eliminate any possible sagging conditioning.

A.1.3.4 CHAIN LINK FABRICS

a. General Requirements

Chain link fabric shall be placed on the security/activity side of post & gates.

Fasten to terminal posts and vertical gate framing with stretcher bar and stretcher bar bands spaced at maximum 15-inch intervals.

Fasten to line posts and intermediate vertical gate framing with STEEL tie wire attached at minimum 14-inch intervals.

Fasten to intermediate horizontal rails and horizontal and diagonal gate rails and bracing with STEEL tie wire attached at maximum 24-inch intervals.

Fasten to the top of gates and the bottom of gates and transom rails with vandal-proof wire clips at maximum 14-inch centers.

Fabric shall remain in tension after pulling force is released.

Mesh shall be 2 inches with a tolerance of +/- 1/8 inch unless otherwise specified by the City (excluding tennis).

For Tennis Court Mesh shall be 1 5/8 inches with a tolerance of +/- 1/8 inch.

Top and bottom of all fabrics (except Temporary Construction fencing) shall be knuckled.

Contractor to provide prices for fencing with the different materials shown below.

b. Hot Dipped Galvanized

Fabric shall be #6-gauge hot dipped galvanized coated steel chain link.



The galvanized coating shall be Zinc 5% Aluminum alloy coated steel chain link fabric as per ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric.

Hot-dipped galvanized after weaving to produce zinc coating of not less in weight than 1.2 ounces per square foot.

c. Extruded PVC Coated

#6-guage fabric shall be #9-gauge extruded hot dipped galvanized steel wire core with extruded PVC coating form fitting a finished #6-gauge fabric.

#9-guage fabric shall be #11-gauge extruded hot dipped galvanized steel wire core with extruded PVC coating form fitting a finished #6-gauge fabric.

A.1.3.5 FITTINGS & ACCESSORIES

- a. Malleable iron or steel, hot-dip galvanized.
- b. Tension Stretcher Bars: 3/16 inch by 3/4 inch beveled edge, two inches less than fabric height. Provide one bar for each gate and end post and two for each corner and pull post.
- c. Tension Stretcher Bar Bands: 11 Gauge beveled steel for attaching fabric and tension stretcher bars to gate end and pull posts.
- d. Tie Wire: For intermediate posts shall be #9-gauge galvanized steel wire. The wire for top rail shall be #9-gauge galvanized steel wire.

A.1.3.6 TENSION WIRE

- a. Tension wire shall only be used if specifically requested by the City. Refer to **Section A.1.3.8 a.**
- b. Tension wire shall be stretched taut from terminal post to terminal post.
- c. It shall be attached to the fence with 9 gauge hog rings every 24 inches.
- d. The bottom tension wire shall be #7 gauge aluminum coated spring coil or crimped wire. Minimum weight of aluminum coating shall be 0.40 ounces per square foot of wire surface.

A.1.3.7 POST, GATE FRAMES AND RAILS



- a. All posts, gate frames and rails shall be schedule 40 steel pipe in accordance with ASTM A120, TYPE I, and shall be hot dip galvanized with 1.8 ounces of zinc per square foot of coated surface area.
- b. All posts, gate frames and rails for PVC coated shall be schedule 40 steel pipe in accordance with ASTM A120, TYPE I, and shall be PVC coated.
- c. Diameter of pipes shall be as noted on post & rail schedule.

A.1.3.8 TOP, MIDDLE & BOTTOM RAILS

- a. All fencing shall include a bottom rail in lieu of tension wire, unless tension wire is specifically requested by the City.
- b. Middle rails is required on all fencing 10' and above.
- c. Pipe shall be 1 5/8 inches O. D. Schedule 40.
- d. Couplings are to be outside type at least 6 inches long.
- e. Top rails for 4, 5 & 6 foot fences:
 - The top rail shall be provided with couplings approximately every 21 feet.
 - The top rail is to pass through the line posts, tops and form a continuous brace from end to end of each stretch of fence.
 - Top rail shall be securely fastened to the terminal posts with 11 gauge pressed steel bands and malleable rail ends.
- f. Top rails for 8, 10, 12, 18, 20, 24 and 30-foot fences, shall be secured to the intermediate posts with boulevard clamps.
- g. Middle rails for 8, 10, 12, 18, 20, 24 and 30-foot fencing shall be secured to the intermediate posts with boulevard clamps.
- h. Middle rails on all fencing 10-foot or greater shall be spaced evenly between the top and bottom rails.
- i. Bottom rails will be secured with boulevard clamps.

A.1.3.9 GATES

- a. Install gates plumb, level, and secure for full opening without interference.



- b. Install ground set items in concrete.
- c. Hang swing gates on hinges so they remain motionless in any position.
- d. Adjust hardware for smooth operation and lubricate where necessary.
- e. Gate frames shall be fabricated using welded construction to form rigid and watertight connections.
- f. Gates for 4, 5, 6, 7, 8, 10 and 12-foot high fence shall be constructed of 2" O.D. pipe.
- g. All welds shall be touched up with matching zinc-rich paint.
- h. Gates must be properly braced to eliminate any possible sagging conditioning.
- i. Hinges shall be **commercial Bulldog hinge** of sufficient strength and design to permit easy and trouble-free operation.
- j. All gates shall be equipped with a positive type-latching device with means for padlocking.
- k. All drive gates shall be equipped with center plunger rods, catch and semi-automatic outer catches to secure gates in open position.
- l. All walk gates shall be equipped with a pin-welded to the gate frame to engage the semi-automatic latch on the gateposts.
- m. Gates for 4 & 5 foot high fence shall be constructed of 1 5/8" O.D. pipe equipped with box hinges and malleable fork latches.

A.1.3.10 BRACES

Brace pipes shall be the same as top rail and shall be installed midway between the top rail and the ground and extend from the terminal post to the first adjacent line post. Braces shall be securely to posts by #11-gauge pressed steel and malleable fittings then securely trussed from the line posts the base of the terminal posts with a 3/8" truss rod and tightened. Braces are required only in heights of 6 foot and higher.

A.1.3.11 FITTINGS, ACCESSORIES, AND GATE POSTS

All fittings and accessories shall be malleable iron or steel, Hot-Dip galvanized. Cap posts to exclude moisture from tubular sections. Post for swing gates shall be pipe of the following nominal sizes for each gate leaf:

- a. 4 - 5 Foot High Fence:
 - Gate Leaf up to 6' wide (inclusive) -2 1/2" O.D.



- b. 6 - 8 Foot High Fences:
- Gate Leaf up to 6' wide (inclusive) -3" O.D.

A.1.3.12 CONCRETE

- Ready mix concrete shall be used to install all posts.
- Concrete shall be 2500-PSI minimum compressive strength at 28 days.
- All concrete footings shall not extend above grade and shall be crowned to shed water.
- Placing of concrete underwater is not permitted.
- Contractor shall not pour concrete prior to inspection of postholes by Project Manager.

A.1.3.13 POSTS

- Space posts not more than ten feet on center.
- Posts shall be of sufficient length, to set in concrete not less than required in post & rail schedule.
- Check post for vertical and top alignment.
- All Posts shall have minimum 3 inches of concrete under the post.

A.1.3.14 POST AND RAIL SCHEDULE

Fence Height	4'	6'	8'	10'	12'	18'	20'	24'	30'
Corner and Pull Posts									
Diameter	2.5"	3"	3"	3"	3"	4"	4"	4"	6"
Hole Depth	33"	39"	39"	42"	42"	54"	54"	60"	70"
Hole Diameter	10"	12"	12"	14"	14"	16"	16"	24"	30"
Intermediate Posts									
Diameter	2"	2.5"	2.5"	2.5"	2.5"	3"	3"	3"	4"
Hole Depth	27"	36"	36"	36"	36"	36"	36"	54"	60"
Hole Diameter	10"	10"	12"	14"	14"	14"	16"	24"	30"
Rails									
Diameter	1 5/8"	1 5/8"	1 5/8"	1 5/8"	1 5/8"	1 5/8"	1 5/8"	1 5/8"	1 5/8"
Quantity Top	1	1	1		1	1	1	1	1
Quantity Middle	0	0	0	1	1	2	2	2	3
Quantity Top	T.W.	T.W.		1	1	1	1		

**A.1.3.15 BACKSTOP**

All Fences up to 10' height are required to be 6 gauge, 10' to 30' are to be 9 gauge.

A.1.3.16 DISCLOSURE

Contractor will submit a list of all subcontractors and material suppliers delivering to job site.

A.1.3.17 WARRANTY

- a. Contractor shall warrant its products and/or services against faulty labor and/or defective material for a minimum period of one (1) year from the date of completion of project.
- b. All copies of manufacturer warranties shall be presented to the City along with initial proposal submitted.

A.1.3.18 WORKDAY DEFINED

The workday shall start at 7:00 A.M. and end at 5:00 P.M. Monday through Thursday. Any deviations from this schedule must be pre-approved by the City of Pembroke Pines Project Manager.

A.1.3.19 UNDERGROUND SERVICE LINES

The contractor shall be responsible to request from appropriate utility companies physical locations of all underground lines. Contractor shall be responsible for repairs of any broken service line as a result of Contractor's work activities.

A.1.3.20 WORK COMMENCEMENT

Contractor shall neither commence any work nor enter the City work premise until a Work Order directing the Contractor to proceed with various items of work has been received.

A.1.3.21 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the City which is damaged by reason of the vendor's presence on the property.

A.1.3.22 WORK PROGRESS

- a. Contractor shall start each project based on information shown in "Notice to Proceed".
- b. Contractor to begin each stage of work as requested by project manager.



- c. Contractor to complete each phase of work within the time agreed upon with the City of Pembroke Pines Project Manager.

B.1.3 SCOPE OF WORK – POOL OF CONTRACTORS FOR FENCING MATERIALS ONLY

The City of Pembroke Pines may bring some of our fencing projects in house as opposed to using contractors for the installation process, as a result we may request pricing for materials from the Contractors that are selected to be in the Pool of Contractors, in-lieu of requesting pricing for materials with installation.

C.1.3 SCOPE OF WORK – WASTE WATER TREATMENT PLANT FENCING PROJECT

After the pool of contractors are selected, the first project that the City plans to complete is the installation of a new fence at the Wastewater Treatment Plant facility, as outlined in **Attachment F**. As a result, the City is preparing the contractors with the following information so that if they are selected to be in the Pool of Contractors, they will already have the necessary information to provide a quote and timeline to complete the project as outlined below.

The scope of work for this project shall comply with the scope of work as outlined in the applicable sections of **A.1.3 through A.1.3.22**.

C.1.3.1 SPECIFICATIONS

- Price shall include all materials, labor, permit documents and drawings (electrical drawings by the City).
- Electrical supply and connection to the gate operators will be provided by the City
- All old fencing has or will be removed by the City
- Fabric is to be #6-gauge hot dipped galvanized
- Posts are to be schedule 40 hot dipped galvanized
- Tie Wire to be #9-gauge galvanized steel wire
- Fasten to terminal posts and vertical gate framing with stretcher bar and stretcher bar bands spaced at maximum 15-inch intervals
- Fasten to line posts and intermediate vertical gate framing with STEEL tie wire attached at minimum 14-inch intervals



- Fasten to intermediate horizontal rails and horizontal and diagonal gate rails and bracing with STEEL tie wire attached at maximum 24-inch intervals
- Fasten to the top of gates and the bottom of gates and transom rails with vandal-proof wire clips at maximum 14-inch centers
- Fabric shall remain in tension after pulling force is released
- Mesh shall be 2 inches with a tolerance of +/- 1/8 inch
- 6 5/8" posts for cantilever gates
- 1 5/8" top, bottom, and mid rails
- 2" line posts
- 3" corner and end posts

C.1.3.2 PRODUCTS & QUANTITIES

Products	Quantities
8' high chain link fence	2,550 Feet
3 strand barbed wire on south fence	300 Feet
5' x 8' swing gate with push bar to exit	1
8' x 8' cantilever gate	1
15' x 8' cantilever gate	2
25' x 8' cantilever gate	3
All-O-Matic SL 100 FP Sliding gate operator	5
In asphalt exit loop sensors	5

1.4 PROJECT COST ESTIMATE & TIMELINE

A Pool of Contractors will selected for projects on an as-needed basis, the contract will be utilized by multiple departments in the City with an estimated aggregate annual spending limit of \$500,000. Projects will include new fences, replacement fences, fence repairs, and fence modifications. 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.

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. 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.
10. 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.
11. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
12. Explain the ability and experience of the field staff with specific attention to project related experience.
13. 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.
14. Provide the recent, current, and projected workload of the firm.

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 last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. In this section you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. Details should include the following:

1. References Contact Information
 - a. Name of Firm, City, County or Agency
 - b. Address
 - c. Contact Name
 - d. Contact Title
 - e. Contact E-mail Address
 - f. Contact Telephone #
2. Project Information
 - a. Name of Contractor Performing the work
 - b. Name and location of the project
 - c. Nature of the firm's responsibility on the project
 - d. Project duration
 - e. Completion (Anticipated) Date
 - f. Size of project



- g. Cost of project
- h. Work for which staff was responsible
- i. Contract Type
- j. The results/deliverables of the project

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

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

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
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.

1.5.2 Other Completed Questionnaires:

1. Contact Information Form
2. Proposer's Background Information

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

1.6.5 Local Business Tax Receipts

1.6.6 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.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.6.10 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that



vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).

- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.7 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)	October 26, 2021
Question Due Date	November 11, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	November 15, 2021
Proposals will be accepted until	2:00 p.m. on November 23, 2021
Proposals will be opened at	2:30 p.m. on November 23, 2021
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on November 23, 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



City of Pembroke Pines

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.



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.

2.6 REQUIRED INSURANCE



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

Yes No

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

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

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

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

Yes No

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

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

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



Yes No

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

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

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

Yes No

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

Yes No

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

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

Yes No

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



City of Pembroke Pines

Yes No

- ☐ **x** 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

- ☐ **x** 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

- ☐ **x** 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

- ☐ **x** 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence



basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

- ☐ **x** 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

- ☐ **x** 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

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



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

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

Yes No

☐ x 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 they 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



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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

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

3.9 SAMPLES

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

3.10 ESTIMATED QUANTITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

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

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

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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



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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

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

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

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



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

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

3.28 DEFAULT PROVISION

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT



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

3.31 SCRUTINIZED COMPANIES LIST

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

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

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

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

2. Is engaged in business operations in Syria.

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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

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

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

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



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

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

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

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

3.34 CONE OF SILENCE

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

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

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

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

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

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

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



(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

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

2) Registration Requirement; Termination:

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Not applicable.

4.2 PAYMENT AND PERFORMANCE BONDS

In the event that any fencing 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



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 _____



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.



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 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



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



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.



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



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 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*



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



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

☐ ☐

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

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

Yes No

☐ ☐

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

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

7.7.2 Waiver of all Rights of Subrogation against the CITY.



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

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

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

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

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement



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

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11

UNCONTROLLABLE FORCES

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

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

ARTICLE 12

GOVERNING LAW AND VENUE



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

ARTICLE 13

SIGNATORY AUTHORITY

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



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

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran 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



- ☐ 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) 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 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



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:

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

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

CONTRACTOR «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.



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:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

«Vendor_Name_Upper_Case»

Signed By: _____

Name: _____

Title: _____



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:

Witnesses:

CONTRACTOR
[NAME OF CONTRACTOR]

BY: _____

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.

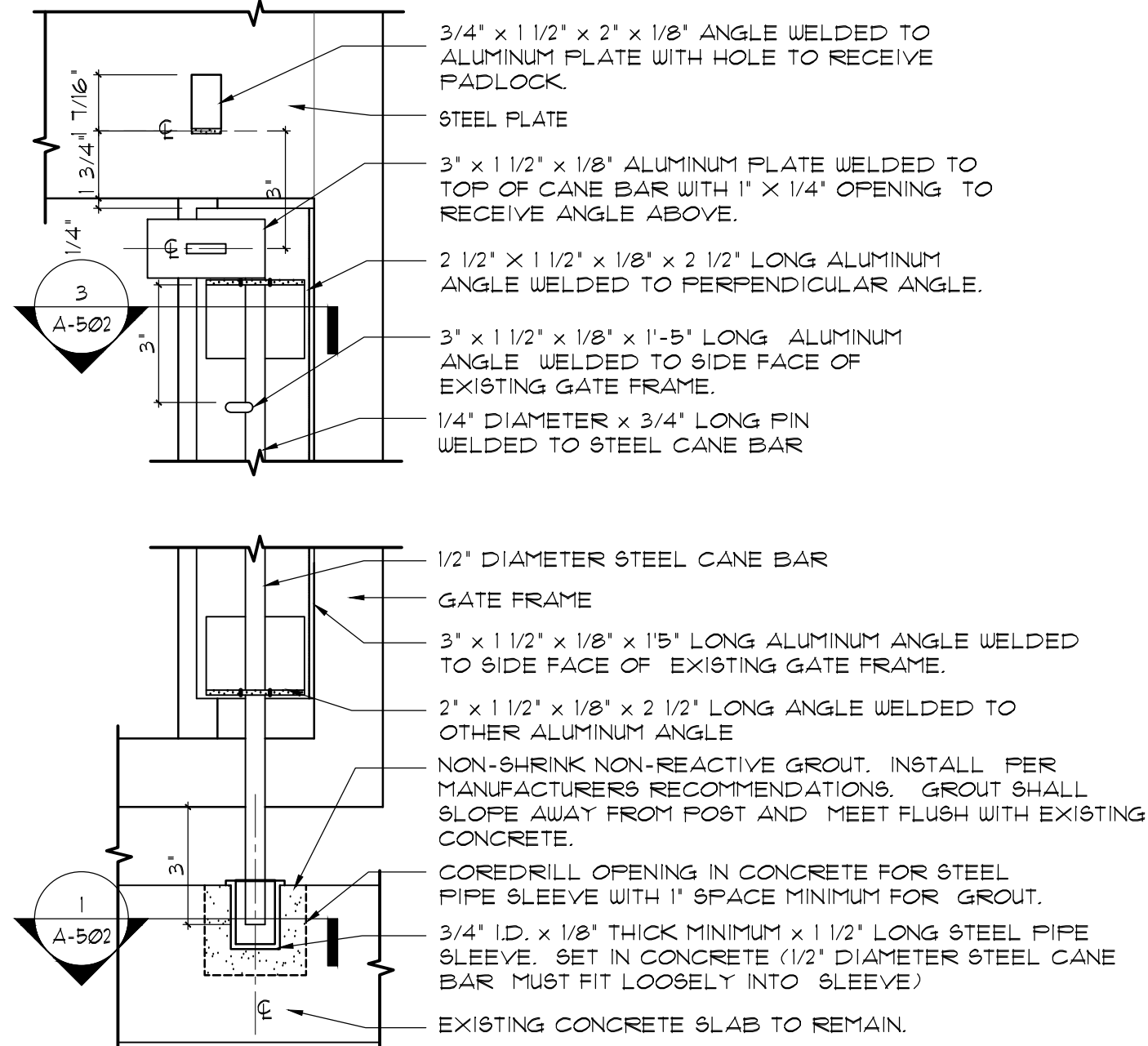
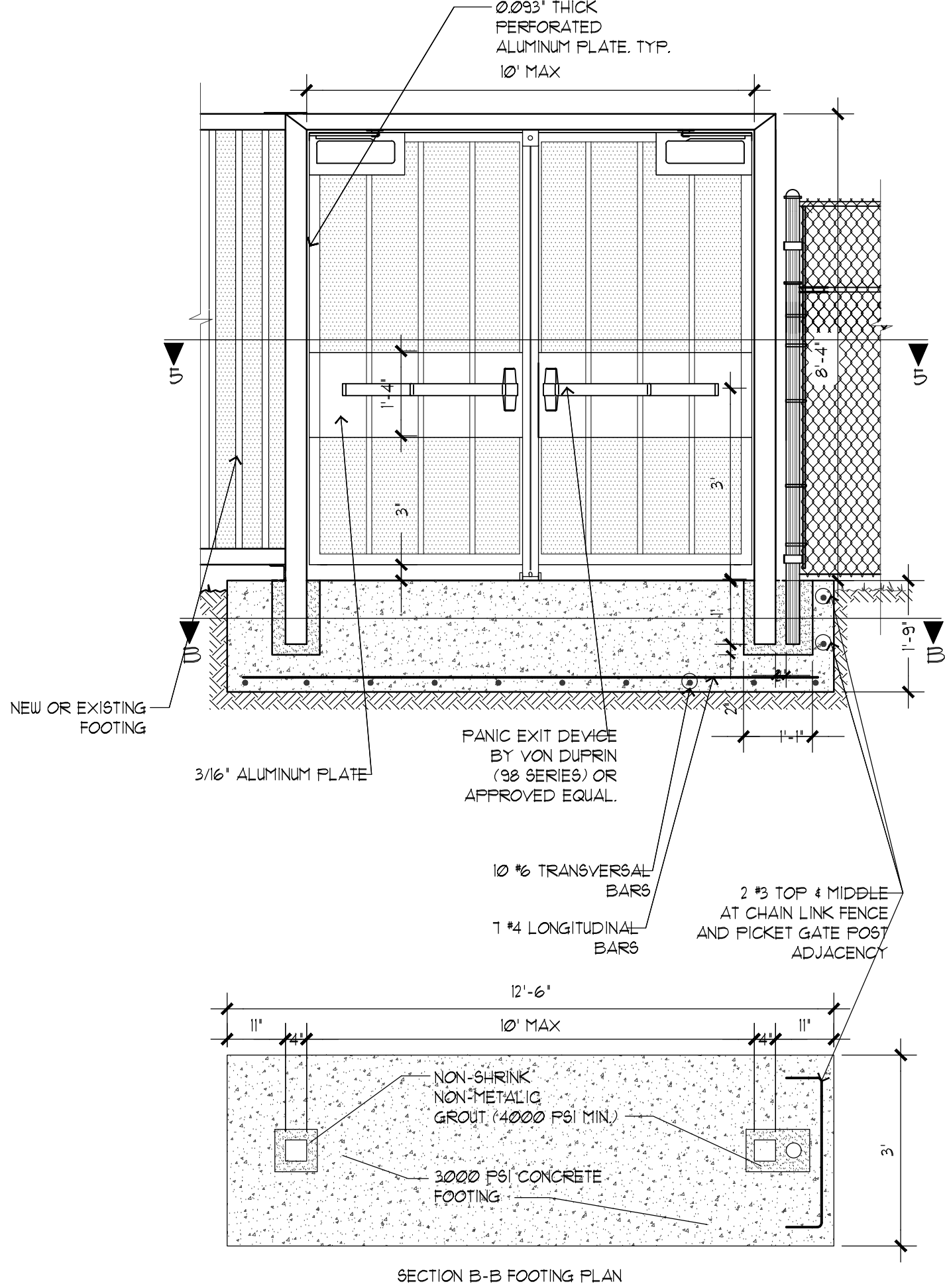
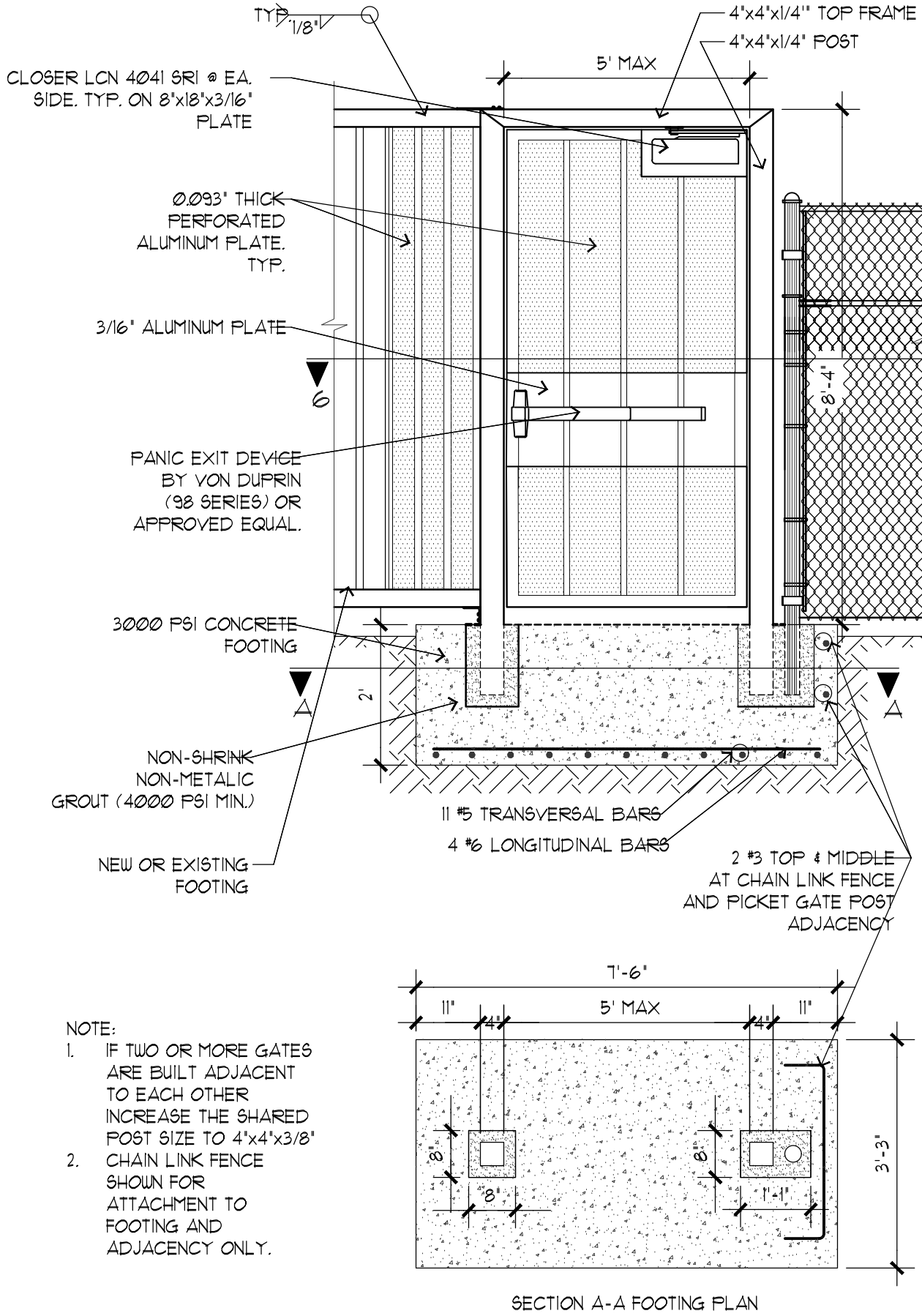
NOTARY PUBLIC

Print or Type Name

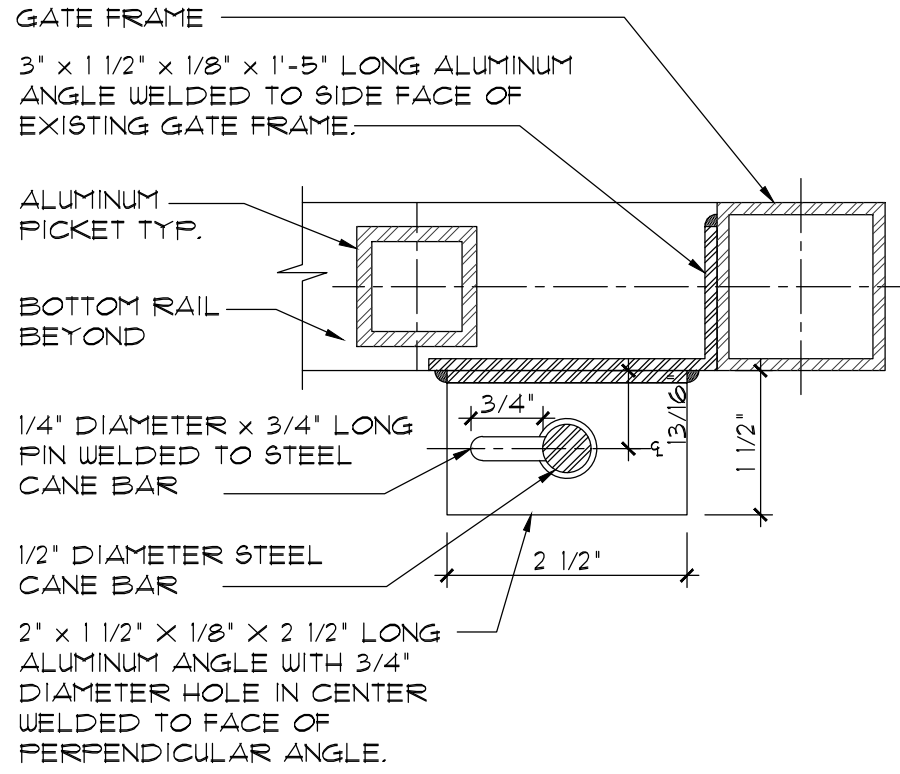
My Commission Expires:

STRUCTURAL NOTES:

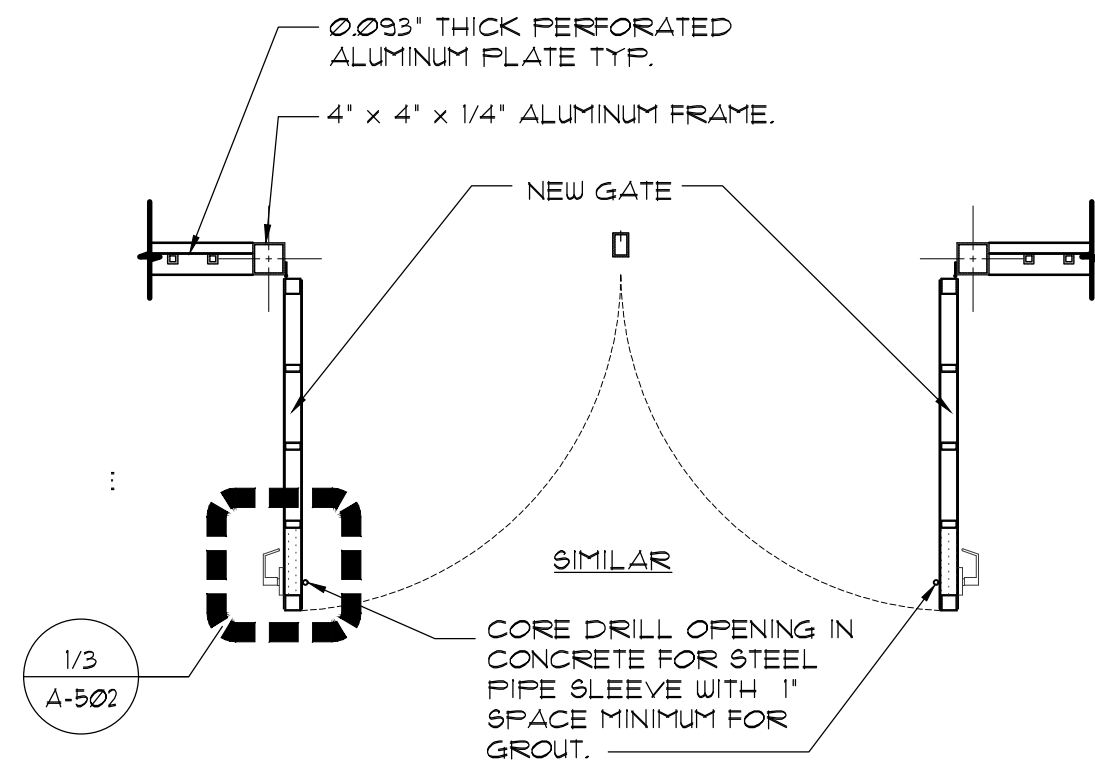
1. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS AND ARCHITECTS DRAWINGS AND THE SPECIFICATIONS.
2. CRITERIA AND LOADS:
- A. LOADS AND DESIGN SEE STRUCTURAL SHEET S-1
3. ISOLATE DISSIMILAR METAL MATERIALS.
4. CONCRETE FOR POST SETTING: READY-MIXED CONCRETE (ASTM C 94) WITH NORMAL WEIGHT COURSE AGGREGATE (ASTM C 33). CONCRETE SHALL ACHIEVE 3000 PSI MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AND MAXIMUM WATER / CEMENT RATIO IS 0.6.
5. NON-SHRINK HIGH-STRENGTH GROUT SHALL BE PREMIXED COMPOUND CONSISTING OF NON-METALLIC AGGREGATE, CEMENT, WATER REDUCING & PLASTICIZING AGENTS, CAPABLE OF DEVELOPING MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI IN 28 DAYS. SEE SHEET S-1
6. THOROUGHLY CLEAN ANY WELDS OR ABRADED AREAS OF DAMAGED GALVANIC COATING & PAINT WITH 2 COATS OF SHERWIN WILLIAMS 'ZINC CLAD 5' OR APPROVED EQUAL.



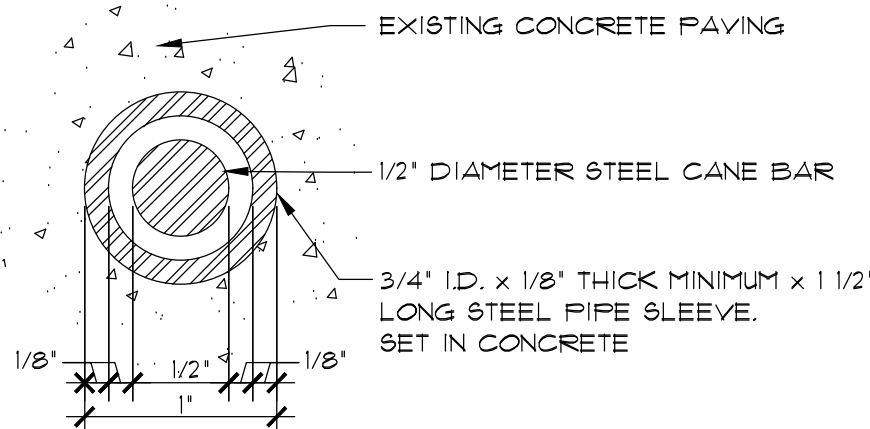
4 GATE "HOLD OPEN" ELEVATION DETAIL
SCALE: 3"-1'-0"



3 GATE "HOLD OPEN" PLAN DETAIL
SCALE: 6"-1'-0"

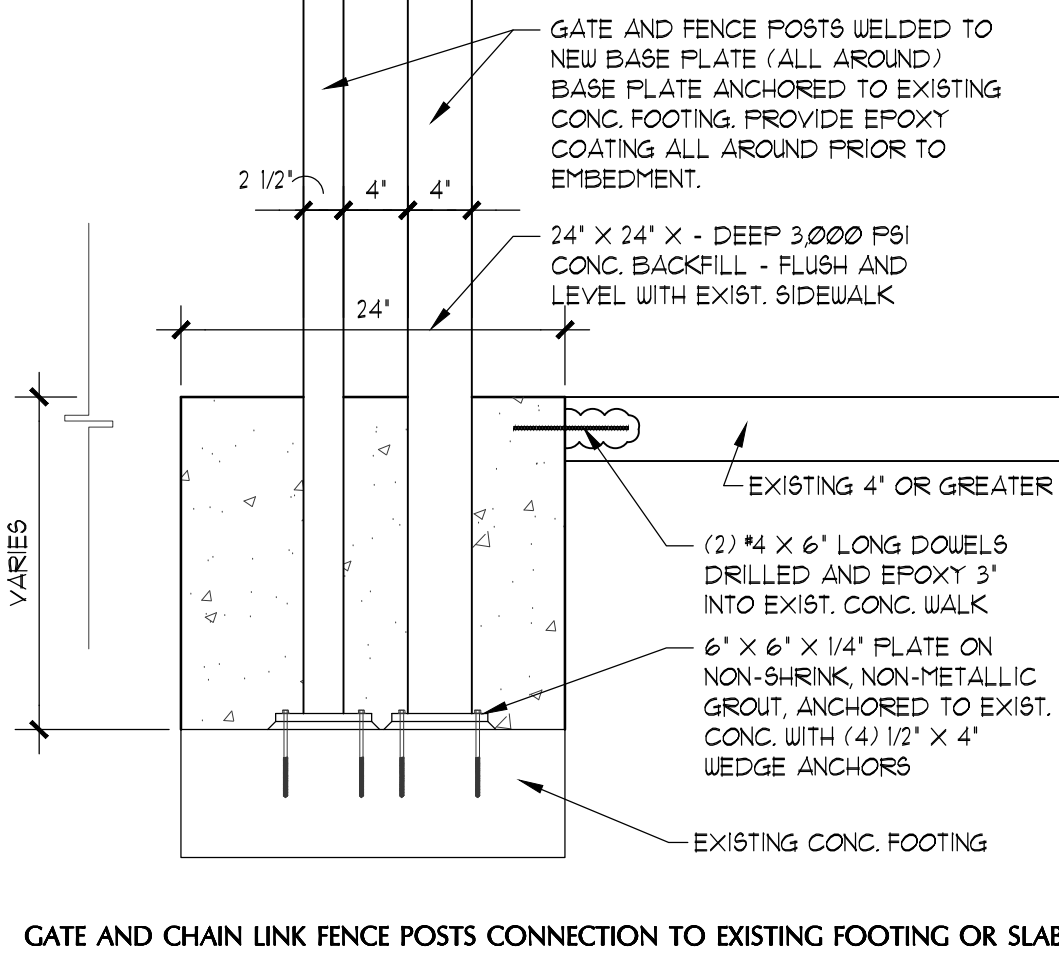


2 GATE PLAN DETAIL (TYP.)
SCALE: 1/2"-1'-0"

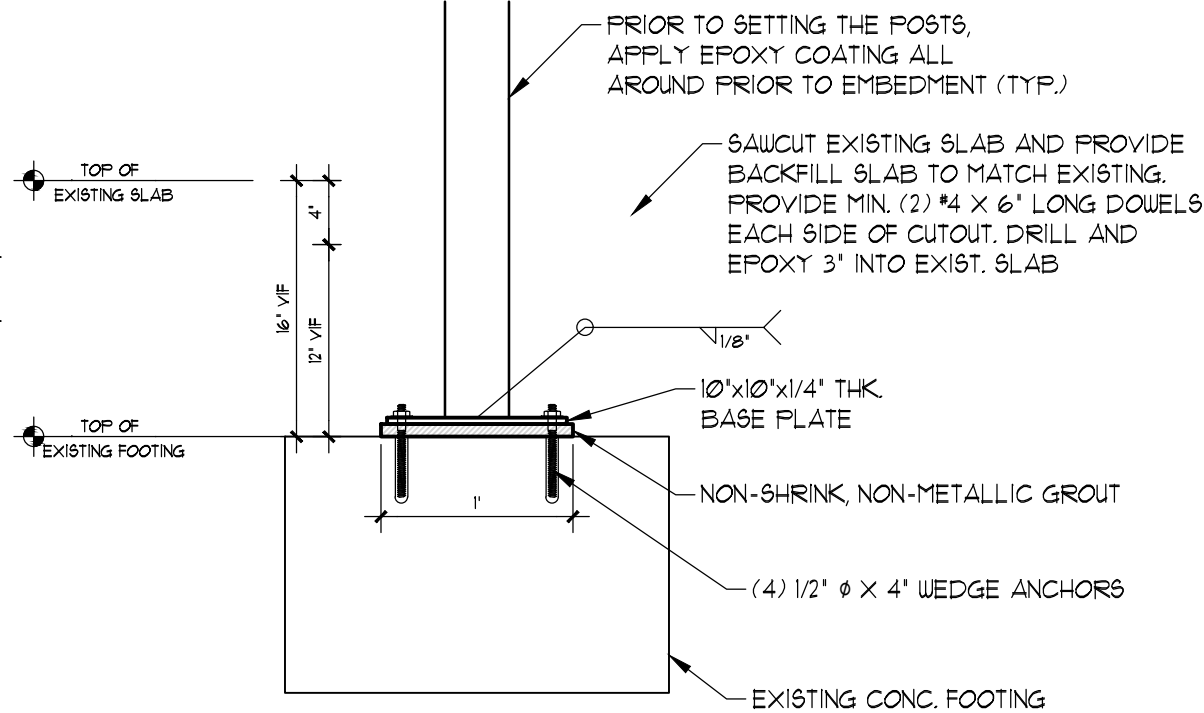


1 PIPE SLEEVE PLAN DETAIL
SCALE: 1"-1'-0"

8 SINGLE GATE DETAILS
1/2" = 1'-0"

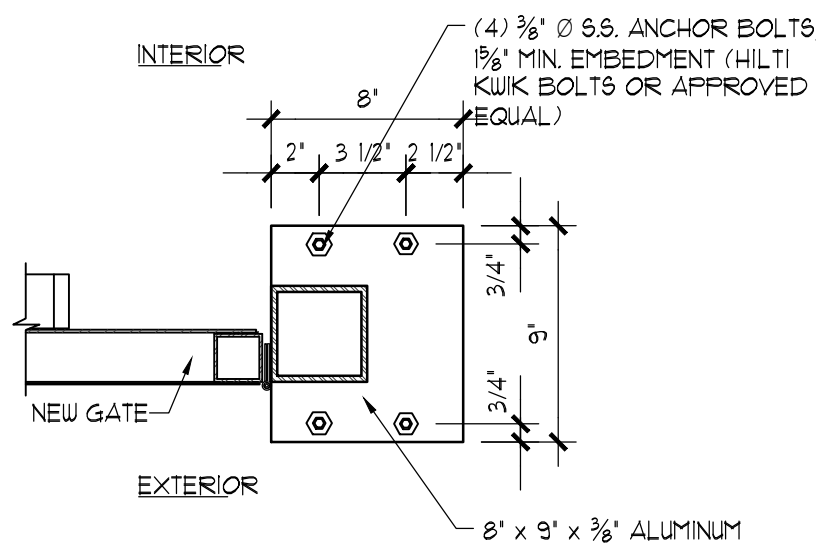


GATE AND CHAIN LINK FENCE POSTS CONNECTION TO EXISTING FOOTING OR SLAB



GATE OR PICKET FENCE POSTS CONNECTION TO EXISTING FOOTING OR SLAB

7 DOUBLE GATE DETAILS
SCALE: 1/2"-1'-0"



5 BASE PLATE DETAIL
SCALE: 1/4"-1'-0"

6 TYPICAL CONNECTION DETAILS TO EXISTING CONSTRUCTION
SCALE: 1" = 1'-0"

JORGE A GUTIERREZ
ARCHITECT LLC
14400 NW 77th CT
Suite 104, Miami Lakes
Florida 33016
Telephone 786-657-2352
Cell 954-804-3517
WWW.JAGAIA.COM

LICENSE NO.
AA 26002181

JORGE GUTIERREZ
AR 14571
SEAL

REVISION

NO DATE

ALUMINUM GATES AT ACADEMIC VILLAGE

17189 SHERIDAN ST.
PEMBROKE PINES, FL 33331

PROJECT NAME

GATE HOLD
OPEN DETAILS

SHEET TITLE

DRAWN

MR

CHECKED

JG

DATE

06-21-2019

SCALE

AS NOTED

JOB NO

92190621

SHEET

A-502

City of Pembroke Pines Wastewater Treatment Plant Fence

13975 Pembroke Road, Pembroke Pines, 33027

SPECIFICATIONS

- Price is to include all materials, labor, permit documents and drawings (electrical drawings by the City)
- Contractor to obtain permit, however permit fees will be waived
- Electrical supply and connection to the gate operators will be provide by the City
- All old fencing has or will be removed by the City
- Fabric is to be #6-gauge hot dipped galvanized
- Posts are to be schedule 40 hot dipped galvanized
- Tie Wire to be #9-gauge galvanized steel wire
- Fasten to terminal posts and vertical gate framing with stretcher bar and stretcher bar bands spaced at maximum 15-inch intervals
- Fasten to line posts and intermediate vertical gate framing with STEEL tie wire attached at minimum 14-inch intervals
- Fasten to intermediate horizontal rails and horizontal and diagonal gate rails and bracing with STEEL tie wire attached at maximum 24-inch intervals
- Fasten to the top of gates and the bottom of gates and transom rails with vandal-proof wire clips at maximum 14-inch centers
- Fabric shall remain in tension after pulling force is released
- Mesh shall be 2 inches with a tolerance of +/- 1/8 inch
- 6 5/8" posts for cantilever gates
- 1 5/8" top, bottom, and mid rails
- 2" line posts
- 3" corner and end posts

PRODUCTS & QUANTITIES

• 8' high chain link fence	2,550'
• 3 strand barbed wire on south fence	300'
• 5' x 8' swing gate with push bar to exit	1
• 8' x 8' cantilever gate	1
• 15' x 8' cantilever gate	2
• 25' x 8' cantilever gate	3
• All-O-Matic SL 100 FP Sliding gate operator	5
• In asphalt exit loop sensors	5



PSPW-21-11 - Citywide Fencing

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



Project Details

Project: Citywide Fencing

Ref. #: PSPW-21-11

Type: RFSQ

Status: CLOSED

Open Date: Oct 26th 2021, 7:00 AM EDT

Intent to Bid Due Date: Nov 23rd 2021, 2:00 PM EST

Questions Due Date: Nov 11th 2021, 8:30 PM EST

Close Date: Nov 23rd 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 provide the replacement and new installation of various types of fencing at various locations throughout the City on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

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.

After the pool of contractors has been established, the first project that the City intends to request pricing for is the Waste Water Treatment Plant project as outlined in Attachment F.

In addition, in certain occasions, the City may also request pricing from the Pool of Contractors to obtain materials only, in the event that the City decides to install a fencing project in-house.

December 2021

prevnext

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2	3	4
5	6	7	8	9	10	11
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...



PASSED	Open Date	Online Portal	Posting date for the Opportunity	Oct 26th 2021, 7:00 AM EDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Nov 11th 2021, 8:30 PM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Nov 23rd 2021, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Nov 23rd 2021, 2:00 PM EST	Yes

Commodity Codes:US_NAICS_2017 23 **Construction**US_NAICS_2017 238 **Specialty Trade Contractors**US_NAICS_2017 238990 **All Other Specialty Trade Contractors****Supporting Documentation:**

File	Type	Description	Date Created	Actions
Aluminum Fencing Specifications.pdf	Documentation	Attachment E	Oct 18th 2021, 8:26 AM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 18th 2021, 8:23 AM EDT	Download
PSPW-21-11 Citywide Fencing - Question Answers.pdf	Other	Document - Answers to Questions	Nov 18th 2021, 7:31 PM EST	Download
RFQ PSPW-21-11 Citywide Fencing.pdf	Documentation	1) RFQ	Oct 24th 2021, 4:07 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Oct 18th 2021, 8:34 AM EDT	Download
Specimen Contract - Continuing Services Agreement for Pool of Contractors.pdf	Documentation	Attachment C	Oct 20th 2021, 5:49 PM EDT	Download
Standard Release of Lien.pdf	Documentation	Attachment D	Oct 18th 2021, 8:35 AM EDT	Download
Submission Instructions - PSPW-21-11.pdf	Other	Helpful Submission Instruction Guide for New Bidders	Oct 23rd 2021, 6:41 PM EDT	Download
Waste Water Treatment Plant Fencing Project.pdf	Documentation	Attachment F	Oct 18th 2021, 8:26 AM EDT	Download

[Navigation](#)**Requested Information:**



Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-38AJ)	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

Search

Vendors	# Files	Actions
Cambridge LTD	9	View
Coast to Coast Garage Door	9	View
Construction Bid Source	1	View
Construction Bulletin	1	View
Construction Journal	9	View
DC FENCE SOLUTIONS CORP	8	View
Dodge Data & Analytics	8	View
Dodge Data & Analytics	2	View
Dodge Data Analytics	2	View
Dodge Data and Analytics	1	View
Emm-Trace, Inc.	2	View
GD Supplies LLC	2	View
Gomez and Son Fence, Corp	10	View
Green Alliance, Inc.	4	View
Onvia, Inc	3	View
? Navigation iami LLC	10	View



TECHGROUPONE, INC

10

view

Interested Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
DC FENCE SOLUTIONS CORP	Daylen Puerto	Dcfence01@gmail.com	7867474766	Fence and Gate

✉ Messages

Public Notices (1*)

Opportunity Q&A (2*)

Search

Search...

Mark Gomes

Answers to Questions

Please see the attached file with Answers to Questions that were asked.

7:31 PM





Click New Public Notice or click a conversation on the left to see message here.

Submissions and Subcontracting

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





Public Notices

Answers to Questions

Nov 18, 2021 7:31 PM EST

Please see the attached file with Answers to Questions that were asked.



Citywide Fencing - Questions and Answers

Question 1) According to the documents, this contract will be for an initial three-year period with an additional three-year renewal, should the contractor maintain the price throughout the contract period? Can prices (material prices) be reconsidered during the contract?

Answer: The City is not requesting pricing at this time, and the contractors will not have to hold any pricing throughout the term of the contract. 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 specific projects as they arise. The lowest, most responsive/responsible Contractor that can meet the City's requirements shall be awarded the project(s) on an as-needed basis.

Question 2) This refers to the Q-38AJ proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet? Or will you upload a new form Q-38AJ with the updated formula?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a red box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary

Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	132	10.61%	



Question 3) I understand, but we completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment	
Equal Benefits Certification Form				
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor Drug-Free Workplace Certification Form				
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply		A comment is required for this response
E-Verify System Certification Statement				
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Business Tax Receipts				
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.	
Scrutinized Company Certification				
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
11 Questions			81.82% Complete	



City of Pembroke Pines

(OFFICE USE ONLY) Vendor #

Exhibit B

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>Gomez and Son Fence, Corp</u>		
Doing Business As (DBA)			
Primary Business Address	<u>2310 NW 30th Court</u>		
	City:	<u>Oakland Park</u>	
	State:	<u>Florida</u>	Zip: <u>33311</u>
	Country:	<u>USA</u>	
Remit To Address	<u>PO Box 226915</u>		
	City:	<u>Miami</u>	
	State:	<u>Florida</u>	Zip: <u>33222</u>
	Country:	<u>USA</u>	
Order From Address	<u>10805 NW 22nd Street</u>		
	City:	<u>Miami</u>	
	State:	<u>Florida</u>	Zip: <u>33178</u>
	Country:	<u>USA</u>	
Foreign Entity (Yes/No)	<u>NO</u>		
Telephone Number	<u>(305) 471-8922</u>		
Primary Company E-mail	albert@gomezfence.com		
Fax	<u>(305) 471-8925</u>		
Website	www.gomezfence.com		
DUNS	<u>14-778-1470</u>		
Independent Contractor (Yes/No)	<u>YES</u>		
Identification Number	SSN:		FID: <u>45-2731396</u>

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.
None	None	30

CONTACT INFORMATION	
Contact Name (First & Last Name)	<u>Albert Aguirre</u>
Description/Title/Position	<u>Project Executive</u>
Phone (Voice)	<u>(305) 471-8922</u>
Phone (Text)	<u>(305) 724-9457</u> Opt In (Y/N): <u>Y</u>
Fax	<u>(305) 471-8925</u>
E-mail	albert@gomezfence.com

Form W-9
(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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gomez & Son Fence Corp.

2 Business name/disregarded entity name, if different from above

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10805 NW 22nd Street

6 City, state, and ZIP code

Miami, FL 33172

7 List account number(s) here (optional)

Requester's name and address (optional)

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

____ - ____ - ____

OR

Employer identification number

4 5 - 2 7 3 1 3 9 6

Part II Certification

Under penalties of perjury, I certify that:

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

Date ►

4/19/2021

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.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Gomez and Son Fence, Corp		
Doing Business As (DBA)			
Primary Business Address	2310 NW 30th Court		
	City:	Oakland Park	
	State:	Florida	Zip: 33311
	Country:	USA	

Organization Background	
Please state the year that you company started its business	1990
Please state the year that your company started providing service under your current business name	1990
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration
General Contractors	CGC1526109	08/31/2022
Broward Fence Erection	91-5923-F-X	08/31/2022

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
Gomez & Son Fence is the premier designer and installer of Commercial and Residential fences in South Florida. The company has been located in Doral for 28 years serving Key West to Martin County. Caridad and Heriberto Gomez founded Gomez and Son Fence in 1983. Gomez & Son is renowned in South Florida for providing high quality, innovative designed fences and superior customer service. One of the first fence companies in South Florida to have an in house design and fabrication shop capable of creating any type of standard or customized commercial or residential chain-link, galvanized metal, Welded Steel, Aluminum. Wood, Custom Combinations, Bollards and guard rails. Gomez & Son Fence is a minority and women owned business registered in the State of Florida



City of Pembroke Pines

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

1. This sworn statement is submitted Gomez and Son Fence, Corp
(name of entity submitting sworn statement) whose business address is
10805 NW 22nd Street, Miami, Florida 33172
and (if applicable) its Federal Employer Identification Number (FEIN) is
45-2731396. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Caridad Gomez and my
(Please print name of individual signing)
relationship to the entity named above is President.
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.)**

Caridad Govea
Bidder's Name/Signature

Gomez and Son Fence, Corp
Company

11/16/2021
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



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;



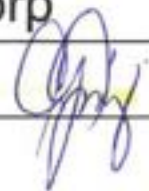
City of Pembroke Pines

☐ 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: Gomez and Son Fence, Corp

AUTHORIZED OFFICER NAME / SIGNATURE: Caridad Gomez 



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

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

SECTION 2 AFFIRMATION

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

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

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


Authorized Signature

Caridad Gomez
Authorized Signer Name

Gomez and Son Fence, Corp
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.

Gomez and Son Fence Corp

COMPANY NAME: _____

Caridad Gomez

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

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

I, Caridad Gomez, President, on behalf of Gomez and Son Fence, Corp,
Print Name and Title Company Name
 certify that Gomez and Son Fence, Corp :
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.

Gomez and Son Fence, Corp

Company Name

Caridad Gomez

Print Name / Signature

President

Title



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Owner

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

Title

Name of Company

President

Gomez and Son Fence, Corp



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 a 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: Gomez and Son Fence Corp

PRINTED NAME / AUTHORIZED SIGNATURE: Caridad Gomez

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: GOMEZ & SON FENCE CORP

Receipt #: 189-8124
Business Type: ALL OTHER TYPES CONTRACTOR
(FENCE ERECTION)

Owner Name: GOMEZ CARIDAD
Business Location: 2310 NW 30 COURT
OAKLAND PARK
Business Phone: 305-471-8922

Business Opened: 05/02/1990
State/County/Cert/Reg: 91-5923-F-X
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GOMEZ & SON FENCE CORP
10805 NW 22 ST
MIAMI, FL 33172

Receipt # WWW-20-00225773
Paid 07/22/2021 27.00

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

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Owner Name: GOMEZ CARIDAD
Business Location: 2310 NW 30 COURT
OAKLAND PARK
Business Phone: 305-471-8922

Business Opened: 05/02/1990
State/County/Cert/Reg: 91-5923-F-X
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-20-00225773
Paid 07/22/2021 27.00



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: Gomez and Son Fence, Corp

PRINTED NAME / AUTHORIZED SIGNATURE: Caridad Gomez

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.	Gomez and Son Fence has been the fencing contractor for the City of Pembroke Pines last 2 fencing contracts, We have a vast knowledge of the work required and we would like to continue to provide our services to the City of Pembroke Pines	
1.0.2	Describe the size of your firm.	Gomez and Son fence is one of the largest fencing contractors in south Florida with annual sales of over 8,000,000 per year	
1.0.3	Describe your firm's financial history, strength and stability.	Gomez an Son Fence is bondable up to 6,000,000 single and 10,000,000 Agragate	
1.0.4	Describe your firm's range of activities.	All Type of Fencing	
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	Gomez and Son Fence currently has over 15 term bid with various other government agencies, our crews and project managers have vast knowledge of working with City Officials	
1.0.6	Do you have a minimum of two (2) years of experience. Please provide proof of such experience.	Yes	Please see attached
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.	Gomez and Son fence was the previously fence contractor for the City of Pembroke Pines	
1.0.8	Explain the availability and access to the firm's top level management personnel.	Gomez and Son Fence Project Managers are available via email or telephone 24 hour x 7 Days a	
1.0.9	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.	Gomez and Son fence has excellent references and is highly recommended by other Government Agencies	
1.0.10	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.	Albert Aguirre - Project Executive, Caridad Gomez President, Luis Iturriaga - Project Management	
1.0.11	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	Albert Aguirre - Project Executive, Caridad Gomez President, Luis Iturriaga - Project Management	
1.0.12	Explain the ability and experience of the field staff with specific attention to project related experience.	The City of Pembroke pines will have a dedicated PM which will handle all the City Fencing Needs and will coordinate with City officials on fence work	
1.0.13	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.	Gomez and Son fence Currently holds a GC Liscense as well as a specialty fencing license. All PM are MOT Certified as well	
1.0.14	Provide the recent, current, and projected workload of the firm.	Please See attached Work on Hand	
14 Questions		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 last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. 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
Reference #1: Reference Contact Information			
2.1.1	Name of Firm, City, County or Agency	City of Green Acres	
2.1.2	Address	5800 Melalueca Lane, Greenacres, Fl 33463	
2.1.3	Contact Name	Dario Rubi	
2.1.4	Contact Title	Procurement Manager	
2.1.5	Contact E-mail Address	drubi@greenacresfl.gov	
2.1.6	Contact Telephone #	(561) 356-5807	
Reference #1: Project Information			
2.2.1	Name of Contractor Performing the work	Gomez and Son fence, Corp	
2.2.2	Name and location of the project	Citywide Fencing Term Bid	
2.2.3	Nature of the firm's responsibility on the project	Owner	
2.2.4	Project duration	3 Years	
2.2.5	Completion (Anticipated) Date	Ongoing	
2.2.6	Size of project	Various	
2.2.7	Cost of project	100,000 YTD	
2.2.8	Work for which staff was responsible	Fencing	
2.2.9	Contract Type	Term Bid	
2.2.10	The results/deliverables of the project	Ongoing	
Reference #2: Reference Contact Information			
2.3.1	Name of Firm, City, County or Agency	School District of Palm Beach County	
2.3.2	Address	3300 Forest Hill Blvd, Suite # A334, West Palm Beach, Fl 33406	
2.3.3	Contact Name	Lorenzo Valdez	
2.3.4	Contact Title	Purchasing Agent	
2.3.5	Contact E-mail Address	lorenzo.e.valdes@palmbeachschools.org	
2.3.6	Contact Telephone #	(561) 434-8210	
Reference #2: Project Information			
2.4.1	Name of Contractor Performing the work	Gomez and Son fence, Corp	
2.4.2	Name and location of the project	Various	
2.4.3	Nature of the firm's responsibility on the project	Owner	
2.4.4	Project duration	9 Years - Ongoing	
2.4.5	Completion (Anticipated) Date	1 Year	
2.4.6	Size of project	Various	

2.4.7	Cost of project	10,000,000	
2.4.8	Work for which staff was responsible	Fencing	
2.4.9	Contract Type	Term Bid	
2.4.10	The results/deliverables of the project	Ongoing	
Reference #3: Reference Contact Information			
2.5.1	Name of Firm, City, County or Agency	Florida Department of Transportation D6	
2.5.2	Address	1000 NW 111th Avenue, Miami, Florida 33172	
2.5.3	Contact Name	Zachery Taylor	
2.5.4	Contact Title	Contract Manager	
2.5.5	Contact E-mail Address	zachery.taylor@dot.state.fl.us	
2.5.6	Contact Telephone #	(305) 640-7156	
Reference #3: Project Information			
2.6.1	Name of Contractor Performing the work	Fencing	
2.6.2	Name and location of the project	Citywide Fencing Term Bid	
2.6.3	Nature of the firm's responsibility on the project	Owner	
2.6.4	Project duration	3 Years	
2.6.5	Completion (Anticipated) Date	1 year	
2.6.6	Size of project	Various	
2.6.7	Cost of project	Various	
2.6.8	Work for which staff was responsible	Fencing	
2.6.9	Contract Type	Term Bid	
2.6.10	The results/deliverables of the project	Ongoing	
Reference #4: Reference Contact Information			
2.7.1	Name of Firm, City, County or Agency	Miami Dade County Public Schools	
2.7.2	Address	1450 NE 2nd Avenue, Miami, Florida	
2.7.3	Contact Name	Stephen Lowe	
2.7.4	Contact Title	Project Manager	
2.7.5	Contact E-mail Address	slowe@dadeschools.net	
2.7.6	Contact Telephone #	(786) 256-4922	
Reference #4: Project Information			
2.8.1	Name of Contractor Performing the work	Gomez and Son fence, Corp	
2.8.2	Name and location of the project	Fencing Term Bid	
2.8.3	Nature of the firm's responsibility on the project	Owner	
2.8.4	Project duration	5 Years	
2.8.5	Completion (Anticipated) Date	Ongoing	
2.8.6	Size of project	Various	
2.8.7	Cost of project	Various	

2.8.8	Work for which staff was responsible	Fencing	
2.8.9	Contract Type	Fencing Term Bid	
2.8.10	The results/deliverables of the project	Ongoing	
Reference #5: Reference Contact Information			
2.9.1	Name of Firm, City, County or Agency	City of West Palm Beach	
2.9.2	Address	401 Clementis Street, 5th Florida, West Palm Beach, Florida	
2.9.3	Contact Name	Josephine Grosch	
2.9.4	Contact Title	Purchasing Agent	
2.9.5	Contact E-mail Address	jgrosch@wpb.org	
2.9.6	Contact Telephone #	(561) 822-2107	
Reference #5: Project Information			
2.10.1	Name of Contractor Performing the work	Gomez and Son fence, Corp	
2.10.2	Name and location of the project	City Fencing Term Bid	
2.10.3	Nature of the firm's responsibility on the project	Owner	
2.10.4	Project duration	3 Years	
2.10.5	Completion (Anticipated) Date	Ongoing	
2.10.6	Size of project	Various	
2.10.7	Cost of project	Various	
2.10.8	Work for which staff was responsible	fencing	
2.10.9	Contract Type	fencing term bid	
2.10.10	The results/deliverables of the project	Ongoing	
80 Questions			100.00% Complete

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

Question Set 3 Instructions

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

#	Question	Response	Comment
3.0.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	City of Pembroke Pine is currently requesting for a fencing contractor to provide fencing services while ensuring customer service and best overall pricing for providing this service	
3.0.2	Please clearly describe all aspects of the project proposed.	The proposed project is for the Fence Installation at Waste Water Treatment Plant. It will require the installation of 2,550 LF of 8' High Galv. Chain Link fence with several Gates and Gate	
3.0.3	Include details of your approach and work plans.	Work Shall consist of several phases, The Layout Phase which will be used to layout the fence and located utilities, The Second Phase will be the installation of fence, gates, and gates operators, the third phase which is the clost out / burn in period of all fencing, gates and gate operators	
3.0.4	Identify any issues or concerns of significance that may be appropriate.	None	
3.0.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	Gomez and Son fence is once of the largest fencing contractors in South Florida, this allows us to have very competative materials pricing which we could pass on to the City of Pembroke Pines	
5 Questions		100.00% Complete	

Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	Gomez and Son Fence, Corp	
4.1.2	Company Address	10805 NW 22nd Street, Miami, FL 33172	
Primary Contact for the Project			
4.2.1	Contact Name	Albert Aguirre	
4.2.2	Contact Title	Project Executive	
4.2.3	Contact E-mail Address	albert@gomezfence.com	
4.2.4	Contact Telephone Number	(305) 471-8922	
Authorized Approver			
4.3.1	Contact Name	Caridad Gomez	
4.3.2	Contact Title	President	
4.3.3	Contact E-mail Address	ca@gomezfence.com	
4.3.4	Contact Telephone Number	(305) 471-8922	
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.	None	
5.1.2	At what address was that business located?	NA	
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
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.)	No	
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	
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	
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 organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	None	
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	
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.	Gomez and Son fence has been doing business in South Florida for over 28 Years, We currently have the fencing term bid contracts for City of Greenacres, Palm beach County Public Schools, Miami Dade County Public Schools, City of West Palm Beach, FDOT District 6	
12 Questions		100.00% Complete	

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.	Local Broward County Vendor	
Veteran Owned Small Business Preference Certification			
6.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
E-Verify System Certification Statement			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Local Business Tax Receipts			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Scrutinized Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
11 Questions		100.00% Complete	

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Gomez and Son Fence, Corp

Contractor / Name of Company

Caridad Gomez, President

Printed Name and Title of Contractor's Authorized Official

11/16/2021

Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature of Contractor's Authorized Official

Gomez and Son Fence, Corp

Contractor / Name of Company

Caridad Gomez, President

Printed Name and Title of Contractor's Authorized Official

11/16/2021

Date

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P16000084919

Entity Name: GOMEZ & SON FENCE CORP.

Current Principal Place of Business:

10805 NW 22 STREET
DORAL, FL 33172

Current Mailing Address:

PO BOX 226915
MIAMI, FL 33222 US

FEI Number: 45-2731396

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GOMEZ, CARIDAD
420 NW 120 AVENUE
MIAMI, FL 33182 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name GOMEZ, CARIDAD
Address PO BOX 226915
City-State-Zip: MIAMI FL 33222

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARIDAD GOMEZ

PRESIDENT

02/03/2021

Electronic Signature of Signing Officer/Director Detail

Date



We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

Gomez & Son Fence is the premier designer and installer of Commercial and Residential fences in South Florida. The company has been located in Doral for 28 years serving Key West to Martin County. Caridad and Heriberto Gomez founded Gomez and Son Fence in 1983. Gomez & Son is renowned in South Florida for providing high quality, innovative designed fences and superior customer service.

One of the first fence companies in South Florida to have an in house design and fabrication shop capable of creating any type of standard or customized commercial or residential chain-link, galvanized metal, Welded Steel, Aluminum. Wood, Custom Combinations, Bollards and guard rails.

Gomez & Son Fence is a minority and women owned business registered in the State of Florida.

Gomez & Son Fence is confident that the quality, flexibility, and competitive pricing we offer will satisfy even the most discriminating client. Our company thrives on the premise that our customers matter, and our work and efforts always reflect that goal.

With effective and efficient management, we can provide our customers with the most competitive pricing in the area and quality service that results in long-term relationships with our clients. We install:

- | | |
|--------------------------------|--------------------------|
| • Commercial Chain Link Fence | Aluminum Picket Fence |
| • Temporary Construction Fence | Temporary Fence Rentals |
| • Industrial Ornamental Fence | Guard-Rails |
| • Custom Gates | Electric Motorized Gates |
| • Emergency Repairs | Wood fences |
| • Custom Combinations | Bollards |





We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

Business Structure

- Sole Proprietorship
- 28 years in Business
- 25 Employees
- Federal Tax ID Number: 45-2731396
- Florida Registration #G08116900294
- CSBE License, Level One # 1062
- Dun & Bradstreet # 147781470
- Dade County Competency Certificate # 000016587
- Broward County Competency Certificate # 91-5923-F-X
- Disadvantage Business Certification #4108
- Minority/Women Business Enterprise Certification #6504096

Financial Information Insurance

- Regents Bank, Doral Florida
- Bonding Capacity: \$1,000,000 Security Bond Associate Inc
- General Liability: \$2,000,000 Key Knowledge Insurance Inc 954-382-5259
- Auto Liability: \$1,000,000 Key Knowledge Insurance Inc. 954-382-5259
- Workers Comp: Gil, Garden, Avenrani Insurance Group 305-630-4777

Trade/Services Provided

Wood-Wrought Iron-Chain Link-Ranch Fencing-Razor Wire Security Fencing-Masonry Walls, Columns, & Entry Monuments-Decks & Outdoor Entertainment Centers-Custom & Automatic Slide or Swing Gates-Structural Steel-Staircases & Railings-

NAICS Codes Provided

- 32 31 13 Chain Link Fences and Gates
- 32 31 13.23 Recreational Court Fences and Gates
- 32 31 13.26 Tennis Court Fences and Gates
- 32 31 13.29 Tennis Court Wind Breaker
- 32 31 13.33 Chain Link Backstops
- 32 31 13.53 High Security Chain Link Fences & Gates
- 32 31 16 Welded Wire Fences and Gates
- 32 31 19 Decorative Metal Fences and Gates
- 32 31 26 Wire Fences and Gates
- 32 31 29 Wood Fences and Gates

10805 N.W. 22nd St. Miami, FL 33172, 305-471-8922



Gomez & Son Fence™

We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

- 01 56 26 Temporary Fencing
- 02 58 13 Snow Fencing
- 10 22 13 Wire Mesh Partitions
- 11 68 00 Playfield equipment and structures
- 13 19 13 Kennel enclosures and gates
- 34 71 00 Roadway Construction, Guardrails

Geographic Coverage



- Key West
- Florida Keys
- Homestead
- Miami-Dade County
- Broward County
- Palm Beach County
- Martin County

At **Gomez & Son Fence**, you can be assured the most reliable service from point of sale to completed installation. With each job you can expect:

- Sales Reps available from beginning to end
- Timely work crew
- Repairs to your installation when necessary
- 5 year warranty and More.



Gomez & Son Fence™

We don't just create Fences we build life time relationships
Your Complete Satisfaction is our only Goal

Management

Caridad Gomez, Co- Founder and President. Caridad co-founded the company in 1983 with her husband Heriberto. She is recognized as an industry leader and visionary in the design fabrication and installation of commercial and residential chain link fences.

Heriberto Gomez, Co-Founder and Vice President of Operations. Heriberto designed and manages the fabrication and installation facilities for Gomez & Son. He is renowned for his manufacturing and fabrication process that give Gomez & Son a competitive edge in the market.

Erick Gomez, General Manager and Vice President of Sales. Erick is responsible for the day to day operations of the company and is actively involved in Sales and Business Development. In addition Erick is responsible for the Design and Installation services.

Suppliers

• Master Halco-	Ed La Plant-	305-471-0500
• Stephen Pipe and Steel	Jordan Beach	270-866-3331
• American Fasteners	Diana Flores	305-885-1717
• Medley Steel	Jose Sierra	305-863-7480
• Titan America Concrete	Barbara Avila	954-481-2800

Partial List of Clients:

• Miami Dade County Public School	Monroe County schools System
• City of Miramar	Palm Beach County Public Schools
• City of Sweetwater	Mount Sinai Hospital
• Costco	Miami Dade Water and Sewer
• FIU	US Coast Guard
• Miami Dade Parks Department	Miami Dade college
• Port of Miami	Over 100 General Contractors

For additional Information Please contact Erick Gomez at 305-471-8922 or email him a egomezfence@gmail.com. www.gomezfence.com

10805 N.W. 22nd St. Miami, FL 33172, 305-471-8922

List of References

	Agency / Contractor	Contact Name	Contact Number	Email Address	Contract Name	Address	Contract Amount	Project Completion Date	Scope of Work
1	Florida Department of Transportation (District 4)	Daniel Tesso	(248) 470-4670	Daniel.Tesso@dot.state.fl.us	SFRC - Railway Term Bid Contract	3400 West Commercial Blvd, Ft. Lauderdale, Florida 33309	Approximate Year to date Amount - \$45,000.00	from 2011 to Current	Term Bid Contract for SFRC from Miami to West Palm Beach
2	Miami Dade County Public Schools	Barbara Jones	(786) 229-5402	911232@dadeschools.net	Chain Link Fence Term Bid Contract	1450 NE 2nd Avenue, Miami, Florida 33132	Approximate Yearly to Date Amount: \$1,000,000.00	From 1998 to Current	Fencing Term Bid Contract
3	Palm Beach County Public Schools	Dorothy Banaszewski	(561) 687-7110	dorothy.banaszewski@palmbeachschools.org	Chain Link Fence Term Bid Contract	3300 Forest Hill Blvd, Suite No. A334 - West Palm Beach, Florida 33406	Approximate Year to date Amount - \$2,500,000.00	From 2011 to Current	Fencing Term Bid Contract
4	Miami Dade County Parks and Rec.	William Murphy	(305) 755-7837	wmurphy@miamidade.gov	Gwen Cherry Park	275 NW 2nd Street, 4th Floor, Miami, Florida 33128	\$27,000.00	3/1/2013	Security Aluminum Gates for Gwen Cherry Park
5	Port of Miami	Mario Novoa	(305) 347-4812	MNOVOA@miamidade.gov	Chute Road Relocation	1580 North Cruise Blvd, Miami, Florida 33132	\$145,000.00	03/01/2013 to Current	F&I 6700 Lf of 8' + 1' High Security Chain Link Fencing
6	Palm Beach County - Purchasing	Craig Lloyd	(561) 233-3960	CLloyd@pbcgov.org	Term Bid Contract	50 South Military Trail, West Palm Beach, Florida 33415	Approximate Year to date amount \$22,000.00	From 06/01/2013 to Current	Fencing Term Bid Contract
7	Odebrecht - Central JV	Rodrigo Ariza	(305) 704-5816	rariza@odebrecht.com	Hollywood International Airport Runway Expansion	100 Aviation Blvd Ft. Lauderdale, Florida	\$295,000.00	06/12/2012 to Current	F&I 27,000 LF of Temporary AOA Spec Chain link fence for Broward Runway Expansion Perimeter Fence
8	Florida Turnpike Enterprise	William Garnett	(954) 934-1726	Garnett.Williams@dot.state.fl.us	Canal Protection MM 36.6 to 38.8	Florida Turnpike Enterprise Homestead Extension	\$75,000.00	06/01/2012 to 09/01/2012	F&I - 150 LF of FDOT Spec Guardrail, Cable rail and 2 - 27' Deep Drill shafts on Florida Turn Pike
9	Triple R Paving	Mrs. Patricia Fucille	(954) 792-4205	pjfucille@rrrpaving.com	Port Everdales - McIntosh Road	Port Everglades - McIntosh Road	\$150,000.00	06/01/2012 - Current	F&I 4500 LF of 10' + 1' High Security Chain link fencing in Port Everglades
10	Thornton Construction	Paul Fleckenstien	(305) 649-1995	paul@thornton-inc.com	Broward County - Judges Parking Lot	Broward County Courthouse	\$55,000.00	03/01/2012 - 06/01/2012	F&I Security Chain link fencing at New Judges Parking Lot in Broward County
11	West Construction	Karey Wright	(561) 436-2980	kwright@westconstructioninc.net	CB Smith Park Flume Replacement	900 N. Flamingo Road, Pembroke Pines, FL 33028	\$79,500.00	04/01/2013 Current	F&I 880 LF of Security Fencing at CB Smith Park
12	Coastal Construction	Tim Moses	(305) 361-8649	tmoses@coastalconstruction.com	350 Oceana	350 Ocean Blvd, Key Biscayne, FL	\$350,000.00	12/01/2013 - Current	F&I over 5000 LF of various different type of fencing along perimeter and site.
13	City of Coral Gables	Mr. Dallas Brown	(305) 460-5039	dcbrown@coralgables.com	Fencing Term Bid	City of Coral Gables	Approximate Year to Date amount 25,000.00	11/01/2013 - Current	Fencing Term Bid Contract
14	City of Tamarac	Mr. Jim Nicotra	(954) 597-3569	Jim.Nicotra@tamarac.org	Colony West Golf Course	6800 NW 88th Avenue, Tamarac, Florida 33321	\$97,000.00	7/1/2014	Install 6,700 Lf of 6' High Black Vinyl Chain Link Fence
15	Palm Beach County - Department of Engineering and Public Works	Mr. Ofelio Fernandez	(561) 684-4000		SW 18th Street and Palmetto Park Pedestrian Cages	Boca Raton, Florida	\$639,000.00	12/1/2014	Install 2,000 LF of Specialty FDOT Pedestrian Chain Link Cages on Pedestrian Walkways over bridges
16	State of Florida Military Affairs	Mrs. Rachel Summers	(904) 823-0255	rachel.e.sommerer.nfg@mail.mil	Ft. Lauderdale NGA Fencing Project - (Project No. 214037)	Ft. Lauderdale, Florida	\$196,390.00	Current	Furnish and Install 624 LF of Ameristar Stalwart Fencing System with 2 - 28' Wide by 6' High cantilevered rolling gates Furnish and Install 888 LF of 6' + 1' High Black Vinyl Coated Chain link fence with 3 - 3' Wide by 6' + 1' High Single swing Gates, 2 - 28' Wide by 6' + 1' High Cantilevered Rolling gates, and 1 - 25' Wide by 6' + 1' High Cantilevered Rolling Gate. Repair approximately 528 LF of existing black vinyl chain link fence.

17	FDOT - District 6	Ryan Fisher	(305) 640-7177	ryan.fisher@dot.state.fl.us	E6J38	Dade County	\$100,000.00	Current	Term Bid Fencing Contract
18	FDOT - Turnpike Authority	Karl Hoffman	(954) 914-4771		E8N98	Dade, Broward, and Palm Beach County	\$100,000.00	Current	Term Bid Fencing Contract
19	State of Florida Environmental Protection Agency	Mark Reno	(305) 853-3571	mark.reno@dep.state.fl.us	Motorized Rolling Gate Proposal	Monroe County	\$13,920.00	Current	Security Gates Installation
20	State of Florida Environmental Protection Agency	Katie Parish	(850) 245-2759	katie.parrish@dep.state.fl.us	DEP Bid No. BDC58-13/14 - Bridge Closure Fencing and Signage on the Florida Keys Overseas Highway Trail in Monroe County	Monroe County	\$189,520.00	06/18/2014 - 07/17/2014	Security Fencing
21	TGSV Enterprises	Alejandro Arocena	(305) 823-5755	alejandro@tgsv.com	Pompano Beach UPS Facility	Broward County	\$300,000.00	Current	Site Security Fencing
22	Brickell City Center	Rey Aranda	(786) 445-2339	raranda@amjv-bcc.com	Brickell City Center	Miami	\$250,000.00	Current	Site Security Fencing
23	Vero Beach Municipal Airport	Danielle Gernert	(772) 978-7930	DGernert@covb.org	Vero Beach Municipal Airport Security Perimeter Fence	3400 Cherokee Drive, Vero Beach, Florida 32960	\$750,000.00	From 01/01/2013 to 08/01/2013	F&I 40,000 Lf of 8' + 1' High AOA Spec Chain link fence around perimeter of Vero Beach Municipal Airport
24	Florida Department of Transportation	Javier Miranda	(772) -873-6535	javier.miranda@dot.state.fl.us	FDOT -E8s94	MM153 - Florida Turnpike	\$400,000.00	05/2021 - Current	F&I - 8,000 LF of 6' High FDOT Type B Fence
25	Florida Department of Transportation	Ricky Hewson	(772) 429-4906	ricky.hewson@dot.state.fl.us	FDOT E4U86	Beeline Highway, WPB	\$280,000.00	06/2021 - Current	F&I 10,000 LF of 8' +1' High Wildlife Fencing
26	Florida Department of Transportation	Megan Whitmore	(850) 692-5676	mwhitmore@drmp.com	FDOT-E3S63	I-10 - Tallahassee, Florida	\$4,793,000.00	08/01/2019 - Current	F&I 150,000 LF of 8' +1' High Wildlife Fencing
27	Florida Department of Transportation	Kevin Daugherty	(239) 985-7853	Kevin.Daugherty@dot.state.fl.us	FDOT T-1658	Alligator Alley (I-75)	\$2,045,000.00	12/2016 - 06/2017	F&I 97,000 LF of 10' + 1' High Galv. FDOT Type B Fence



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

September 23, 2021

Ms. Caridad Gomez
GOMEZ AND SON FENCE CORP
2310 NW 30th Court
Oakland Park, Florida 33311

Dear Ms. Gomez:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)** certifications have been renewed.

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 238990, 332618

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandy-Michael McDonald", written over a white background.

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE SBE
ANNIVERSARY DATE: August 28th

FENCE ERECTION

91-5923-F-X
GOMEZ, CARIDAD - QUALIFYING
GOMEZ & SON FENCE CORP.
10805 NW 22ND ST
MIAMI FL 33172
EXPIRES 08/31/2022



CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this card **IMMEDIATELY** upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

GOMEZ, CARIDAD
420 NW 120 AVE
MIAMI FL 33182

**BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY**

FENCE ERECTION
CC# 91-5923-F-X
GOMEZ, CARIDAD - QUALIFYING
GOMEZ & SON FENCE CORP.
10805 NW 22ND ST
MIAMI FL 33172

EXPIRES 08/31/2022

Electronic Articles of Incorporation For

**P16000084919
FILED
October 19, 2016
Sec. Of State
lyarbrough**

GOMEZ & SON FENCE CORP.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

GOMEZ & SON FENCE CORP.

Article II

The principal place of business address:

10805 NW 22 STREET
DORAL, FL. 33172

The mailing address of the corporation is:

PO BOX 226915
MIAMI, FL. 33222

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1

Article V

The name and Florida street address of the registered agent is:

CARIDAD GOMEZ
420 NW 120 AVENUE
MIAMI, FL. 33182

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CARIDAD GOMEZ

P16000084919
FILED
October 19, 2016
Sec. Of State
lyarbrough

Article VI

The name and address of the incorporator is:

CARIDAD GOMEZ
420 NW 120 AVENUE

MIAMI, FL. 33182

Electronic Signature of Incorporator: CARIDAD GOMEZ

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
CARIDAD GOMEZ
PO BOX 226915
MIAMI, FL. 33222

Article VIII

The effective date for this corporation shall be:

10/15/2016



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GOMEZ, CARIDAD

GOMEZ & SON FENCE CORP.
10805 NW 22 STREET
MIAMI FL 33172

LICENSE NUMBER: CGC1526109

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 7.

File ID: 22-0215

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 03/21/2022

Short Title: Motion to Award RFQ # PSPW-21-11 Citywide
Fencing

Final Action: 04/20/2022

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-21-11 "CITYWIDE FENCING" TO THE FOLLOWING FOUR VENDORS (LISTED ALPHABETICALLY) WHICH WILL FORM A POOL THAT WILL BE UTILIZED ON AN AS-NEEDED BASIS IN THE AMOUNT NOT TO EXCEED \$2,250,000 FOR THE INITIAL THREE YEAR PERIOD AT AN ESTIMATED ANNUAL AMOUNT OF \$750,000:

- GD SUPPLIES LLC
- GOMEZ AND SON FENCE, CORP.
- PERGOLA ROOF MIAMI LLC
- TECHGROUPONE, INC.

***Agenda Date:** 04/20/2022

Agenda Number: 7.

Internal Notes:

Attachments: 1. PSPW-21-11 Bid Tabulation, 2. 03-10-2022 Meeting Minutes, 3. GD Supplies LLC dba GD Services Agreement, 4. GD Supplies LLC - Bid Submittal, 5. Gomez and Son Fence Corp. Agreement, 6. Gomez and Son Fence, Corp. - Bid Submittal, 7. Pergola Roof Miami LLC Agreement, 8. Pergola Roof Miami LLC - Bid Submittal, 9. Techgroupone, Inc. Agreement, 10. TechGroupOne, Inc. - Bid Submittal, 11. RFQ # PSPW-21-11 Citywide Fencing

1 City Commission 04/20/2022 approve Pass

Action Text: A motion was made by Commissioner Good Jr., seconded by Commissioner Siple, to approve Item 7. Commissioner Siple approved the item but said she wanted to be sure there was a consistent process for updating the pre-qualification of existing vendors to establish whether there were any significant changes within the pre-qualified companies that could impact the City. The motion carried by the following vote:

Notes: Commissioner Good read the item into the record.

Mark Gomes, Procurement Director, addressed the Commission.

Commissioner Good discussed the item regarding putting the vendor pool

Agenda Request Form Continued (22-0215)

providing a quote. do each of the vendors get the opportunity to bid. Do vendors participate in providing a quote? is there a clarify to being able to differentiate the quality provide to the City.

Every time we go out to do job with fencing would like to see how the process plays out.

Commissioner Siple commented on the item. fencing to be done city wide. this is how much we can budget - from that we determine how and which projects get done? Mark Gomes responded. Rising prices for commodities, lumber, aluminum, etc.

Commissioner Siple asked about budget for school fencing. estimate. City Manager said most of that fencing has already been completed for the schools.

Commissioner Castillo spoke on the item. creating a pool of firms that we would send RFPs to, not quite pre-qualification process. He prefers where we create categories of vendors who are prequalified based on their experience, then request for sealed bids. Rather see 10 than 4. Will vote for it tonight.

VM Schwartz commented on the item. he asked if there were other bids other than these 4. only 4 applied. went through evaluation paperwork so there was a prequalification.

Steve Buckland said that if there is a project all 4 vendors would be contacted to submit bids for that project.

VM Schwartz said anything over 25k goes before commission.

Commissioner Castillo commented on the item pertaining to pre-qualification and add vendor to list, ending, no ending, open ended.

Commissioner Siple said she supported the pre-qualification but is there a process for updating a qualification if the vendor changes.

Mr. Gomes said he would put out another RFP and update the pool, changes in company, etc.

City Attorney said her question was valid. CCNA does require updates if there is a change with the vendor. needs to be looked at as a legal issue.

Commissioner Castillo said the typical prequalification process, a firm is qualified for a certain amount of time. time limited update - point of clarification.

Mr. Gomes said this contract department would be recommended to terminate

Agenda Request Form Continued (22-0215)

agreement with vendor if vendor performing poorly.

How current do we keep information on qualifying. review contracts. Any list of companies prequalified 3 or more years ago - how to we update their status? has anything changed in their companies such as lawsuits. Add a form to be provided to vendors to find out if there are any changes.

Commissioner Siple said she was concerned that there be a process for updating pre-qualifications when existing pre-qualified vendors in the existing pool have changes. City Attorney said the CCNA does require updates when pre-qualified companies change. said she supported the pre-qualification but is there a process for updating a qualification if the vendor changes.

Mr. Gomes said he would put out another RFP and update the pool, changes in company, etc.

City Attorney said her question was valid. CCNA does require updates if there is a change with the vendor. needs to be looked at as a legal issue.

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

Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-21-11 "CITYWIDE FENCING" TO THE FOLLOWING FOUR VENDORS (LISTED ALPHABETICALLY) WHICH WILL FORM A POOL THAT WILL BE UTILIZED ON AN AS-NEEDED BASIS IN THE AMOUNT NOT TO EXCEED \$2,250,000 FOR THE INITIAL THREE YEAR PERIOD AT AN ESTIMATED ANNUAL AMOUNT OF \$750,000:

- GD SUPPLIES LLC
- GOMEZ AND SON FENCE, CORP.
- PERGOLA ROOF MIAMI LLC
- TECHGROUPONE, INC.

PROCUREMENT PROCESS TAKEN:

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

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for

award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

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

- 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 October 20, 2021, the City Commission authorized the advertisement of RFQ # PSPW-21-11 "Citywide Fencing", which was advertised on October 26, 2021.
2. The purpose of this solicitation was to establish a pool of contractors that can be used on an as-needed basis for the replacement and new installation of fencing at locations throughout the City . After the pool of contractors has been selected, the City will obtain pricing from the pool of contractors for each project as they arise.
3. On November 23, 2021, the City opened four (4) proposals from the following vendors (listed alphabetically):

Vendor Name

GD Supplies, LLC

Gomez and Son Fence, Corp.

Agenda Request Form Continued (22-0215)

Pergola Roof Miami LLC
TECHGROUPONE, Inc.

4. On March 10, 2022, the City convened an evaluation committee to review the qualifications of the proposers. The evaluation committee unanimously passed a motion to deem the four responsive firms as qualified, and include all four firms in the pool of vendors in no specific order, which the City will obtain quotes from for fencing projects as they arise.
5. In addition, all four (4) vendors have completed the Equal Benefits Certification Form and have stated that the contractor, "Currently comply with the requirements of this section."
6. The agreement is for an initial three year period in the amount not to exceed \$2,250,000 with an estimated annual cost of \$750,000. The agreement includes the option to renew for one additional three year period.
7. Request Commission to approve the findings and recommendation of the evaluation committee and to award RFQ # PSPW-21-11 "Citywide Fencing" to the following four vendors (listed alphabetically) which will form a pool that will be utilized on an as-needed in the amount not to exceed \$2,250,000 for the initial three year period at an estimated annual amount of \$750,000:

Vendor Name

GD Supplies, LLC
Gomez and Son Fence, Corp.
Pergola Roof Miami LLC
TECHGROUPONE, Inc.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Amount not to exceed \$2,250,000 for the initial three year period at an estimated annual amount of \$750,000. Services will be rendered on an as-needed basis.
- b) **Amount budgeted for this item in Account No:** Funds are available in various accounts and will be used on an as-needed basis for projects as they arise, including new replacement and repairs throughout the City.
- 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	\$750,000	\$750,000	\$750,000	\$0	\$0
Net Cost	\$750,000	\$750,000	\$750,000	\$0	\$0

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

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/11/22
PRODUCER Carlos G. Cisneros P.A. Inc 11540 Sunset Drive Miami, FL 33173	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED GOMEZ & SON FENCE CORP 10805 NW 22ND ST MIAMI, FL 33172	INSURER A: ALLSTATE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	648878051	2/3/2022	2/3/2023 ✓	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED.

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE GABRIELA GARCIA
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2022

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 have ADDITIONAL INSURED provisions or 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 KEY KNOWLEDGE INSURANCE, INC. 9101-C S.W. 19th Place Fort Lauderdale FL 33324	CONTACT NAME: Maria Ryals PHONE (A/C, No., Ext.): 954-382-5259 FAX (A/C, No.): 954-382-0080 E-MAIL ADDRESS: mryals@keyknowledgeins.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Kinsale Insurance Company</td> <td style="width: 20%;">NAIC # 38920</td> </tr> <tr> <td>INSURER B: Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Kinsale Insurance Company	NAIC # 38920	INSURER B: Kinsale Insurance Company	38920	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Kinsale Insurance Company	38920												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													
INSURED Gomez & Son Fence Corp. 10805 NW 22 ST isabelgomezfence@gmail.com Miami FL 33172													

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENT. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒ ☒	0100125453-1	08/31/2021	08/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☐ ☐	N/A			COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0	☒ ☒	0100125468-1	08/31/2021	08/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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 ☐ N/A	N/A			☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Fence Contractor

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maria a Ryals

Maria Ryals, Agent

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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.

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PRODUCER Merchant Insurance Solutions 12326 Isabella Drive Bonita Springs FL 34135	CONTACT NAME: Staci Merchant PHONE (A/C, No, Ext): (239) 935-5069 FAX (A/C, No): (866) 406-4983 E-MAIL ADDRESS: smerchant@merchantinsurancesolutions.com
INSURED GOMEZ & SON FENCE CORP. 10805 NW 22 STREET MIAMI FL 33172	INSURER(S) AFFORDING COVERAGE INSURER A: National Liability & Fire Insurance Company NAIC # 20052 INSURER B: 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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 ☒ N	V9WC217005	08/19/2021	08/19/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines

601 City Center Way
Pembroke Pines

FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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