



POWER ELECTRICAL ENGINEERING SERVICES

REQUEST FOR QUALIFICATION # PSUT-25-10

Issuance of Solicitation: Tuesday, August 19, 2025
Questions Due Date: Monday, September 1, 2025
Bid Submission Deadline: Tuesday, September 16, 2025

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

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A - Sample Insurance Certificate

SECTION 1 - NOTICE

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

RFQ # PSUT-25-10

Power Electrical Engineering Services

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

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

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

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

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

Proposals will be accepted until 2:00 pm on Tuesday, September 16, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/185393>.

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

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

Virtual Meeting Details:

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

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

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

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

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

SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

The initial term of the agreement will be for an initial five (5) year period with two (2) additional three-year renewal terms.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	August 19, 2025
Question Due Date:	September 1, 2025, 11:30pm
Issuance of Final Answers to Questions:	September 4, 2025
Bid Submission Deadline:	September 16, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluation Committee Meeting:	To Be Determined (TBD)

2.3 Pre-Bid Meeting

This project will not have a pre-bid meeting.

2.4 Estimated Project Cost

Not applicable. Staff proposes to present every work authorization under this contract in excess of the threshold (\$25,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, as may be amended from time to time, to City Commission for approval.

2.5 Grant/Federal Funding

Not applicable for this project.

2.6 Proposal Security/Bid Bond

A Proposal Security shall not be required for this project.

2.7 Payment and Performance Bonds

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

SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City owns and operates water and wastewater treatment, collection and distribution facilities which have been in service since the 1970's. The critical components of these facilities are served by Florida Power and Light through critical electrical infrastructure which is aging.

Similar to other infrastructure rehabilitation and replacement projects, the electrical systems at these facilities need to be evaluated and projects must be determined and funded to maintain their serviceability. Due to the age of some of the electrical equipment, there are growing concerns that their useful life have been reached or is imminent. Failure of electrical infrastructure may mean interruption of water treatment, distribution and disposal to the Citizens as well as regulatory ramifications.

It is expected that projects of this nature will have a construction cost greater than \$325,000 each. Therefore, in accordance with the Consultants Competitive Negotiations Act (CCNA), the previous pool of electrical engineers may not be utilized.

Projects of this nature are also expected to have a construction cost below the current threshold for Continuing Contracts as defined in the CCNA statute, which is \$7,725,000 and subject to CPI adjustment over time. In addition, due to the nature of this work, consistency is desired by the City in the design and implementation of electrical improvements. Therefore, staff recommends the City advertise for a Continuing Contract for Power Electrical Engineering Services in accordance with the CCNA.

The City of Pembroke Pines is seeking statements of qualifications from qualified firms, hereinafter referred to as the Contractor, to serve in the capacity of Power Electrical Engineers, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant's Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055).

The City anticipates on establishing a Continuing Contract with more than one firm that can be used on an as needed basis. The intent of the RFQ is to select more than one firm that can provide these services.

The City intends to enter into a "continuing contract", as defined by Florida Statute 287.055(2)(g).

Firms may not submit responses which include sub-consultants.

No minimum amount of professional services or compensation will be assured to the firm(s) that are awarded and the CITY shall preserve its option to retain other professional service firms or to perform work "in-house" for any particular project or assignment at its sole discretion. In lieu of establishing a maximum contract value, Staff proposes to present every work authorization under this contract in excess of the threshold (\$25,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, as may be amended from time to time, to City Commission for approval. The submittal will include the Consultant's proposed fee as well as the available budget and relevant account number.

The City shall encourage the awarded firms to submit, annually, statements of qualifications and performance data. In addition, the City may also re-solicit these services to replace the professional service provider, at any time, as-needed.

3.2 Background

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

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

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

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

SECTION 4 - SCOPE OF WORK

4.1 Electrical Engineering Continuing Consulting Services

Pursuant to Florida State Statute 287.055, Consultants Competitive Negotiation Act, the City is seeking the services of more than one qualified firm or individuals with extensive technical expertise of a minimum of five (5) years in Professional Electrical Engineering, Electronics, Instrumentation, and SCADA Controls Design for municipal operations. The selected qualified firms must agree to enter into a standard Continuing Services Agreement with the City.

Professional services are required for Electrical Engineering, Electronics or Instrumentations & Controls projects or studies. The projects or studies involve the City's water and wastewater treatment plants, wastewater or storm water pumping stations, remote storage and high service water pumping stations, reuse or surface water irrigation pumping stations, deep injection well pumping stations or other City facilities including, but not limited to, parks, community buildings, public lighting areas, etc.

Scope of projects or studies may include but are not limited to the below listed items that may be requested on an as-needed basis as authorized by the City:

- Field inspections to define project needs and gather data, equipment evaluation, data modeling and development of technical memoranda.
- Development and preparation of cost estimates for equipment, materials, and labor, along with preliminary design work, in support of the budgeting process and project management.
- Prepare project specifications, plans, diagrams, schematics, and other project related documents for bidding or permitting purposes.
- Prepare project close-out documents such as equipment Operation and Maintenance manuals and as-builts.
- Construction management support, field inspections, quality control, and contract interface with construction crews, as needed, for construction projects.
- Design work for the electrical engineering, electronics or Instrumentation and Controls projects may include a broad range of disciplines that cover all types of roadway, utilities, parking lots, and building construction.
- Design, modification or evaluation of facility Distributed Control Systems (DCS), Supervisory Control and Data Acquisition (SCADA) and programmable logic controller (PLC) process automation, data acquisition, and alarming systems.

- Assessment of security protocols used for the SCADA systems. Development of best management practices and cyber-attack prevention.
- Development of SCADA and Control System design standards, specifications, and details for instrumentation and controls (I&C) components.
- Design, modification or evaluation of electrical elements such as, main switchgear, power distribution panels, circuit breakers, transformers, capacitors, bus bars, variable frequency drives (VFD), duct banks, soft starts and transfer switches.
- Design, modification or evaluation of building electrical and automation systems.
- Design, modification or evaluation of lighting control systems.
- Design, modification or evaluation of fire alarm and security monitoring systems.
- Preparation of process control descriptions and integration for SCADA system.
- Arc Flash studies and recommendations.
- Circuit Breaker coordination studies and recommendations.
- Design, modification or evaluation of surge protection systems and lightning bonding systems.
- Emergency power reliability studies and recommendations including emergency generator synchronization, demand loading or power load shedding.
- Design, modification or evaluation of ancillary equipment for power generators.
- Design, modification or evaluation for electrical systems of renewable energy projects, natural gas, solar, cogeneration, or other related sustainable projects.

The list shall not be construed as an exclusive list of activities that the successful firms or individuals may be engaged in. The City shall have the right, at its sole discretion, to require additional services that are consistent with the scope of services, those activities typically performed by an Electrical Engineering, Electronics or Instrumentations & Controls professional, and for which the firm or individual is experienced, qualified and able to perform. The City reserves the right to utilize the services of another consultant to complete the scope of work, if deemed to be in the best interest of the City.

4.2 Capital Project Projections

#	Project	Timeframe	Project Cost	Compensation
2	SCADA Lift Station Replacement RTU's & Telemetry	2026-2028	\$1,960,000	\$392,000



4	Hollylake Electrical Rebuild	2027-2028	\$100,000	\$20,000
6	Future Main Gen/Switchgear Replacement	2029-2031	\$1,874,500	\$374,900

SECTION 5 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, September 16, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

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

1 CONFIRMATION TO BIND

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

☐ Please confirm

*Response required

2 CERTIFICATION OF INSURANCE COMPLIANCE AND INTENT TO PROCURE REQUIRED COVERAGE

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

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

☐ Please confirm

*Response required

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

☐ Yes

☐ No

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

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

*Response required

When equals "No"

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

Documentation should show that:

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

*Response required

When equals "No"

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

☐ Yes

☐ No

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

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

☐ Yes

☐ No

*Response required

3 PRIMARY LOCATION & SINGLE POINT OF CONTACT

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

*Response required

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

*Response required

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

*Response required

3.4 Describe the size of your firm.*

*Response required

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

*Response required

3.6 Describe your firm's range of activities.*

*Response required

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

*Response required

3.8 Do you have a minimum of five (5) years progressive, responsible experience? Please provide proof of such experience.*

*Response required

3.9 The firm must provide information on their proximity to and familiarity with the area in which the project is located.*

*Response required

3.10 Explain the availability and access to the firm's top level management personnel.*

*Response required

- 3.11 List any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members, which are not already listed on Standard Form 330.*

*Response required

- 3.12 What similar or related projects have you worked on within the past three years and what challenges did you face and how did you overcome them?*

*Response required

- 3.13 What is your reputation compared to your peers in the market?*

*Response required

- 3.14 What is your reputation like among customers and how have you developed it?*

*Response required

- 3.15 How does your service differ from similar competitors? How do you win and retain business?*

*Response required

- 3.16 A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.*

*Response required

4 FIRM'S UNDERSTANDING AND APPROACH TO THE WORK

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

- 4.1 Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.*

*Response required

- 4.2 Please clearly describe all aspects of the project proposed.*

*Response required

- 4.3 Include details of your approach and work plans.*

*Response required

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

*Response required

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

*Response required

- 4.6 How do you ensure the quality of your services?*

*Response required

- 4.7 What criteria do you use to measure your quality?*

*Response required

4.8 How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?*

*Response required

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

*Response required

4.10 A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

5 WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

This solicitation is for the award of a continuing contract.

The continuing contract shall be used for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7,725,000, or for study activities in which the fee for professional services for each individual study under the contract does not exceed \$500,000, or as further allowed, or amended from time to time, in Florida Statute 287.055.

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

Cost: Not applicable. Staff proposes to present every work authorization under this contract in excess of the threshold (\$25,000) stated under Section 35.21(A)(1) of the City's Code of Ordinances, as may be amended from time to time, to City Commission for approval.

Timeline: The City intends to award a continuing contract to more than one firm. The initial term of the agreement will be for an initial five (5) year period period. The Agreement may be renewed for two (2) additional three-year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

Please advise if your firm is willing to meet the following time and budget requirements.

#	Project	Timeframe	Project Cost	Compensation	Funding Year
1	Floating Photovoltaic System	2025-2026	\$2,000,000	\$40,000	2025-2026

* Preliminary design report, construction documents (CD's) and assistance during bidding. Excludes services during construction.

** Subject to planning refinements.

- 5.1 In general, please explain your firm's approach in meeting "project specific" budget requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.*
*Response required
- 5.2 Please advise if your firm is willing to meet the stated budget requirements.*
*Response required
- 5.3 What percentage of your completed projects have had cost overruns?*
- 5.4 Tell me about a time when you went over budget and how you handled the situation?*
- 5.5 What cost-saving measures do you implement at your firm?*
- 5.6 Who will be in charge of maintaining the budget on projects and how many accounts is this person assigned to at a given time?*
- 5.7 In general, please explain your firm's approach in meeting "project specific" time requirements and indicate whether Consultant is committed to meet these requirements when identified in this agreement.*
*Response required
- 5.8 Please advise if your firm is willing to meet the stated time requirements.*
*Response required
- 5.9 What is the average turnaround time for a project that is similar to the one(s) identified in this solicitation?*
- 5.10 What is your average on-time completion rate?*
- 5.11 How many projects does your firm typically take on at a given time?*
- 5.12 Tell me about a time when the project timeline was delayed and how did you handle the situation?*
- 5.13 Describe the firm's design and construction management methods and techniques. Include details on firm's ability to make decisions and facilitate resolution of disputes.*
*Response required
- 5.14 Describe the firm's knowledge and experience with scheduling.*
*Response required

6 RECENT, CURRENT, AND PROJECTED WORKLOADS OF THE FIRMS

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

6.1 Recent Workload: Describe your recent workload.*

*Response required

6.2 Current Workload: Describe your current workload.*

*Response required

6.3 Projected Workload: Describe your projected workload.*

*Response required

7 REFERENCE # 1

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

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

Proposers are advised to confirm that:

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

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

*Response required

7.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

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

*Response required

7.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

☐ Yes

☐ No

*Response required

7.7 Project Information - Name of Contactor Performing the Work*

*Response required

7.8 Project Information - Name and location of the project*

*Response required

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

*Response required

7.10 Project Information - Project Duration*

*Response required

7.11 Project Information - Completion (Anticipated) Date*

*Response required

7.12 Project Information - Size of Project*

*Response required

7.13 Project Information - Cost of Project*

*Response required

8 REFERENCE # 2

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

*Response required

8.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

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

*Response required

8.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

☐ Yes

☐ No

*Response required

8.7 Project Information - Name of Contactor Performing the Work*

*Response required

8.8 Project Information - Name and location of the project*

*Response required

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

*Response required

8.10 Project Information - Project Duration*

*Response required

8.11 Project Information - Completion (Anticipated) Date*

*Response required

8.12 Project Information - Size of Project*

*Response required

8.13 Project Information - Cost of Project*

*Response required

9 REFERENCE # 3

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

*Response required

9.2 Reference Contact Information - Reference's Business Address*

*Response required

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

*Response required

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

*Response required

9.5 Reference Contact Information - Reference's Phone Number*

*Response required

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

☐ Yes

☐ No

*Response required

9.7 Project Information - Name of Contactor Performing the Work*

*Response required

9.8 Project Information - Name and location of the project*

*Response required

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

*Response required

9.10 Project Information - Project Duration*

*Response required

9.11 Project Information - Completion (Anticipated) Date*

*Response required

9.12 Project Information - Size of Project*

*Response required

9.13 Project Information - Cost of Project*

*Response required

10 REFERENCE # 4

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

10.2 Reference Contact Information - Reference's Business Address

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

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

10.5 Reference Contact Information - Reference's Phone Number

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

☐ Yes

☐ No

10.7 Project Information - Name of Contactor Performing the Work

10.8 Project Information - Name and location of the project

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

10.10 Project Information - Project Duration

10.11 Project Information - Completion (Anticipated) Date

10.12 Project Information - Size of Project

10.13 Project Information - Cost of Project

11 REFERENCE # 5

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

11.2 Reference Contact Information - Reference's Business Address

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

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

11.5 Reference Contact Information - Reference's Phone Number

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

☐ Yes

☐ No

- 11.7 Project Information - Name of Contactor Performing the Work
- 11.8 Project Information - Name and location of the project
- 11.9 Project Information - Nature of the firm's responsibility on the project and work for which staff was responsible for
- 11.10 Project Information - Project Duration
- 11.11 Project Information - Completion (Anticipated) Date
- 11.12 Project Information - Size of Project
- 11.13 Project Information - Cost of Project

12 PROJECT DOCUMENTS

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

- [Standard_Form_330.pdf](#)

*Response required

- 12.2 PROPOSERS BACKGROUND INFORMATION FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Proposers_Background_Inform...](#)

*Response required

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

- 13.1 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*
 - a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn_Statement_on_Public_E...](#)

*Response required

- 13.2 Public Entity Crimes Status*
 - Which option did you select on the Sworn Statement on Public Entity Crimes Form:
 - A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - B1) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been

charged with and convicted of a public entity crime subsequent to July 1, 1989, AND There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

☐ A) No convictions.

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

☐ B2) Convicted, listed, then removed.

☐ B3) Convicted, not listed, action pending.

*Response required

13.3 Did you select option B1 or B2 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

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

*Response required

13.4 Did you select option B3 above?*

☐ Yes

☐ No

*Response required

When equals "Yes"

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

*Response required

14 EQUAL BENEFITS CERTIFICATION FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

14.1 EQUAL BENEFITS CERTIFICATION FORM*

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

- [Equal_Benefits_Certificatio...](#)

*Response required

14.2 Equal Benefits Status*

▪ Which option did you select on the Equal Benefits Certification Form:

- 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;

- 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;

- ☐ A) Contractor currently complies.
- ☐ B) Will comply by contract award.
- ☐ C) Will not comply.
- ☐ D1) Does not comply due to an exemption: No spousal benefits for anyone.
- ☐ D2) Does not comply due to an exemption: Provides cash equivalent after trying.
- ☐ D3) Does not comply due to an exemption: Religious or related nonprofit.
- ☐ D4) Does not comply due to an exemption: Government agency.

*Response required

14.3 Did you select option D2 above?*

- ☐ Yes
- ☐ No

*Response required

When equals "Yes"

14.3.1 Please upload a notarized affidavit detailing the reasonable efforts made to provide benefits to employees' Domestic Partners or spouses, along with the amount of the cash equivalent provided.*

*Response required

15 DRUG-FREE WORKPLACE CERTIFICATION

15.1 VENDOR DRUG FREE WORKPLACE CERTIFICATION*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
 - [Vendor Drug-Free Workplace ...](#)

*Response required

15.2 Drug-Free Status*

- ☐ Complies fully.
- ☐ Does not comply.

*Response required

16 STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily

available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

16.1 NON-COLLUSIVE AFFIDAVIT*

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

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

*Response required

16.2 SCRUTINIZED COMPANY CERTIFICATION*

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

- [Scrutinized Company Certifi...](#)

*Response required

16.3 E-VERIFY SYSTEM CERTIFICATION*

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

- [E-Verify System Certificati...](#)

*Response required

16.4 HUMAN TRAFFICKING AFFIDAVIT*

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

- [Human Trafficking Affidavit...](#)

*Response required

17 VENDOR REGISTRATION

- 17.1 Do you currently have a City of Pembroke Pines Vendor Number registered in the PaymentWorks System?*
- The City of Pembroke Pines utilizes OpenGov as its e-Procurement platform for solicitation and bid submission purposes. However, please be advised that **vendor registration for onboarding and processing payments is handled separately** through the City's Accounts Payable Division using **PaymentWorks**, a secure online vendor management platform.
 - All vendors that will be submitting invoices and requiring payments from the City are required to register on the PaymentWorks platform. If the vendor is not currently registered with the City via PaymentWorks and does not have a Vendor Number, the City will have to invite the vendor to register.
 - For formal solicitations such as this project, the Procurement Department will send PaymentWorks registration invitations to vendor(s) who are under active consideration for award. Please be aware that not all vendors who submit proposals will receive an invitation, in order to manage system usage and avoid onboarding vendors who are unlikely to receive payments from the City.
 - Invitations will typically be sent to the contact listed on the submitted Vendor Information Form.

☐ Yes

☐ No

*Response required

When equals "Yes"

17.1.1 What is your Vendor Number?*

*Response required

- 17.2 VENDOR INFORMATION FORM*
- a. Please download the attached document, complete all required fields, and upload the completed form here.
- [Vendor Information Form.pdf](#)

*Response required

- 17.3 FORM W-9 (REVISED MARCH 2024)*
- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

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

*Response required

18 OPTIONAL DOCUMENTATION

18.1 TRADE SECRETS

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

18.2 FINANCIAL STATEMENTS

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

18.3 ADDITIONAL INFORMATION

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

18.4 PROFESSIONAL LICENSES

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

19 VENDOR CLASSIFICATION

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

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

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

post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.1.1 Please indicate your Local Vendor Status*

☐ Local Pembroke Pines Vendor (LPPV)

☐ Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

19.1.2 Local Vendor Preference Certification*

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

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

*Response required

When equals "Yes"

19.1.3 Local Business Tax Receipts*

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

*Response required

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

- a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in

writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation.

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

☐ Yes

☐ No

*Response required

When equals "Yes"

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

When equals "Yes"

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

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

☐ Yes

☐ No

*Response required

When equals "Yes"

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

Select all that apply

☐ African-American MBE

☐ Asian-American MBE

☐ Hispanic-American MBE

☐ Native-American MBE

☐ Other option not listed above

*Response required

When equals "Yes"

19.3.2 MBE Certification Documentation*

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

2. Note for CCNA Projects: Pursuant to the Consultants' Competitive Negotiation Act ("CCNA"), a certified minority business enterprise is defined in accordance

with the Florida Small and Minority Business Assistance Act. Pursuant to the Florida Small and Minority Business Assistance Act, a certified minority business enterprise is an entity that has been certified by the Florida Department of Management Services, Office of Supplier Diversity (“OSD”). Please provide proof of your certification by the Florida Department of Management Services, Office of Supplier Diversity (“OSD”).

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.4.1 WMBE Certification Documentation*

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.6.1 SBE Certification Documentation*

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.7.1 CBE Certification Documentation*

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.8.1 DBE Certification Documentation*

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

*Response required

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

☐ Yes

☐ No

*Response required

When equals "Yes"

19.9.1 Other Vendor Classification Certification Documentation*

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

*Response required

SECTION 6 - EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. CCNA - Continuing Contract

1. The City of Pembroke Pines intends to enter into a “continuing contract”, as defined by Florida Statute 287.055(2)(g), with more than one firm that can be used on an as needed basis. The continuing contract shall be used for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7,725,000, or for study activities in which the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract, or as further allowed, or amended from time to time, in Florida Statute 287.055.
2. No minimum amount of professional services or compensation will be assured to the firm that is awarded and the City shall preserve its option to retain other professional service firms or to perform work “in-house” for any particular project or assignment at its sole discretion.
3. The City shall encourage the awarded firm to submit, annually, statements of qualifications and performance data. In addition, the City may also re-solicit these services to replace the professional service provider, at any time, as needed.

B. Phase 1 - Qualifying Firms

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

4. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

C. Phase 2 - Selecting the Most Highly Qualified Firms

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

D. Tie-Breaker for the Aggregate Score Sheets

1. **Volume of Work Previously Awarded** - In the event a score results in a tie, the ranking for the tied vendors will be broken based on the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms, as outlined in Florida Statute 287.055(4)(b).
2. **Drug-Free Workplace** - In the event the score still results in a tie, the ranking for the tied vendors will be broken by giving preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form, as outlined in Florida Statute 287.087.
3. **Drawing Lots** - In the event the score still results in a tie, the ranking for the tied vendors will be broken by publicly drawing lots, as outlined in Chapter 35 of the City's Code of Ordinances.

E. Recommendation for Award

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

F. Competitive Negotiation

1. In accordance with Florida Statute 287.055(5) "Competitive Negotiation," the City's Administrative Staff shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable. In making such determination, the City's Administrative Staff shall

conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract **over \$195,000** (*the threshold amount provided in s. 287.017 for CATEGORY FOUR*), the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

2. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.
3. Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

G. Prohibition Against Contingent Fees

1. In accordance with Florida Statute 287.055(6) "Prohibition against Contingent Fees," each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows:
 - a. "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

2. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Evaluation Committee - Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)														
1.	Adequacy of Personnel / Ability of Professional Personnel The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 <i>(25% of Total)</i>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
2.	Past Record / Past Performance The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	20 <i>(20% of Total)</i>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
3.	Capabilities The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	20 <i>(20% of Total)</i>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											

4.	Firm's Understanding and Approach to the Work The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	20 (20% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
5.	Experience (of the firm or individual) The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	15 (15% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											

Evaluation Committee - Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)														
1.	Adequacy of Personnel / Ability of Professional Personnel The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	25 <i>(25% of Total)</i>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
2.	Past Record / Past Performance The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	20 <i>(20% of Total)</i>
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											

3.	Firm's Understanding and Approach to the Work The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	20 (20% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
4.	Willingness to meet time and budget requirements The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	15 (15% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											
5.	Recent, current, and projected workloads of the firms The Evaluation Committee will utilize the following scale for scoring the "Quality Level" for the weighted criteria: <table><tr><td>Quality Level:</td><td>Deficient</td><td>Poor</td><td>Fair</td><td>Good</td><td>Very Good</td><td>Excellent</td></tr><tr><td>Quality Score:</td><td>0</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr></table>	Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent	Quality Score:	0	1	2	3	4	5	0-5 Points	10 (10% of Total)
Quality Level:	Deficient	Poor	Fair	Good	Very Good	Excellent											
Quality Score:	0	1	2	3	4	5											

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

7.	Local Vendor Preference/Veteran Owned Small Business Preference 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. Please note that if a business qualifies for both Local Vendor Preference and Veteran-Owned Small Business Preference, only the higher point value will be awarded. Combined points for both preferences will not be granted. All other vendors shall receive zero (0) points.	Points Based	5 (5% of Total)
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SECTION 7 - INSURANCE REQUIREMENTS

7.1 General Indemnification

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

7.2 Insurance Coverage

- A. **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.
- B. 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.
- C. 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.
- D. 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.

- E. **Contractor** shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

7.3 Comprehensive General Liability Insurance

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:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. 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.

7.4 Workers' Compensation and Employers' Liability Insurance

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:

- A. Workers' Compensation: Coverage A – Statutory
- B. 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.

7.5 Comprehensive Auto Liability Insurance

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:

- A. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- C. 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.

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.

7.6 Umbrella/Excess Liability Insurance

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** 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.

7.7 Professional Liability/Errors & Omissions Insurance

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.)*

7.8 Environmental/Pollution Liability Insurance

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.

7.9 Required Endorsements

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.
- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. **Contractor's** policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- F. 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.

7.10 Additional Requirements

- A. 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.

- B. 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.
- C. 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 8 - GENERAL TERMS AND CONDITIONS

8.1 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.

8.2 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.

8.3 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).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Contractors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

8.4 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 to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due

Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov 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 OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: support@opengov.com
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

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

8.5 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.

8.6 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.

8.7 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 **Contractor’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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 TAX EXEMPT STATUS

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

8.15 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.

8.16 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.

8.17 ANTI-TRUST 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 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.

8.18 PUBLIC ENTITY CRIMES

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list 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.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the

same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, 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.

8.19 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.

8.20 FACILITIES

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

8.21 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.

8.22 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.

8.23 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.

8.24 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 OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

8.25 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 pm 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.

8.26 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).

8.27 BID PROTEST

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

8.28 INDEMNIFICATION

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

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

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

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

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its

officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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

8.29 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.

8.30 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.

8.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

8.32 SCRUTINIZED COMPANIES LIST

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 an agency or local governmental entity for goods or services of:

- A. Any amount if, 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 Section 215.4725, Florida Statutes, 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 Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

8.33 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 OPENGOV 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.

8.34 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 **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 **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.

8.35 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:

- A. 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
- B. 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:

- A. 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.
- B. 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.
- C. 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.

8.36 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.

- A. Definitions for this Section:

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.
2. “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.
3. “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.

B. 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:

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

8.37 JESSICA LUNSFORD ACT

Background screening requirements for **Contractor**'s performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
 1. are permitted access on school grounds when students are present,
 2. have direct contact with students or,
 3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any **Contractor**, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.
- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the **Contractor**, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.
- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

8.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ policy ☐ project ☐ loc	Must Include General Liability			EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	SAMPLE CERTIFICATE			
	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 STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

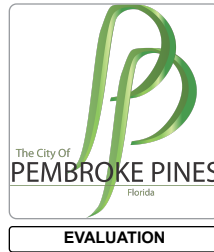
CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL BE ADVISED BY MAIL 30 DAYS WRITTEN LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



Power Electrical Engineering Services

 Request For Qualification

 Public Services

 92531

Project ID: PSUT-25-10

Release Date: Tuesday, August 19, 2025

Due Date: Tuesday, September 16, 2025 2:00pm

 Posted  Tuesday, August 19, 2025 10:01am

 Bid Unsealed Tuesday, September 16, 2025 2:31pm by Debra Rogers

 Pricing Unsealed Tuesday, September 16, 2025 2:31pm by Debra Rogers

All dates & times in Eastern Time

Edit   Preview

1. NOTICE

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

RFQ # PSUT-25-10

Power Electrical Engineering Services

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

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

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

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

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

Proposals will be accepted until 2:00 pm on Tuesday, September 16, 2025, electronically at

<https://procurement.opengov.com/portal/pembrokepines/projects/185393>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office**

Conference Room located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

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

Virtual Meeting Details:

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

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

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

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

Jamie Chen or other Procurement Staff in the Procurement Department

City of Pembroke Pines

8300 South Palm Drive,

Pembroke Pines, FL 33025

(954) 518-9061 or 954-518-9020

purchasing@ppines.com



EVALUATION

Power Electrical Engineering Services

Request For Qualification

Public Services

92531

Project ID: PSUT-25-10

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Pricing Unsealed Tuesday, September 16, 2025 2:31pm by Debra Rogers

All dates & times in Eastern Time

Edit Preview

Addenda & Notices

Addenda & Notices issued following the posting of the project

All	1
Addenda	1
Notices	0

+ New Addendum

Addenda Awaiting Review

Pending Addendum

⚠ Not publicly released

Addendum number will be issued upon release

Edit

Release

To address a discrepancy and provide clarification, the City has issued an addendum to the RFQ.

The addendum confirms that the City intends to enter into continuing contracts with **more than one firm** on an as-needed basis, and the language on Page 15 has been revised accordingly to reflect this intent.

See What Changed

► Acknowledged by 0 of 0 responses

No Notices Have Been Issued

Draft Notice



QUESTION & ANSWER REPORT
RFQ No. PSUT-25-10
Power Electrical Engineering Services

RESPONSE DEADLINE: September 16, 2025 at 2:00 pm

Monday, October 13, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. No subject

Aug 22, 2025 2:46 PM

Question: Page 6 of the RFQ, 6th paragraph, states: "The City anticipates on establishing a Continuing Contract with more than one firm that can be used on an as needed basis. The intent of the RFQ is to select more than one firm that can provide these services." Page 15 of the RFQ, under the "Timeline" section states: "The City intends to award a continuing contract to one firm." Please clarify if a pool of consultants will be awarded contracts or if only one contract will be awarded.

Aug 22, 2025 2:46 PM

Answered: More than one vendor will be awarded. The City intends to establish continuing contracts with multiple firms, as stated on Page 6 of the RFQ.

Aug 26, 2025 7:38 AM