



# General Contractors for Home Repair Projects (Expansion)

Request for Qualifications # PL-18-04

| <b>General Information</b>         |   |                 |
|------------------------------------|---|-----------------|
| Project Timeline                   | This contract shall be effective from date of execution until June 7 <sup>th</sup> , 2019   | See Section 1.4 |
| Evaluation of Proposals            | Evaluation Committee  | See Section 1.6 |
| Mandatory Pre-Bid Meeting          | 10:00 a.m. on July 9, 2018<br>at the Public Services Large<br>Conference Room,<br>8300 S. Palm Drive,<br>Pembroke Pines, FL 33025 | See Section 1.7 |
| Question Due Date                  | July 16, 2018   | See Section 1.7 |
| Proposals will be accepted until   | 2:00 p.m. on July 31, 2018  | See Section 1.7 |
| 5% Proposal Security / Bid Bond    | Required in the event that the proposal exceeds \$200,000   | See Section 4.1 |
| 110% Payment and Performance Bonds | Required in the event that the proposal exceeds \$200,000   | See Section 4.2 |

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

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- Attachment C: Non-Collusive Affidavit
- Attachment D: Sworn Statement on Public Entity Crimes Form
- Attachment E: References Form
- Attachment F: Conflict of Interest Form
- Attachment G: Proposer’s Completed Qualification Statement
- Attachment H: Sample Insurance Certificate
- Attachment I: Specimen Contract/Agreement
- Attachment J: Mandatory Pre-Bid Meeting Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

**RFQ # PL-18-04**  
**“General Contractors for Home Repair Projects (Expansion)”**

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

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

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

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, July 31, 2018.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking to acquire proposals from qualified firms with significant, verifiable experience in completing various types of home repair projects to residential homes. The types of services to be rendered include the following:

- Correcting municipal code violations
- Abating any health and safety problems in the resident’s home
- Providing safe electrical and mechanical systems
- Stopping weather penetration to make the resident’s home more energy efficient
- Improving the general condition of the resident’s structure



As each home repair project is determined, the approved pool of contractors will be invited to submit a bid for that particular home repair.

Interested general contractor firms shall submit qualification statements, performance data and other information relative to the proposed Scope of Services. Responses will be evaluated by a Selection/Evaluation Committee. Firms that do not provide the information requested, or which fail to meet the minimum qualification criteria, shall be disqualified from further consideration.

### **1.3 BACKGROUND**

The City of Pembroke Pines receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP). In addition, it receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. From time to time, it may receive similar types of funds to carry out similar activities. The City utilizes a pool of General Contractors, Home Inspectors, and Environmental Specialists for these projects. The pool of contractors will expire on June 7, 2019.

The City issued and awarded RFQ PL-16-03 “Residential Home Inspection and Cost Estimating Services”, RFQ # PL-16-04 “General Contractors for Home Repair Projects”, and RFQ # PL-16-05 “Environmental Specialists for Residential Home Inspection.” and is now advertising # PL-18-04 “General Contractors and Home Repair Projects (Expansion)” and RFQ # PL-18-05 “Residential Home Inspection and Cost Estimating Services (Expansion)”. Pursuant to regulations of the U.S. Department of Housing and Urban Development, a vendor cannot only participate in one of the three pools of vendors; therefore a proposer can only submit a response for one of the three RFQ’s.

Any vendor, **including** vendors currently under contract with the City, which wishes to be part of the new pool of contractors, must submit a response to this solicitation.

#### **1.3.1 General Contractors:**

On June 7, 2017, the City Commission approved the following vendors for RFQ # PL-16-04 “General Contractors and Home Repair Projects” as recommended by the Evaluation Committee. As a result, the following vendors will be under contract until June 7, 2019.

1. James Joyce Construction Corp.
2. GDS Construction Group, Inc.
3. R&B Remodeling, Inc.
4. Stacy Bomar Construction LLC.
5. Access Builders, Inc.
6. Triple N. Enterprises, Inc.
7. Fundamental Engineering and Construction, Inc.
8. Work 4 U Corp.
9. Fleming Executive Group, Inc.
10. Cosugas Llc



#### 11. Whyte-Way Construction, Inc.

The City desires to expand the current pool of contractors to increase the number of approved contractors that can complete work under the program. Therefore, the city is issuing **RFQ # PL-18-04 “General Contractors for Home Repair Projects (Expansion).”** Any approved contracts resulting from this new solicitation will also expire on June 7, 2019.

Any vendor, **excluding** vendors currently under contract with the City, which wishes to be part of the new pool of contractors, must submit a response to this solicitation.

### **1.4 SECTION 3 COMPLIANCE**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance for HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

As each home repair project is determined, the approved pool of contractors will be invited to submit a bid for that particular home repair. Preference shall be given to Certified Section 3 Business Concerns. Whenever two (2) or more bids, which are equal with respect to price, quality and service, are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form (and the Residential Employment Opportunity Data Form, if applicable) certifying that it is a Certified Section 3 Business Concern shall be given preference in the award process. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under Section 3.

### **1.5 SCOPE OF WORK**

The General Contractor services required include, but are not necessarily limited to the following:

1. Complete residential home repairs per specifications and requirements provided by the City.
2. Submit permits (and drawings) for construction repairs as required.
3. Produce quality work.
4. Abide by and adhere to all conditions and requirements of the rehabilitation program.
5. Complete all repairs in a prompt/timely manner, and within budget.



6. Effectively practice sound financial business practices and fiscal responsibility.
7. Establish and maintain professional and pleasant rapport with the City and property owners.

## **1.6 POST AWARD PROCESS**

### **1.6.1 Approved Pool of Vendors**

When the RFQ process is completed and the new pool of vendors are approved by the City Commission, the City's Procurement Division will route the agreements for approval. Upon approval, copies of the executed agreements will be forwarded to Community Redevelopment Associates of Florida, Inc. (CRA of FL) along with the contact information for each approved vendor.

CRA of FL will invite all approved **General Contractors** to bid on every new project. CRA of FL will add all approved **Home Inspectors** and **Environmental Specialists** to their respective rotation schedule which lists the inspectors in alphabetical order.

Please note that the City reserves the right to limit the number of projects that a first time contractor may receive until the contractor is able to demonstrate the ability to satisfactorily close out their first two projects.

### **1.6.2 Environmental Inspection Services**

**Lead Inspections:** If the property was built in or before 1978 a lead inspection is mandatory. Program specialists shall contact the Environmental Specialist to conduct their assessment before the independent Home Inspector. If any lead is present, the Environmental Specialist shall provide a detailed report including corrective action and a cost estimate which shall be used in the work specifications.

**Mold Inspections:** In the event that a home owner complains of a mold problem, the independent Home Inspectors evaluates the area of concern. If the Home Inspector feels that there is mold present, a mold inspection is suggested to CRA of FL staff. CRA of FL will then contact the Environmental Specialist to request a mold inspection. If any mold is present, the Environmental Specialist shall provide a detailed report including corrective action and a cost estimate which shall be used in the work specifications.

**General Contractors** must address any mold issues first. When the **General Contractor** feels that the mold has been rectified, they will request a post-mold inspection. CRA of FL will then contact the Environmental Specialist to request the post-mold inspection.

### **1.6.3 Order of Operations:**

1. Inspection completed at the property





2. Work specifications with pictures and checklist completed for each project
3. Work specifications approved by CRA of FL
4. Inspector has work specifications approved by homeowner
5. Pre-bid meeting is set up at the property (all approved contractors invited)
6. Bid due date/time is set up for 5 to 7 days after pre-bid meeting
7. Bids must be submitted on time in a sealed envelope with no un-initialed corrections. Section 3 agreement must be completed and signed as well as the pricing page of the bid otherwise the bid will be deemed non-responsive.
8. If the contractor agrees to hire a new Section 3 compliant employee in the bid, proof of the new hire must be provided by the required forms (including the Certification of Business Concerns Seeking Section 3 Form and the Assurance of Compliance Form) provided by CRA of FL.
9. In the event of a tie-bid preference will be given to the contractor that agreed to hire a Section 3 candidate. If both contractors agreed to the Section 3 requirement, the contractor who submitted the bid first will be the winner. Each bid is clocked in to ensure timeliness.

## **1.7 FEES**

There are no pre-set fees for the General Contractors. Home Inspectors shall generate cost estimations for each project and CRA of FL will invite all approved **General Contractors** to competitively bid on each project.

## **1.8 CONTRACT PERFORMANCE**

### **1.8.1 Specimen Contract**

A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract.

### **1.8.2 Manner of Performance**

The Vendor(s) shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Vendor(s) shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City of Pembroke Pines.

### **1.8.3 Poor Performance**

The City of Pembroke Pines reserves the right to terminate the agreement with Successful Proposers, including revocation of registration, for any reason that the City determines is in the best interests of its residents and citizens, including but not limited to:



- Excessive complaints.
- Failure to perform as required.
- Failure to provide necessary documentation
- Unethical business practices.
- Expiration or revocation of any required license or certification.
- Falsification of documents.
- Failure to pay fees, if required.

## **1.9 PROPOSAL REQUIREMENTS**

**The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal.** The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

### **Title Page:**

List the following:

RFQ Subject: **PL-18-04 "General Contractors for Home Repair Projects (Expansion)"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address

### **Tab 1 - Table of Contents:**

Include a clear identification of the material included in the proposal by tab number and page number.

### **Tab 2 - Letter of Interest:**

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:



- a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
- b. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
- c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 4 - Previous Experience**)
- d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

**Tab 3 - Experience and Ability (35 points):**

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

1. Describe the specialized experience and technical competence of the firm or persons with respect to working on federally funded rehabilitation projects and/or other publicly funded housing rehab projects. Please include the capability of carrying out all aspects of required activities, including any experience with preparing contract documents, drawings, and specifications. (Limit to three (3) pages)
2. A minimum of two (2) years general contracting or rehabilitation experience. Please provide proof of such experience.
3. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills
5. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
6. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
7. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
8. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
9. Explain the ability and experience of the field staff with specific attention to project related experience.

**Tab 4 - Previous Experience (35 points):**



Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:

1. Attachment E: References Form
2. List of ongoing contracts/projects with their current status and projected termination dates

**Tab 5 - Firm's Understanding and Approach to the Work (30 points):**

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

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

**Tab 6 - Other Completed Documents & Forms:**

1. Attachment B: Vendor Information Form and a W-9
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment F: Conflict of Interest Form
5. Attachment G: Proposer's Completed Qualification Statement
6. Attachment J: Mandatory Pre-Bid Meeting Form

**Tab 7 - Business Structure, Licenses and Professional Registration Certificates:**

1. Contractors must submit a current and valid **Certified-EPA Renovator's certificate** with their bid packages.
2. Copies of city, county, and state professional licenses and business tax receipts. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said



- services (architecture, engineering, general contractor or other certification required).
- 4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.

**Tab 8 - Additional Information:**

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

**1.10 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

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

| <b>Criteria</b>                               | <b>Points</b>     |
|---|-------------------|
| Experience and Ability                        | 35 points         |
| Previous Experience                           | 35 points         |
| Firm’s Understanding and Approach to the Work | 30 points         |
| <b>Total Points</b>                           | <b>100 points</b> |

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. If needed, the Evaluation Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposers whose proposals are determined to be the most advantageous to the City taking into consideration the evaluation criteria.
- E. After the contracts have been executed with the awarded pool of contractors, the awarded pool of contractors will be invited to bid on specific projects on an as-needed basis. Please note that the City reserves the right to limit the number of projects that a first time



contractor may receive until the contractor is able to demonstrate the ability to satisfactorily close out their first two projects.

**1.11 TENTATIVE SCHEDULE OF EVENTS**

| <b>Event</b>  | <b>Time &amp;/or Date</b>         |
|---|-----------------------------------|
| Issuance of Solicitation (Posting Date)                                 | <b>July 3, 2018</b>               |
| Mandatory Pre-Bid Meeting   | <b>10:00 a.m. on July 9, 2018</b> |
| Question Due Date   | <b>July 16, 2018</b>              |
| Anticipated Date of Issuance for the Addenda with Questions and Answers | <b>July 19, 2018</b>              |
| Proposals will be accepted until  | <b>2:00 p.m. on July 31, 2018</b> |
| Proposals will be opened at   | <b>2:30 p.m. on July 31, 2018</b> |
| Evaluation of Proposals by the Evaluation Committee                     | <b>TBD</b>                        |
| Recommendation of Contractor to City Commission award                   | <b>TBD</b>                        |

**1.11.1 Mandatory Pre-Bid Meeting**

There will be a **Mandatory** scheduled pre-bid meeting on **Monday, July 9, 2018 at 10:00 a.m.** Meeting location will be at the **City of Pembroke Pines Public Services Building, 8300 South Palm Drive, Pembroke Pines, FL. 33025.**

The work to be performed under this contract is subject to the **General and Construction Federal Provisions** contained in **Attachment A**. These items are to be discussed at the pre-bid meeting. Attendance is mandatory for all parties submitting a response to this solicitation.

All vendors will be required to complete **Attachment J "Mandatory Pre-Bid Meeting Form"** at the meeting and submit it as part of their proposal to show proof of attendance to the mandatory meeting.

**1.12 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) **on or before 2:00 p.m. on July 31, 2018**

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the *PROPOSAL REQUIREMENTS* section of this solicitation.

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your



proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

### **1.13 FREQUENTLY ASKED QUESTIONS (FAQs)**

#### **1.13.1 General**

|              |  |
|--------------|--|
| Question # 1 | Can I include multiple parties in my response?   |
| Answer       | Yes, however the City of Pembroke Pines will only pay one party for the work that is rendered. For instance, one party will receive the check as if they are the prime contractor and would have to pay the other parties as they would normally pay subcontractors. |

#### **1.13.2 Insurance**

|              |   |
|--------------|---|
| Question # 2 | In regards to the Professional Liability / Errors & Omissions Insurance. Usually this type of insurance is not taken by construction companies, except in special cases such as this. The cost of this insurance is significant. Could this coverage be added to our liability insurance certificate at the time of signing a contract with the city rather than now? |
| Answer       | Yes, you may attain the required insurance after the City has selected a pool of inspectors for this RFQ.   |

#### **1.13.3 Bonding**

|              |   |
|--------------|---|
| Question # 3 | Will this project require the company to have Bonding?  |
| Answer       | Due to the budgeted amount for each project, these projects will be not be subject to federal bonding requirements. |

#### **1.13.4 Licenses**

|              |  |
|--------------|--|
| Question # 4 | On April 22, 2008, EPA issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning April 22, 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 |
|--------------|--|



|        |   |
|--------|---|
|        | must be certified and must follow specific work practices to prevent lead contamination. In other words, after April 22, 2010, federal law requires that contractors who perform renovation, repairs, and painting jobs should hold an valid EPA Certified Renovator per HUD 40CFR. The EPA certification is a 90 days process from course approved + application, to final certification. Therefore, this EPA certification must be part of the firm qualification documents. Please advise. |
| Answer | Contractors must submit a current and valid Certified-EPA Renovator's certificate with their bid packages.  |

|              |  |
|--------------|--|
| Question # 5 | What specific state/local licenses are required?   |
| Answer       | Requirements vary by occupation and services that are performed by the contractor. Firms should know what state/local licenses are needed for them to perform the required services. |

**1.13.5 Funding**

|              |  |
|--------------|--|
| Question # 6 | Are you doing a combination of DRI and CDBG to fund this home repair program?  |
| Answer       | The City will utilize federal CDBG, HOME and other funding sources as available. The program utilizes one streamlined process to capture the most restrictive program's requirement. |

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| Question # 7 | Please provide the estimated cost budget for this project.  |
| Answer       | Each project is budgeted not to exceed \$90,000. The overall budget for the upcoming year is still being established. |

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| Question # 8 | What is the maximum amount that you propose to give to an eligible homeowner? |
| Answer       | The City provides a maximum of \$90,000 for its standard home repair program. |

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| Question # 9 | A lot of times when you use that housing quality standard, once you identify a deficiency, we somewhat have an obligation to |
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|        | correct that deficiency even if it goes over the \$90,000. Do you have some type of strategy in mind for these projects?  |
| Answer | Code, health and safety are priority items that will be addresses. If a project is cost prohibitive, the City reserves the right to not fund the project. If the project is suitable and funds are available, the unit can be assisted under the City’s substantial rehabilitation program. The majority of repairs can be assisted with the \$90,000 budget due to the condition of the housing stock. |

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| Question # 10 | How many houses/projects are anticipated?                |
| Answer        | This varies as it is dependent on state/federal funding. |

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| Question # 11 | How many projects were undertaken since October 1 <sup>st</sup> 2014?   |
| Answer        | 43 projects were undertaken since October 1 <sup>st</sup> 2014. However, the number of units that are under taken is dependent on how much federal and state funding is received. |

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| Question # 12 | In terms of the draw schedule, how is mobilization addressed? If contractors only get paid upon 100% of completion of the job and satisfaction by the owner, what if you have a disgruntled owner, do you have something in place to circumvent that?                     |
| Answer        | General contractors are paid upon 100% upon completion of the project. If the program inspection and building inspections indicate the work was done according to the approved work specifications, then there is no justification to withhold payment from a contractor. |

**1.13.6 Section 3 Business Concern**

|               |  |
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| Question # 13 | Why do you require Certified Section # 3 business and concern?   |
| Answer        | Section 3 is a federal requirement that the City of Pembroke Pines must comply with. It is designed to create employment and training opportunities for residents living in the areas receiving federal funding. |

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| Question # 14 | Certified Section 3 Business Concern: Usually this type of service (inspections and estimates) is conducted only for the qualifier; not |
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|               | for employees. There is a special reason this Certified Section 3 Business Concern is required?  |
| Answer        | That is correct. Only the qualified person can perform the inspections. The section 3 employee can be the qualifier but does not have to be. For example, if an inspection firm needs to hire part-time clerical support as a result of being selected in the inspector's pool, then that would trigger section 3 compliance. Please refer to the 3 ways to qualify as a section 3 business concern. |
| Question # 15 | Does Attachment K: "Certification for Business Concerns Seeking Section 3" need to be submitted for each employee?   |
| Answer        | It needs to be submitted for each Section 3 employee.  |
| Question # 16 | Does Section 3 only apply for new hires?   |
| Answer        | Yes, Section 3 only applies to new hires.  |
| Question # 17 | Companies qualified as Section 3 in Miami Dade County meet with the requirements for this proposal? Or have to be independently qualified as Section 3 for Broward County?   |
| Answer        | Because the income guidelines are different for Broward and Miami-Dade, you will have to certify to Broward County's income guidelines and preferably hire someone from Pembroke Pines, but no further than beyond the Broward County jurisdiction. Section 3 is based on income and location of the employees.  |



## **SECTION 2 - INSURANCE REQUIREMENTS**

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

**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.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

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, then in that event, 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 not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



## 2.1 REQUIRED INSURANCE

A. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 **(mostly for construction or equipment sold to the CITY)**

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

B. **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 his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

C. **COMPREHENSIVE AUTO LIABILITY INSURANCE** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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



D. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

E. **SEXUAL ABUSE** may not be excluded from any policy.

## 2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

Any 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 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.

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 Contract.



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

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

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

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

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at [www.bidsync.com](http://www.bidsync.com). Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync 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 their BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the, Purchasing Manager, Christina Sorensen, at [purchasing@ppines.com](mailto:purchasing@ppines.com).

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

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



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

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

### **3.6 WARRANTIES FOR USAGE**

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

### **3.7 BRAND NAMES**

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

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or

equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

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

### **3.10 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 Invitation for Bid. All information in the Bid shall be provided at no cost to the City.

### **3.11 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. Bidder 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 bidder.

### **3.12 DELIVERY POINT**

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

### **3.13 TAX EXEMPT STATUS**

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

### **3.14 CONTRACT TIME**



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

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

### **3.15 COPYRIGHT OR PATENT RIGHTS**

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

### **3.16 PUBLIC ENTITY CRIMES**

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

The Public Entity Crime Affidavit Form, attached to 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 Bidder for any goods, services or materials furnished.

### **3.17 CONFLICT OF INTEREST**

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

### **3.18 FACILITIES**

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

### **3.29 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such





documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

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

### **3.21 MANUFACTURER'S CERTIFICATION**

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

### **3.22 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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

### **3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

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

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

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



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

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

### 3.24 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 bidder, 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 bidder from bid list(s).

### 3.25 BID PROTEST

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

### 3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in

connection with the subsequent indemnifications including, but not limited to, reasonable attorney’s fees (including appellate attorney’s fees) and costs.

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

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

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

### **Patent and Copyright Indemnification:**

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



### 3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder 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 Bidder 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 Bidder to meet any terms of this agreement, the City will notify the Bidder 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 Bidder 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 Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

### 3.28 ACCEPTANCE OF MATERIAL

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

### 3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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



## Supplemental Federal Provisions: General and Construction

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Equal Opportunity Provisions
8. M/WBE Provisions/Utilization of Minority and Women's Businesses
9. Section 3 Clause
10. Conflict of Interest

### 1. TERMINATION OF CONTRACT

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
  3. Ineffective or improper use of funds provided under this Agreement; or
  4. Submission by the Contractor to the City reports that are incorrect or incomplete in any material respect.
- A.** In accordance with 24 CFR 85.44, this contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
  - An opportunity for consultation with the terminating party prior to termination.
- B.** This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded



the same notice and consultation opportunity specified in l(a) above.

- C.** If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
- No amount shall be allowed for anticipated profit on unperformed services or other work, and
  - Any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D.** Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E.** Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F.** If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## **2. ACCESSTO RECORDS**

The City and the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.



### **3. RETENTION OF RECORDS**

The contractor shall retain all records relating to this contract three years after the local government makes final payment and all other pending matters are closed.

### **4. REMEDIES**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

### **5. ENVIRONMENTAL COMPLIANCE**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

### **6. ENERGY EFFICIENCY**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

### **7. EQUAL OPPORTUNITY PROVISIONS**

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended*  
(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees



and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. *Contracts Subject to Executive Order 11246 (contracts/subcontracts above \$10,000)***

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**Executive Order 11246 (contracts/subcontracts above \$10,000)**

- (1) Section 202 Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:
  - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

*City of Pembroke Pines*

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- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the Provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment





Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - Female participation: 6.9% (Nationwide)
  - Minority participation for each trade – 15.5% (Broward County)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

*Note - These goals are not a requirement for quotas. Quotas are expressly forbidden by law. Affirmative action goals under Executive Order 11246 are targets for recruitment and outreach and should be reasonably attainable by means of applying good faith efforts. The standard of compliance is good faith. Numerical goals do not create guarantees for specific groups, nor are they designed to achieve proportional representation or equal results.*

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.



(d) As used in this Notice, and in the contract resulting from the solicitation, the “covered area” is the county in which the contract work is being undertaken.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

Construction contractors are **not** required to develop written Executive Order affirmative action programs. In lieu of a written affirmative action program, the regulations enumerate the good faith steps covered construction contractors must take in order to increase the utilization of minorities and women in the skilled trades. These sixteen requirements are discussed in the *Standard Federal Equal Employment Opportunity Construction Contract Specifications* (Executive Order 11246). Construction contractors must document the steps and actions that they take to ensure that these requirements are met.

**As used in these specifications:**

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. “Minority” includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of

\$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the



solicitations from which this contract resulted.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in paragraphs (9) (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with



these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

(a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

(f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by



posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- (1) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (9) (a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (9) (a) through (p) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
- (2) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (3) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (4) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (5) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract



Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (6) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (7) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (8) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- (9) Depending on the size of the construction contractor and the type of relationship it has with the Federal Government, covered construction contractors may have additional responsibilities, such as the following:
  - a) Notifying OFCCP about any construction subcontract awards in excess of \$10,000 that are made under covered federal or federally assisted construction contracts;
  - b) Complying with personnel record retention requirements;
  - c) Completing and submitting the annual EEO report, Standard Form 100 (also known as the "EEO-1 Report"), if the construction contractor or subcontractor has 50 or more employees



- and a covered contract or subcontract of \$50,000 or more;
- d) Complying with the “Uniform Guidelines on Employee Selection Procedures,” which are published at 41 CFR Part 60-3;
  - e) Complying with the Immigration Reform and Control Act (IRCA) of 1986.

(10) Certification of Non-Segregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

### **8. SMALL FIRMS, MINORITY-OWNED FIRMS, WOMEN-OWNED FIRMS**

The City encourages the participation of small firms, minority-owned firms, women owned firms or labor surplus area firms. The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

1. Florida Department of Management Services, Office of Supplier Diversity,
2. Florida Department of Transportation (construction services, particularly highway),
3. Minority Business Development Center in most major cities, and
4. Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

### **9. SECTION 3 CLAUSE AND PROVISIONS**

Section 3" Compliance in the Provision of Training, Employment and Business Opportunities





- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### 1. Section 3 Implementation

- (a) The City, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns according to the following priorities:
- **Category 1:** Business concern that is 51% owned by Section 3 residents of the **service area or neighborhood** where the work is being performed or whose full-time permanent workforce includes 30% of these residents as employees.
  - **Category 2:** Business concern that is 51% owned by Section 3 residents or whose full-time permanent workforce includes 30% these residents as employees.
  - **Category 3:** HUD Youthbuild programs being carried out in Pembroke Pines in which Section 3 covered assistance is expended.
  - **Category 4:** Business concern that is 51% owned by Section 3 residents of **Broward County** or whose full-time permanent workforce includes 30% of these residents as employees.

A “**Section 3 resident**” is an individual who resides in the metropolitan area or non-metropolitan county which the Section 3 covered assistance is expended and who is considered to be a low- to very low-income person. Please refer to maximum household income limit chart.

- (b) Prospective contractors for work in connection with Section 3 covered projects, prior to the signing of the contract, must provide a preliminary statement of work force needs (skilled, semi- skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Greater consideration will be given to those contractors who will have training and employment opportunities for project area residents. This information will be captured on Local Business Opportunities, Employment and Training Plan.



Contractors must commit themselves to a goal and show what they intend to do to reach that goal. Contractors and subcontractors are expected to extend, to the greatest extent feasible, every effort to achieve the numerical goals established by Pembroke Pines, which is 30% of new hires and the appropriate dollar associated with resident hiring scale.

- (c) Resident Hiring Scale. The City has adopted the following scale for resident hiring that is to be used on construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of Section 3 residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in federally-funded contracted labor efforts. **It is not the intention for contractors to lay off existing employees in order to fulfill these requirements, but to make opportunities available to low and very-low income persons residing in the City when new hires are required.**

### Resident Hiring Scale

| Total Labor Dollars<br>*Use Total Contract Amount for Service Contracts | Resident as % of the Total Labor Dollars |
|---|--|
| Labor dollars \$25,000 but less than \$100,000                          | 10% of the labor dollars                 |
| \$100,000 but less than \$200,000                                       | 9% of the labor dollars                  |
| At least \$200,000, but less than \$300,000                             | 8% of the labor dollars                  |
| At least \$300,000, but less than \$400,000                             | 7% of the labor dollars                  |
| At least \$400,000, but less than \$500,000                             | 6% of the labor dollars                  |
| At least \$500,000, but less than \$1 million                           | 5% of the labor dollars                  |
| At least \$1 million, but less than \$2 million                         | 4% of the labor dollars                  |
| At least \$2 million, but less than \$4 million                         | 3% of the labor dollars                  |
| At least \$4 million, but less than \$7 million                         | 2% of the labor dollars                  |
| \$7 million or more   | 1% of the labor dollars                  |

**A prime contractor may satisfy the City's Section 3 resident hiring requirements through direct hiring or through subcontractors.**

A contractor may also provide skilled training for residents in an amount commensurate with the sliding scale established above.

The bidder/contractor is aware of the requirements under Section 3 of the Housing and Urban Development 1968 and will abide by them. The contractor will abide by its the Local Business Opportunities, Employment and Training Plan to the greatest extent feasible and understands that this plan will be monitored as part of the contract requirements.

- (d) The Contractor will submit the following forms for as applicable for review of compliance with Section 3 requirements:



1. Completed Local Business Opportunities, Employment and Training Plan
2. Labor/Skills Needed and Hiring Goal
3. Certification for Business Concerns
4. Resident Data – Self Certification Form for Section 3 Employees

## 10. CONFLICT OF INTEREST

### **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

In accordance with 24 CFR 570.611 a conflict of interest exists if the person/entity receiving any type of direct assistance or compensation from federal funds is an employee, agent, consultant, officer, elected official or appointed official of the recipient or sub-recipients *or* within the past 12 months meets one of the following criteria:

1. Exercises or has exercised any functions or responsibilities with respect to funds for this program.
2. Participates or has participated in the decision making process related to funds for this program.
3. Is or was in a position to gain inside information with regard to program activities.

A conflict of interest may also arise if the business/applicant is related by family or has business ties to any employee, officer, elected or appointed official or agent of a unit of local government who exercises any functions or responsibilities with respect to any federal program funding. The conflict of interest or perceived conflict of interest must be acknowledged.

By signing this contract, the contractor acknowledges, that a conflict of interest does not exist.



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to [accountspayable@ppines.com](mailto:accountspayable@ppines.com)

### Vendor Information Form

|   |  |               |  |
|---|--|---------------|--|
| <b>Operating Name (Payee)</b>                   |  |               |  |
| <b>Legal Name (as filed with IRS)</b>           |  |               |  |
| <b>Remit-to Address (For Payments)</b>          |  |               |  |
|   |  |               |  |
|   |  |               |  |
| <b>Remit-to Contact Name:</b>                   |  | <b>Title:</b> |  |
| <b>Email Address:</b>                           |  |               |  |
| <b>Phone #:</b>                                 |  | <b>Fax #</b>  |  |
| <b>Order-from Address (For purchase orders)</b> |  |               |  |
|   |  |               |  |
| <b>Order-from Contact Name:</b>                 |  | <b>Title:</b> |  |
| <b>Email Address:</b>                           |  |               |  |
| <b>Phone #:</b>                                 |  | <b>Fax #</b>  |  |
| <b>Return-to Address (For product returns)</b>  |  |               |  |
|   |  |               |  |
| <b>Return-to Contact Name</b>                   |  | <b>Title:</b> |  |
| <b>Email Address:</b>                           |  |               |  |
| <b>Phone #:</b>                                 |  | <b>Fax #</b>  |  |
| <b>Payment Terms:</b>                           |  |               |  |

Type of Business (please check one and provide Federal Tax identification or social security Number)

- Corporation **Federal ID Number:**
- Sole Proprietorship/Individual **Social Security No.:**
- Partnership
- Health Care Service Provider
- LLC – C (C corporation) – S (S corporation) – P (partnership)
- Other (Specify):

Name of Applicant / Signature \_\_\_\_\_

Title of Applicant \_\_\_\_\_ Date \_\_\_\_\_



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup>  |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>1</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))   | The grantor <sup>*</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))   | The trust   |

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

<sup>\*</sup>Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

Title

Name of Company



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

1. This sworn statement is submitted \_\_\_\_\_ (name of entity submitting sworn statement) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
  
2. My name is \_\_\_\_\_ and my \_\_\_\_\_  
(Please print name of individual signing)  
relationship to the entity named above is \_\_\_\_\_.
  
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
  
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Bidder's Name/Signature

Company

Date



**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

**Reference Contact Information:**

Name of Firm, City, County or Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Project Information:**

Name and location of the project: \_\_\_\_\_

Nature of the firm’s responsibility on the project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project duration: \_\_\_\_\_ Completion (Anticipated) Date: \_\_\_\_\_

Size of project: \_\_\_\_\_ Cost of project: \_\_\_\_\_

Work for which staff was responsible: \_\_\_\_\_

Contract Type: \_\_\_\_\_

The results/deliverables of the project: \_\_\_\_\_



City of Pembroke Pines

### CONFLICT OF INTEREST FORM

The undersigned vendor, in accordance with 24 CFR 570.611, hereby certifies that award of contract to \_\_\_\_\_ (Name of Business) for participation in the City of Pembroke Pines' Minor Home Repair Program does not constitute a conflict of interest.

A conflict of interest exists if the person/entity receiving any type of direct assistance or compensation from federal funds is an employee, agent, consultant, officer, elected official or appointed official of the recipient or subrecipients **or** within the past 12 months meets one of the following criteria:

1. Exercises or has exercised any functions or responsibilities with respect to funds for this program.
2. Participates or has participated in the decision making process related to funds for this program.
3. Is or was in a position to gain inside information with regard to program activities.

A conflict of interest may also arise if the business is related by family or has business ties to any employee, officer, elected or appointed official or agent of a unit of local government who exercises any functions or responsibilities with respect to any federal program funding.

As the person authorized to sign the statement, I acknowledge the provisions of 24 CFR 570.611 and certify that a conflict of interest does not exist.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Name, Printed, Typed or Stamped

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

|   |   |                                     |
|---|---|-------------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b> |   | 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. |                                     |
| <b>INSURERS AFFORDING COVERAGE</b>              |   |                                     |
| INSURED<br><br><b>YOUR COMPANY NAME HERE</b>    | INSURER A:<br>INSURER B.<br>INSURER C.<br>INSURER D.<br>INSURER E.  | <b>Companies providing coverage</b> |

**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  |                     |       |                    |    |                            |    |                             |    |
|-----------------------------|--|---------------------------------------|---------------------------------|----------------------------------|---|---------------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
|                             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc | <b>Must Include General Liability</b> |                                 |                                  | EACH OCCURRENCE    \$<br>FIRE DAMAGE (Any one fire)    \$<br>MED EXP (Any one person)    \$<br>PERSONAL & ADV INJURY    \$<br>GENERAL AGGREGATE    \$<br>PRODUCTS - COMP/OP AGG    \$   |                     |       |                    |    |                            |    |                             |    |
|                             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   | <b>SAMPLE CERTIFICATE</b>             |                                 |                                  |   |                     |       |                    |    |                            |    |                             |    |
|                             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                                       |                                 |                                  | AUTO ONLY - EA ACCIDENT    \$<br>OTHER THAN EA ACC    \$<br>AUTO ONLY: AGG    \$  |                     |       |                    |    |                            |    |                             |    |
|                             | <b>EXCESS LIABILITY</b><br>OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |                                       |                                 |                                  | EACH OCCURRENCE    \$<br>AGGREGATE    \$<br>\$<br>\$<br>\$  |                     |       |                    |    |                            |    |                             |    |
|                             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |                                       |                                 |                                  | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATUTORY LIMITS         | OTHER  |                                       |                                 |                                  |   |                     |       |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$   |                                       |                                 |                                  |   |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$   |                                       |                                 |                                  |   |                     |       |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$   |                                       |                                 |                                  |   |                     |       |                    |    |                            |    |                             |    |
|                             | OTHER  |                                       |                                 |                                  |   |                     |       |                    |    |                            |    |                             |    |

**Certificate must contain wording similar to what appears below**

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

|  |                                     |  |
|--|-------------------------------------|--|
| CERTIFICATE HOLDER   | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION   |
| City of Pembroke Pines<br>601 City Center Way<br>Pembroke Pines FL 33025 |                                     | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY SHALL BE CANCELLED WITH <u>30</u> DAYS WRITTEN NOTICE.<br><br>AUTHORIZED REPRESENTATIVE |

**City Must Be Named as Certificate Holder**



**CONTINUING SERVICES AGREEMENT**

**THIS CONTINUING SERVICES AGREEMENT FOR GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS** (“Agreement”) is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

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

and

\_\_\_\_\_, a \_\_\_\_\_, with a business address of \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY advertised its Request for Qualifications No. **PL-18-04** entitled **General Contractors for Home Repair Projects (Expansion)** (hereinafter “RFQ”) which set forth the CITY's desire to hire a firm to provide home repair services for the City’s commercial rehabilitation programs; and

**WHEREAS**, on \_\_\_\_\_, **2018** the CITY approved the ranking of the firms responding to the referenced solicitation and authorized the negotiation of Continuing Services Agreements for a term of two year(s); and

**WHEREAS**, the CONTRACTOR is one of the \_\_\_\_\_ highest ranked qualified firms referenced above and is willing and able to perform such **home repair services** for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement (hereinafter referred to as "Continuing Services Agreement" or “Agreement”); and

**WHEREAS**, the purpose of this Continuing Services Agreement is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen from the “library” of consultants resulting from a request to submit a bid on a commercial rehabilitation project; and

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

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:





## ARTICLE 1 SCOPE OF SERVICES

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide professional services to the City for specified projects as may be identified by CITY from time to time in CITY's sole discretion (the "Services") all of which shall be the subject of this Agreement. CITY makes no representation to CONTRACTOR of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY.
- 1.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's RFQ and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the prices and terms contained therein.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Services on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to procure any Services identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.
- 1.5 All specifications and plans prepared or to be used for the Services provided herein shall be certified and approved by CONTRACTOR and submitted to the CITY for approval prior to advertisement or implementation as applicable.
- 1.6 All Services provided by CONTRACTOR shall be provided in a professional manner and CONTRACTOR acknowledges that CITY is relying upon CONTRACTOR's professional knowledge and expertise to perform under this Agreement. Services performed by CONTRACTOR shall be in accordance with the schedule provided by CITY, unless the parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.
- 1.7 In the event the CONTRACTOR requires the services of any subconsultants /subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must secure the prior written approval of the CITY.
- 1.8 Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights



of termination as set forth herein.

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

## **ARTICLE 2 TERM AND TERMINATION**

- 2.1 CONTRACTOR shall provide the Services as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial two (2) year period commencing on \_\_\_\_\_, **2018** and ending on \_\_\_\_\_, **20\_\_**, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon thirty (30) business days of written notice by the terminating party to the other party for such termination.
- 2.3 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

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

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



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

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Services hereunder shall be based on the as-needed services provided and governed by commercial rehabilitation program subject to the applicable rules and regulations governing those programs. Upon delivery, the CITY shall make final inspection of the Services rendered. If this inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.
- 3.2 If any of the Services is required to be rejected for any reason, the CONTRACTOR shall be required to perform the Services to the satisfaction of the CITY.

### **ARTICLE 4 GUARANTEE OF SERVICES**

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

### **ARTICLE 5 INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.



- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from 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 Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 6 INSURANCE**

- 6.1 CONTRACTOR shall not commence performance hereunder 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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 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. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.
- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, 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 not commence nor continue to provide any service 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.

#### 6.4 REQUIRED INSURANCE

6.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Bodily Injury
  - 1. Each Occurrence \$1,000,000
  - 2. Annual Aggregate 1,000,000
- B. Property Damage
  - 1. Each Occurrence 1,000,000
  - 2. Annual Aggregate 1,000,000
- C. Personal Injury
  - Annual Aggregate 1,000,000
- D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.
- E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability \$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.

6.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury



1. Each Occurrence \$1,000,000
2. Annual Aggregate \$1,000,000

B. Property Damage

1. Each Occurrence \$1,000,000
2. Annual Aggregate \$1,000,000

6.5 CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

6.6 Any insurance required of 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.

#### ARTICLE 7

#### NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

#### ARTICLE 8

#### INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments,



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

**ARTICLE 9  
SIGNATORY AUTHORITY**

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

**ARTICLE 10  
MERGER; AMENDMENT**

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

**ARTICLE 11  
DEFAULT OF CONTRACT & REMEDIES**

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

**ARTICLE 12  
BANKRUPTCY**

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

**ARTICLE 13**



## **DISPUTE RESOLUTION**

13.1 In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected by the CITY from the National Panel of The American Arbitration Association.

### 13.2 Operations During Dispute.

13.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to provide the Services in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject Services provided by CONTRACTOR fail to meet reasonable standards of the trade or any guarantee, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

## **ARTICLE 14 PUBLIC RECORDS**

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

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

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

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

14.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY,





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

- 14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 11**.

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

**CITY CLERK  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 15  
MISCELLANEOUS**

- 15.1 **Ownership of Documents.** All reports, surveys, studies, documents, completed or incomplete, including but not limited to detailed plans, drawings, surveys, maps, models, photographs, specifications and any other data provided in connection with this Agreement, are and shall remain, the property of CITY without restriction, reservation or limitation of their use, whether or not the project for which they are made is completed and shall be delivered by CONSULTANT to CITY within ten (10) calendar days following receipt of written notice requesting delivery of same.
- 15.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of seven (7) years after the





CONTRACTOR: [VENDOR NAME].  
[VENDOR ADDRESS]  
[VENDOR CITY, STATE, & ZIP CODE]  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
[CONTACT NAME & TITLE]  
[CONTACT EMAIL]

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

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

**CITY:**



CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY



**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)



### Mandatory Pre-Bid/Site Visit Confirmation Form

**The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.**

\_\_\_\_\_, who is a representative of  
(Printed name of Contractor’s representative)

\_\_\_\_\_ PERSONALLY came and appeared  
(Contractor’s Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ as required by:

**Solicitation #:** \_\_\_\_\_

**Solicitation Title:** \_\_\_\_\_

\_\_\_\_\_  
(Contractor Representative’s Printed Name)

\_\_\_\_\_  
(City Representative’s Printed Name)

\_\_\_\_\_  
(Contractor Representative’s Signature)

\_\_\_\_\_  
(City Representative’s Signature)

\_\_\_\_\_  
(Contractor’s Company)

\_\_\_\_\_  
(City Representative’s Department)

\_\_\_\_\_  
(Contractor’s Phone Number)

\_\_\_\_\_  
(City Representative’s Phone Number)

\_\_\_\_\_  
(Date)


\_\_\_\_\_  
(Date)

The City requires all questions on the “ the BidSync website. Such request must be received by the “Question Due Date,” questions received after the “Question Due Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

[Vendor view of bid](#)

[Chat](#) | [Description](#) | [Attachments](#)

Bid #PL-18-04 - General Contractors For Home Repair Projects (Expansion)     

|                            |  |                              |  |
|----------------------------|--|------------------------------|--|
| <b>Time Left</b>           | <b>closed</b>  | <b># of offers</b>           | <b>4</b>   |
| <b>Bid Started</b>         | <b>Jul 3, 2018 5:21:24 PM EDT</b>  | <b>Notifications</b>         | <a href="#">Report</a> ( <a href="#">Bidder Activity</a> )   |
| <b>Bid Ended</b>           | <b>This bid closed on Jul 31, 2018 2:00:00 PM EDT</b>                    | <b># of suppliers viewed</b> | <b>98</b>  ( <a href="#">View</a> ) |
| <b>Agency Information</b>  | <b>City of Pembroke Pines, FL</b> ( <a href="#">view agency's bids</a> ) | <b>Q &amp; A</b>             | <a href="#">Questions &amp; Answers</a><br>Questions: 1  |
| <b>Bid Classifications</b> | <a href="#">Classification Codes</a>                                     |                              |  |
| <b>Bid Regions</b>         | <a href="#">Regions</a>  |                              |  |
| <b>Bid Contact</b>         | <a href="#">see contact information</a>                                  |                              |  |

**Pre-Bid Conference(s)** Jul 9, 2018 10:00:00 AM EDT  
**Attendance is mandatory**  
 Location: There will be a Mandatory scheduled pre-bid meeting on Monday, July 9, 2018 at 10:00 a.m. Meeting location will be at the City of Pembroke Pines Public Services Building, 8300 South Palm Drive, Pembroke Pines, FL. 33025.

The work to be performed under this contract is subject to the General and Construction Federal Provisions contained in Attachment A. These items are to be discussed at the pre-bid meeting. Attendance is mandatory for all parties submitting a response to this solicitation.

All vendors will be required to complete Attachment J "Mandatory Pre-Bid Meeting Form" at the meeting and submit it as part of their proposal to show proof of attendance to the mandatory meeting.

[Transcript](#) [Attendance](#)

**Delivery Location** One or more of the following locations

**City of Pembroke Pines**  
[No Location Specified](#)

**Qty** 1  
**Expected Expenditure** n/a

**View Rules** Click here to [change](#) the rules for this bid.

**Bid Packet**  [Packet for Bid PL-18-04](#) ([download](#))

**Best and Final Offer:** [Create](#)

**Approval**

**View Approval Flow** [View Approval Flow](#)

**Approval Status** Approved

**Description**

|                            |   |
|----------------------------|---|
| <b>Bid Number</b>          | PL-18-04  |
| <b>Title</b>               | Please submit the required documents as per section 1.9 |
| <b>Contract Duration</b>   | 7 months  |
| <b>Contract Renewal</b>    | See Specifications                                      |
| <b>Budgeted Amount</b>     | \$0.00 ( <a href="#">change</a> )                       |
| <b>Standard Disclaimer</b> | Bids/proposals must be submitted electronically         |

Please note vendors should be registered on BidSync 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.

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

#### Bid Comments

The City of Pembroke Pines is seeking to acquire proposals from qualified firms with significant, verifiable experience in completing various types of home repair projects to residential homes. The types of services to be rendered include the following:

Correcting municipal code violations  
Abating any health and safety problems in the resident's home  
Providing safe electrical and mechanical systems  
Stopping weather penetration to make the resident's home more energy efficient  
Improving the general condition of the resident's structure

As each home repair project is determined, the approved pool of contractors will be invited to submit a bid for that particular home repair.

Interested general contractor firms shall submit qualification statements, performance data and other information relative to the proposed Scope of Services. Responses will be evaluated by a Selection/Evaluation Committee. Firms that do not provide the information requested, or which fail to meet the minimum qualification criteria, shall be disqualified from further consideration.

#### Description

**The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal.** The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

#### **Title Page:**

List the following:

RFQ Subject: **PL-18-04 "General Contractors for Home Repair Projects (Expansion)"**

Date  
Name of the Firm  
Contact Person (including title) authorized to represent your firm  
Telephone Number  
Email Address

#### **Tab 1 - Table of Contents:**

#### **Tab 2 - Letter of Interest:**

#### **Tab 3 - Experience and Ability (35 points):**

#### **Tab 4 - Previous Experience (35 points):**

#### **Tab 5 - Firm's Understanding and Approach to the Work (30 points):**

#### **Tab 6 - Other Completed Documents & Forms:**













Attachment B: Vendor Information Form and a W-9  
Attachment C: Non-Collusive Affidavit  
Attachment D: Sworn Statement on Public Entity Crimes Form  
Attachment F: Conflict of Interest Form  
Attachment G: Proposer's Completed Qualification Statement  
Attachment J: Mandatory Pre-Bid Meeting Form



#### **Tab 7 - Business Structure, Licenses and Professional Registration Certificates:**



**Tab 8 - Additional Information:**

Documents Select All | Select None | Download Selected

|   |  |
|---|--|
| <input type="checkbox"/> 1.  <a href="#">RFQ PL-18-04 General Contractors for Home Repair Projects.pdf</a> <a href="#">[download]</a>        | <input type="checkbox"/> 2.  <a href="#">Attachment A - Supplemental Federal Provisions.pdf</a> <a href="#">[download]</a>              |
| <input type="checkbox"/> 3.  <a href="#">Attachment B - Vendor Information Form and a W-9.pdf</a> <a href="#">[download]</a>                 | <input type="checkbox"/> 4.  <a href="#">Attachment C - Non-Collusive Affidavit1</a> <a href="#">[download]</a>                         |
| <input type="checkbox"/> 5.  <a href="#">Attachment D - Sworn Statement on Public Entity Crimes1</a> <a href="#">[download]</a>              | <input type="checkbox"/> 6.  <a href="#">Attachment E - References Form.pdf</a> <a href="#">[download]</a>                              |
| <input type="checkbox"/> 7.  <a href="#">Attachment F - Conflict of Interest Form.pdf</a> <a href="#">[download]</a>                         | <input type="checkbox"/> 8.  <a href="#">Attachment G - Proposers Qualifications Statement.docx</a> <a href="#">[download]</a>          |
| <input type="checkbox"/> 9.  <a href="#">Attachment H - Sample Insurance Certificate.pdf</a> <a href="#">[download]</a>                      | <input type="checkbox"/> 10.  <a href="#">Attachment I - Specimen Contract PL-18-04.pdf</a> <a href="#">[download]</a>                  |
| <input type="checkbox"/> 11.  <a href="#">Attachment J - Mandatory Pre-Bid - Site Visit Confirmation Form.pdf</a> <a href="#">[download]</a> | <input type="checkbox"/> 12.  <a href="#">PL-18-04 - Mandatory Pre-Bid Attendance Sheet - 07.09.2018.pdf</a> <a href="#">[download]</a> |

 = Included in Bid Packet     = Excluded from Bid Packet

Change Made On Jul 9, 2018 1:31:45 PM EDT

**New Documents**    PL-18-04 - Mandatory Pre-Bid Attendance Sheet - 07.09.2018.pdf

Contractor Advertisements View All Ads

There are no advertisements on this solicitation.

**Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)**

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## Question and Answers for Bid #PL-18-04 - General Contractors for Home Repair Projects (Expansion)

[Create New Question](#)

Question Deadline: Jul 16, 2018 8:30:00 PM EDT

### Overall Bid Questions

#### Question 1

What is the Project's Estimate Cost or budget? (Submitted: Jul 6, 2018 10:32:35 AM EDT)

#### Answer

[edit](#) 

- Each project is budgeted not to exceed \$90,000. The overall budget for the upcoming year is still being established. (Answered: Jul 9, 2018 9:44:56 AM EDT)

Add to Answer:

[Submit](#)

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

PRE-BID ATTENDANCE SHEET

Date: Monday, July 9, 2018 at 10:00 a.m.

Proposal/Bid #: RFQ #PL-18-04 "General Contractors for Home Repair Projects (Expansion)"

| Company Name                | Address   | Representative Name | E-Mail                           | Phone Number   | Signature |
|-----------------------------|---|---------------------|----------------------------------|----------------|-----------|
| EPS Building Construction   | 12640 NW 5. River Dr.<br>Hedley, FL                           | Danieltt Combs      | epscontractors@gmail.com         | (786) 419 5010 |           |
| LOUMINEL GENERAL CONTRACTOR | 9671 Dunhill DR<br>Miramar, FL 33025                          | NANCY CHARLES       | ncharles@lgcontractor.com        | 786-520-3378   |           |
| Cunano Builders Corp.       | 76259 SW 81 ST<br>Miami, FL 33193                             | Julio Rangel        | CunanoBuilders@gmail.com         | (786) 399-2052 |           |
| Cosugas LLC.                | 719 Shotgun Rd<br>Sunrise FL 33326                            | Mario Louera        | mlovera.Cosugasllc.com           | 954 916-7500   |           |
| RicMon Group                | 18800 Wentworth Dr<br>Miami FL 33015                          | Connie Montijo      | connie@ricmongroup.com           | 537-4717       |           |
| GOLD TREE DEVELOPMENT GROUP | 6851 NW 17th AVE<br>MIAMI FL 33147                            | JOHN TRAMER         | GOLDTREE DEV@GMAIL.COM           | 786-566-8438   |           |
| Oslo Construction Group     | 11791 Royal Palm<br>Coral Springs 33065                       | Danielle Osorno     | Danielle.Osorno@pmo.com          | 561-8460207    |           |
| GENTILE CORP.               | 3160 TURTLE COVE<br>WPB FL. 33411                             | OSCAR FROZINI       | Gentile llc@comcast.net          | 954 520 0548   |           |
| Hoggins Constr              | PO BOX 971018<br>COCONUT CREEK, FL                            | Ronnie Hoggins      | hoggins34@yahoo.com              | 954 687-4648   |           |
| RELIANT CONSTRUCTION        | 20418 NW 9 AV<br>MIAMI GARDENS, FL                            | HIMMER QUETTAN      | HQUETTAN@YAHOO.COM               | 305-975-5596   |           |
| Assured Contracting LLC.    | 3553 NW 10 AVE<br>oakland Park, FL. 33309                     | Alex Gonzalez       | Lgalascio@gmail.com              | 954 652 1098   |           |
| Proficient Construction     | 3484 NW 43rd PL<br>Laud. Lakes, FL                            | Marlon Jackson      | procci@bellsouth.net             | 954-658 4876   |           |
| BE GROUP, LLC               | 2831 W CYPRESS CREEK RD, SUITE 500<br>FT LAUDERDALE, FL 33309 | ALICIA C. BEDOYA    | cristina@begroupconstruction.com | 305-528 1303   |           |