



City of Pembroke Pines

**THIRD AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
TROPICAL TOUCH GARDENS CENTER, INC.**

THIS AMENDMENT (“Third Amendment”), dated _____, is entered into by and between:

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

and

TROPICAL TOUCH GARDENS CENTER, INC., a for profit corporation, as listed with the Florida Division of Corporations, with a business address of **6951 SW 185th Way, Southwest Ranches, Florida 33332**, hereinafter referred to as "CONTRACTOR." "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, on **October 5, 2023**, the Parties entered into an Agreement (“Original Agreement”) for the provision of trees, plants, and other landscaping materials, on as needed basis for various landscaping projects that arise throughout the CITY, for an initial **one (1) year** period, which expired on **October 4, 2024**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **five (5) additional one (1) year** periods, pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **September 30, 2024**, the Parties executed the First Amendment to the Original Agreement, to renew the term thereof for a **one (1) year** period, which expired on **October 4, 2025**; and,

WHEREAS, on **June 17, 2025**, the Parties executed the Second Amendment to the Original Agreement, as amendment, to renew the term thereof for an additional **one (1) year** period, which expires on **October 4, 2026**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, commencing on **October 5, 2026**, and naturally expiring on **October 4, 2027**, and to supplement the terms contained therein as set forth in this Third Amendment.



City of Pembroke Pines

WITNESSETH

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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for an additional **one (1) year** period, commencing on **October 5, 2026**, and naturally expiring on **October 4, 2027**.

SECTION 3. Scrutinized Companies.

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

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

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

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

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

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



4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

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

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months



City of Pembroke Pines

following the date of being placed on the convicted vendor list. By executing this Third Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Third Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Third Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Third Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Third Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2),



City of Pembroke Pines

- Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, and the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Third Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Third Amendment.

SECTION 14. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

GABRIEL FERNANDEZ, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

TROPICAL TOUCH GARDENS CENTER, INC.

Signed By: *Daniel Adler*
DFDD0419F5A48A...

Date: May 13, 2026

Printed Name: Daniel Adler

Title: Management



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06(14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

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

FURTHER AFFIANT SAYETH NAUGHT.

DATE: May 13, 2026

ENTITY: Tropical Touch Gardens Center, Inc.

SIGNED BY: Signed by:
Daniel Adler
DFFDD0419F5A48A... _____

NAME: Daniel Adler

TITLE: management



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
TROPICAL TOUCH GARDENS CENTER, INC.**

THIS AMENDMENT (“Second Amendment”), dated June 17, 2025, is entered into by and between:

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

and

TROPICAL TOUCH GARDENS CENTER, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **6951 SW 185th Way, Southwest Ranches, Florida 33332**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 5, 2023**, the Parties entered into an Agreement (“Original Agreement”) for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the CITY, for an initial **one (1) year** period, which expired on **October 4, 2024**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **five (5) additional one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **September 30, 2024**, the Parties executed the First Amendment to the Original Agreement, to renew the term thereof for a **one (1) year** period, which will expire on **October 4, 2025**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement, as amended, for a **one (1) year** period, commencing on **October 5, 2025**, and naturally expiring on **October 4, 2026**, and to supplement the terms contained therein as set forth in this Second Amendment.

W I T N E S S E T H

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

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



City of Pembroke Pines

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period, commencing on **October 5, 2025**, and naturally expiring on **October 4, 2026**.

SECTION 3. Scrutinized Companies.

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

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

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

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

3.1.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

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

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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



City of Pembroke Pines

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

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

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

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

SECTION 5. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 6. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services



City of Pembroke Pines

to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Second Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 7. Human Trafficking. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Second Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 8. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Second Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Second Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 9. Compliance with Foreign Entity Laws. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,



City of Pembroke Pines

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

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 12. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 13. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 14. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**




City of Pembroke Pines

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

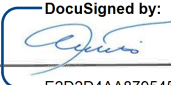
CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Jacob Hernandez
OFFICE OF THE CITY ATTORNEY

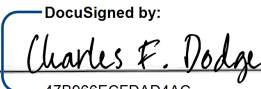
BY: 

E2D2D4AA8795454...
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:


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BY: 

47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

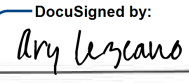
DEBRA E. ROGERS, CITY CLERK
June 17, 2025

Signed by:



CONTRACTOR:

TROPICAL TOUCH GARDENS CENTER, INC.

Signed By: 

493BA3563DF6454...

Date: May 1, 2025

Printed Name: Ary Lezcano

Title: Manager



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

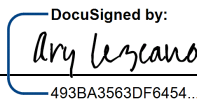
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

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

FURTHER AFFIANT SAYETH NAUGHT.

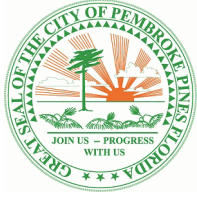
DATE: May 1, 2025

ENTITY: Tropical Touch Gardens Center, Inc.

SIGNED BY: 

NAME: Ary Lezcano

TITLE: Manager



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 12.

File ID: 25-1668

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/27/2025

Short Title: Contracts Database Report - June 4th, 2025

Final Action: 06/04/2025

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Blue Marlin Investments, Inc. d/b/a Cayco - IFB # PSPW-23-11 Citywide
Trees, Plants, and Other Landscaping Materials - Renewal

(B) Children's Services Council of Broward County - Maximizing
Out-of-School Time (MOST) - Renewal

(C) Fifth Asset, Inc. d/b/a DebtBook - Accounting Statements for City and
Charter Schools - Renewal

(D) Maccabi Landscape Corporation. - PSPW-23-11 Citywide Trees, Plants,
and Other Landscaping Materials - Renewal

(E) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department
Uniforms - Renewal

(F) Tropical Touch Gardens Center, Inc. -- PSPW-23-11 Citywide Trees,
Plants, and Other Landscaping Materials - Renewal

***Agenda Date:** 06/04/2025

Agenda Number: 12.

Internal Notes:

Attachments: 1. Contracts Database Report - June 4th, 2025, 2. A. Blue Marlin dba Cayco-PSPW-23-11 Trees, Plants and Other (AB), 3. B. CSC of Broward County MOST 22-4323 FY 22-24 Contract (All Backup), 4. C. Fifth Asset, Inc. dba Debtbook - Accounting Statement (AB), 5. D. Maccabi Landscape Corp. - PSPW-23-11 Trees, Plants and Other Landscape (AB), 6. E. NAFECO - FD Uniforms (AB), 7. F. Tropical Touch Gardens - PSPW-23-11 Trees, Plants and Other Landscaping (AB)

Related Files:

Agenda Request Form Continued (25-1668)

1	City Commission	06/04/2025	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Blue Marlin Investments, Inc. d/b/a Cayco - IFB # PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On September 28, 2023, the City entered into an Agreement with Blue Marlin Investments, Inc. d/b/a Cayco, for the provision of trees, plants, and other landscaping materials, on as needed basis, for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expired on September 27, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional, one (1) year terms, upon mutual consent, evidenced by a written Amendment.
3. On August 27, 2024, the parties executed the First Amendment to the Original Agreement to renew the term thereof for a one (1) year period, which expires on September 27, 2025.
4. The Public Services Department recommends that the City Commission approve this Second Amendment, to renew the term for an additional one (1) year period, which shall commence on September 28, 2025, and naturally expire on September 27, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$500,000 (Annual amount not-to-exceed for the entire pool of contractors)
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable

Agenda Request Form Continued (25-1668)

d) 1-year projection of the operational cost of the project:

	FY 2025-2026
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Children’s Services Council of Broward County - Maximizing Out-of-School Time (MOST) - Renewal

1. Following approval by the City Commission on April 4th, 2023, the City entered into an Agreement with the Children’s Services Council (CSC) of Broward County for an initial four (4) month period, commencing on May 1st, 2023, and expiring August 31st, 2023.
2. The Children’s Services Council of Broward County offers the Maximizing Out-of-School Time (MOST) Special Needs Summer Programming Grant to provide a structured program for children to improve and maintain skills through positive experiences encountered during the regular school day, as well as for them to improve language and reading skill development, physical functioning, social and adaptive behavioral functioning, and daily living skills. The target population is children, adolescents, and young adults aged six through twenty-two with special needs who have a physical, developmental, sensory, or learning disability.
3. Section 1 of the Agreement authorizes the renewal thereof for three (3), additional, three (3) month summer sessions, at the sole option of the CSC.
4. On February 5th, 2024, at the CSC’s Council Meeting, the Council approved the City of Pembroke Pines as a MOST Special Needs provider and renewal of the Agreement for the four (4) months from May 1st, 2024, to August 31st, 2024.
5. On April 17, 2024, the City Commission approved the first renewal of the Agreement for the four (4) month summer session which commenced on May 1st, 2024, and ended on August 31st, 2024.

Agenda Request Form Continued (25-1668)

6. On February 18th, 2025, at the CSC's Council Meeting, the Council approved the City of Pembroke Pines as a MOST Special Needs provider and renewal of the Agreement for the four (4) months from May 1st, 2025, to August 31st, 2025.

7. The Recreation and Cultural Arts Department recommends that the City Commission approve this Renewal Agreement for the 2025 summer session commencing on May 1st, 2025, and expiring August 31st, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: The revenue from this grant is \$161,797.00. All expenses are covered by the grant revenues. The match requirement is non-monetary in-kind services to be provided through staffing, space, and utilities.

b) Amount budgeted for this item in Account No: None. If approved a budget will be generated increasing revenues and expenditures to accommodate the grant and the program.

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Summer staff will be required to operate the camp. All positions are funded through the MOST Grant.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(C) Fifth Asset, Inc. d/b/a DebtBook - Accounting Statements for City and Charter Schools - Renewal

1. On September 21, 2022, the City entered into an Agreement with Fifth Asset, Inc. d/b/a DebtBook, to provide the Finance Department with Accounting Statements for the City and Charter Schools for an initial one (1) year period, which expired on August 31, 2023, and at a cost of \$8,775.00.

2. The Original Agreement allows the renewal of the Agreement, upon mutual consent of the Parties, evidenced by written Amendments extending the term thereof.

3. On August 21, 2023, the City entered into a Renewal Order form, which renewed the term for an additional one (1) year period, which expired on August 31, 2024, at a cost of \$15,000.00.

4. On June 6, 2024, the City entered into an Order Form Amendment, which renewed the term

Agenda Request Form Continued (25-1668)

for an additional one (1) year period, which expires on August 31, 2025, at a cost of \$16,500.00.

5. The City’s Finance Department recommends that the City Commission approve this Renewal Amendment and Order Form to renew the term for an additional three (3) year period, which shall commence on September 1, 2025, and expire on August 31, 2028, at a cost of \$51,600 for the three (3) year period, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** Total renewal costs will be \$51,600 for the 3-year period, FY2026 to FY2028
- b) Amount budgeted for this item in Account No:**
001-513-2001-552652-0000-000-0000-
- c) Source of funding for difference, if not fully budgeted:** N/A
- d) 3-year projection of the operational cost of the project:**

	FY2025-2026	FY2026-2027	FY2027-2028
Revenues	\$0.00	\$0.00	\$0.00
Expenditures	\$17,000.00	\$17,200.00	\$17,400.00
Net Cost	\$17,000.00	\$17,200.00	\$17,400.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(D) Maccabi Landscape Corporation. - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On September 28, 2023, the City entered into an Agreement with Maccabi Landscape Corporation, for the provision of trees, plants, and other landscaping materials, on as needed basis, for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expired on September 27, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year terms, upon mutual consent, evidenced by a written Amendment.

Agenda Request Form Continued (25-1668)

3. On August 27, 2024, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a one (1) year period, which expires on September 27, 2025.

4. The Public Services Department recommends that the City Commission approve this Second Amendment, to renew the term for an additional one (1) year period, which shall commence on September 28, 2025, and naturally expire on September 27, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$500,000 (Annual amount not-to-exceed for the entire pool of contractors)

b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **1-year projection of the operational cost of the project:**

	FY 2025-2026
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(E) North America Fire Equipment Co., Inc. d/b/a NAFECO - Fire Department Uniforms - Renewal

1. On April 18, 2024, the City entered into an Agreement with North America Fire Equipment Co., Inc. d/b/a NAFECO for the provision of uniforms for the City’s Fire Department, for an initial period which expires on July 31, 2025.

2. Section 5.1 of the Original Agreement allows the renewal of the Agreement for an additional two (2) year period, upon mutual consent of the Parties, evidenced by written Amendments extending the term thereof.

Agenda Request Form Continued (25-1668)

3. The Agreement between North America Fire Equipment Co., Inc. d/b/a NAFECO and Lake County, FL has been renewed for its final renewal term which will expire on July 31, 2027.
4. The City's Fire Department recommends that the City Commission approve this First Amendment, to renew the term for an additional two (2) year period, which shall commence on August 1, 2025, and expire on July 31, 2027, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$190,000 (\$95,000 annually)
- b) **Amount budgeted for this item in Account No:** Funds are available in the following account # 001-529-4003-552600-0000-000-0000 - Clothing / Uniforms.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **2-year projection of the operational cost of the project** The current agreement expires on July 31, 2025, and allows for a remaining option to renew for two additional 2 year periods.

	FY 25-26	FY 26-27
Revenues	\$0.00	\$0.00
Expenditures	\$95,000.00	\$95,000.00
Net Cost	\$95,000.00	\$95,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(F) Tropical Touch Gardens Center, Inc. -- PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On October 5, 2023, the City entered into an Agreement with Tropical Touch Gardens Center, Inc., for the provision of trees, plants, and other landscaping materials, on as needed basis, for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expired on October 4, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year terms, upon mutual consent, evidenced by a written Amendment.
3. On September 30, 2024, the Parties executed the First Amendment to the Original

Agenda Request Form Continued (25-1668)

Agreement to renew the term thereof for a one (1) year period, which expires on October 4, 2025.

4. The Public Services Department recommends that the City Commission approve this Second Amendment, to renew the term for an additional one (1) year period, which shall commence on October 5, 2025, and naturally expire on October 4, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$500,000 (Annual amount not-to-exceed for the entire pool of contractors)
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY 2025-2026
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
TROPICAL TOUCH GARDENS CENTER, INC.**

THIS AMENDMENT (“First Amendment”), dated September 30, 2024, is entered into by and between:

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

and

TROPICAL TOUCH GARDENS CENTER, INC., a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **6951 SW 185th Way, Southwest Ranches, FL 33332**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 5, 2023**, the Parties entered into an Agreement (“Original Agreement”) for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial **one (1) year** period, which expires on **October 4, 2024**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **five (5) additional one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for an additional **one (1) year** period, which shall commence on **October 5, 2024**, and naturally expire on **October 4, 2025**, as set forth in this First Amendment.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **October 5, 2024**, and naturally expire on **October 4, 2025**.



SECTION 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 **Definitions for this Section.**

4.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

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

4.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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



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

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

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

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 9. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

[Signature]

Print Name: SAMUEL J. GOLEY
OFFICE OF THE CITY ATTORNEY

6/27/24

ATTEST:

DocuSigned by:
Debra Rogers

F8EA9A23A58B417...
DEBRA ROGERS, CITY CLERK

September 30, 2024

BY: *[Signature]*
E2D2D4AA8795454... September 25, 2024
MAYOR ANGELO CASTILLO

BY: *Charles F. Dodge*
47B966ECFDAD4AC... September 25, 2024
CHARLES F. DODGE, CITY MANAGER

Signed by:



CONTRACTOR:

TROPICAL TOUCH GARDENS CENTER, INC.

DocuSigned by:
Signed By: *Ary Lezcano*

493BA3563DF6454...
Printed Name: Ary Lezcano

Title: Manager



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 10.

File ID: 24-0761

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/07/2024

Short Title: Contracts Database Report - August 21, 2024

Final Action: 08/21/2024

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Blue Marlin Investments, Inc. d/b/a Cayco Landscaping - IFB # PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

(B) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(C) Maccabi Landscape Corporation - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

(D) Tropical Touch Gardens Center, Inc. - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

***Agenda Date:** 08/21/2024

Agenda Number: 10.

Internal Notes:

Attachments: 1. Contract Database Report - August 21, 2024, 2. A. Blue Marlin dba Cayco-PSPW-23-11 Trees, Plants and Other (AB), 3. B. In Rem Solutions, Inc-Grant Writing Services Agreement (All Backup), 4. C. Maccabi Landscape Corp. - PSPW-23-11 Trees, Plants and Other Landscape (AB), 5. D. Tropical Touch Gardens - PSPW-23-11 Trees, Plants and Other Landscaping (AB)

Related Files:

1 City Commission 08/21/2024 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez,
Commissioner Schwartz, and Commissioner Hernandez
Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE

Agenda Request Form Continued (24-0761)

FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Blue Marlin Investments, Inc. d/b/a Cayco Landscaping - IFB # PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

(B) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

(C) Maccabi Landscape Corporation - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

(D) Tropical Touch Gardens Center, Inc. - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Blue Marlin Investments, Inc. d/b/a Cayco Landscaping - IFB # PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On September 28, 2023, the City entered into an Agreement with Blue Marlin Investments, Inc. d/b/a Cayco Landscaping as part of a pool of vendors for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expires on September 27, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. The Public Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on September 28, 2024, and naturally expire on September 27, 2025, as allowed by the agreement.

Agenda Request Form Continued (24-0761)

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and the R&M Land & Building accounts within other department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) In Rem Solutions, Inc. - Professional Grant Writing Services - Renewal

1. On April 17, 2018, the City entered into a Professional Consulting Services Agreement with In Rem Solutions, Inc. for the provision of professional grant writing services for an initial one (1) year period, which expired on September 30, 2018.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On June 21, 2018, the City entered into the First Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2019.
4. On September 6, 2018, the City entered into the Second Amendment to revise the annual compensation amount adding an annual amount not to exceed \$115,000.00.
5. On October 2, 2019, the City entered into the Third Amendment to renew the term for an additional one (1) year period, which expired on September 30, 2020.

Agenda Request Form Continued (24-0761)

6. On August 5, 2020, the City entered into the Fourth Amendment to decrease the hourly rate from \$150.00 to \$140.00 and the annual compensation amount from \$115,000.00 to \$107,324.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2021.

7. On August 4, 2021, the City entered into the Fifth Amendment to increase the hourly rate to \$150.00 and to decrease the annual compensation amount to \$75,000.00, and to renew the term for an additional one (1) year period, which expired on September 30, 2022.

8. On June 15, 2022, and on August 16, 2023, the City entered into the Sixth and Seventh Amendments, respectively, each to renew the term for an additional one (1) year period, thus extending the term of the Agreement to September 30, 2024.

9. The Administration Department recommends that the City Commission approve this Eight Amendment to renew the term for an additional one (1) year period commencing on October 1, 2024, and naturally expiring on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Estimated annual amount \$75,000. (\$150.00 per hour, on an as-needed basis. Annual cost is based on approved projects.)

b) Amount budgeted for this item in Account No: 001-519-0800-531500-0000-000-0000 (Professional Services Other)

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	FY2025
Revenues	\$0.00
Expenditures	\$75,000.00
Net Cost	\$75,000.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Yes. Grant writing requires knowledge and expertise. Based on the estimated annual cost, the City benefits by outsourcing this service as In-Rem has a team of specialists researching, reviewing, coordinating and applying for multiple grants. See attached analysis.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated savings of \$142,662.

(C) Maccabi Landscape Corporation - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On September 28, 2023, the City entered into an Agreement with Maccabi Landscape Corporation as part of a pool of vendors for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expires on September 27, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. The Public Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on September 28, 2024, and naturally expire on September 27, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

Agenda Request Form Continued (24-0761)

(D) Tropical Touch Gardens Center, Inc. - PSPW-23-11 Citywide Trees, Plants, and Other Landscaping Materials - Renewal

1. On October 5, 2023, the City entered into an Agreement with Tropical Touch Gardens Center, Inc. as part of a pool of vendors for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial one (1) year period, which expires on October 4, 2024.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. The Public Services Department recommends that the City Commission approve this First Amendment to renew the term for an additional one (1) year period, which shall commence on October 5, 2024, and naturally expire on October 4, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account 001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY2025
Revenues	\$0.00
Expenditures	\$500,000.00
Net Cost	\$500,000.00

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

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable



City of Pembroke Pines

**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES
AND TROPICAL TOUCH GARDENS CENTER, INC.**

THIS AGREEMENT (“Agreement”), is dated October 5, 2023, is entered into by and between:

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

and

TROPICAL TOUCH GARDENS CENTER, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **6951 SW 185th Way, Southwest Ranches, FL 33332** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

1.1 On **June 22, 2023**, the CITY advertised its notice to bidders of the CITY's desire to award a pool of qualified firms for the provision of **trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the CITY**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Invitation for Bids (IFB) # PSPW-23-11
“Citywide Trees, Plants, and Other Landscaping Materials”

1.2 On **July 18, 2023**, the bids were opened at the offices of the City Clerk.



1.3 On September 20, 2023, the CITY Commission approved a pool of responsive responsible firms deemed qualified for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the CITY and authorized the negotiation of various agreements for the services herein required.

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

1.5 CONTRACTOR is one (1) of the qualified firms willing and able to provide trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the CITY, pursuant to the basic terms and conditions set forth in this Agreement.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR agrees to provide **trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the CITY**, on an as needed basis, for specified landscaping projects as may be identified by CITY from time to time and at CITY's sole discretion ("Services"). The CONTRACTOR shall provide the Services as identified herein and more specifically described in **IFB # PSPW-23-11**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, incorporated herein and made a part hereof as **Exhibit "B"**.

2.2 The Parties acknowledge that this Agreement is a term contract, and that CITY shall purchase and CONTRACTOR shall provide the landscaping materials and 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 purchase the quantity of landscaping materials and Services identified in **Exhibit "A"** or **Exhibit "B"**.

2.3 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of landscaping materials and Services. CONTRACTOR shall then provide the specified amount of landscaping materials and Services in accordance with the purchase order, and submit to the CITY an invoice for those landscaping materials and Services.

2.4 CITY agrees it shall submit to CONTRACTOR a purchase order for the landscaping materials and Services on an as needed basis. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such landscaping materials and Services upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.



2.5 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the landscaping materials and Services listed in **Exhibit "A"** and **Exhibit "B"** to the CITY on an as-needed basis.

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

2.7 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CONTRACTOR shall perform Services in accordance with the schedule provided by CITY, unless the Parties agree in writing to modify or change the schedule. CONTRACTOR's failure to maintain the implementation schedule may warrant a full review by the CITY.

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

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

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

2.11 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

ARTICLE 3 **TERM AND TERMINATION**



3.1 CONTRACTOR shall provide the Services as required herein and in accordance with **Exhibit "A"**, for an initial **one (1) year** period which shall commence on the effective date of this Agreement and naturally expire **one (1) year** thereafter.

3.2 This Agreement may be renewed at the expiration of the initial term, for **five (5)** additional **one (1) year** terms upon the mutual consent of the Parties, evidenced by written amendments to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this Agreement expires and the CITY has already initiated landscaping project pursuant to this Agreement, the CONTRACTOR agrees to continue providing services, at the rate provided, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **seven (7) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

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

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

3.5.2 CONTRACTOR becomes insolvent;

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

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

3.5.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;



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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation paid to CONTRACTOR for the provision of landscaping materials and Services herein required shall be based on the unit pricing submitted by CONTRACTOR as more specifically described in **Exhibit "B"**. CONTRACTOR shall be paid monthly upon issuance of final inspection for work that has been performed, completed, inspected, and properly invoiced.

4.2 The total annual amount of compensation for all landscaping materials and Services performed shall not exceed **FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$500,000.00)**. The CONTRACTOR expressly recognizes that CONTRACTOR's acceptance of this Agreement does not guarantee any work or minimum fee to be paid to CONTRACTOR and that landscaping materials and Services will be assigned on an as needed basis, within the pool of qualified vendors.

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

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

4.5 **Method of Billing and Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Invoices submitted by CONTRACTOR shall include the date of service, service performed, hours spent, location of services, description of the landscaping project, and any other information reasonable required by the CITY. The CITY shall within thirty (30) days, from the date the City's Public Services Director approves the Application for Payment, pay the CONTRACTOR the amount



City of Pembroke Pines

approved by the CITY's Public Services Director or his or her assignees. Payment will be made to CONTRACTOR at:

Tropical Touch Gardens Center, Inc.
6951 SW 185th Way
Southwest Ranches, FL 33332

ARTICLE 5
INDEMNIFICATION

5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its elected and appointed officials, agents, and employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, sustained by CITY, its elected and appointed officials, agents, or employees, to the extent such claims are arising out of, or by reason of, or resulting from the negligence, recklessness, or intentional wrongful conduct of CONTRACTOR and the agents, officers, or employees utilized by CONTRACTOR during performance of the services required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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

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

ARTICLE 6
INSURANCE

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

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



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

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

6.4 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.

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

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

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

Yes No

- 6.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage



must be written on an occurrence basis, with limits of liability no less than:

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

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

Yes No

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

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

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

Yes No

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

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

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



Yes No

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

6.8 REQUIRED ENDORSEMENTS

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

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

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

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

ARTICLE 7

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action



to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 8

INDEPENDENT CONTRACTOR

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

ARTICLE 9

AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 10

UNCONTROLLABLE FORCES

Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which,



by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11
GOVERNING LAW AND VENUE

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

ARTICLE 12
SIGNATORY AUTHORITY

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

ARTICLE 13
DEFAULT OF CONTRACT & REMEDIES

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

ARTICLE 14
BANKRUPTCY

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

ARTICLE 15
MERGER; AMENDMENT



City of Pembroke Pines

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

ARTICLE 16 **DISPUTE RESOLUTION**

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

ARTICLE 17 **PUBLIC RECORDS**

17.1 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:

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

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

17.1.3 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

17.1.4 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.



City of Pembroke Pines

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

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

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

**ARTICLE 18
SCRUTINIZED COMPANIES**

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

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

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

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

18.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 19
EQUAL BENEFITS FOR EMPLOYEES**



19.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that:

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

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

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



City of Pembroke Pines

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

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

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

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

ARTICLE 20 EMPLOYMENT ELIGIBILITY

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

20.1.1 Definitions for this Section.

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

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

20.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

20.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees.



Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

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

ARTICLE 21

MISCELLANEOUS

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

21.2 **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.

21.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or



City of Pembroke Pines

incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

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

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

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

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

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

CONTRACTOR: **Daniel Adler – Vice President
Tropical Touch Gardens Center, Inc.**



City of Pembroke Pines

6951 SW 185th Way
Southwest Ranches, FL 33332
E-mail: danieladler@tropicalthoughgarden.com
Telephone No: (954) 445-5142

21.7 **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.

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

21.9 **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.

21.10 **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.

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

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

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

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

21.14 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this



City of Pembroke Pines

Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: [Signature]
MAYOR FRANK C. ORTIS

ATTEST:
DocuSigned by:
Marlene D. Graham October 5, 2023
E858EEE04EEF4E3...
MARLENE D. GRAHAM, CITY CLERK

DocuSigned by:
BY: Charles F. Dodge October 5, 2023
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER



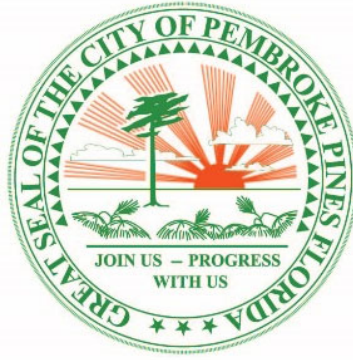
CONTRACTOR:

TROPICAL TOUCH GARDENS CENTER,
INC.

Signed By: [Signature]

Printed Name: Amy Lezcano

Title: Manager



Citywide Trees, Plants & Other Landscaping Materials

Invitation for Bids # PSPW-23-11

General Information		
Project Cost Estimate	Not to exceed \$500,000 a year.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Non-Mandatory Pre-Bid Meeting	2:30 p.m. on June 29, 2023 at the Public Services Building Large Conference Room, 8300 S. Palm Drive, Pembroke Pines, FL 33025	See Section 1.8
Question Due Date	July 6, 2023	See Section 1.8
Proposals will be accepted until	2:00 p.m. on July 18, 2023	See Section 1.8
5% Proposal Security / Bid Bond	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of proposal cost. <input type="checkbox"/> Required in the event that the proposal exceeds \$200,000.	See Section 4.1
100% Payment and Performance Bonds	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of proposal cost. <input type="checkbox"/> Required in the event that the proposal exceeds \$200,000.	See Section 4.2
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



Table of Contents

SECTION 1 - INSTRUCTIONS	5
1.1 NOTICE	5
1.1.1 VIRTUAL BID OPENING.....	5
1.2 PURPOSE	6
1.3 BACKGROUND	7
1.4 GENERAL	7
1.4.1 DESCRIPTION OF WORK	7
1.4.2 DEFINITIONS.....	7
1.4.3 QUALITY ASSURANCE	8
1.4.4 POST AWARD SUBMITTALS.....	8
1.4.5 JOB CONDITIONS	9
1.5 SHIPPING & HANDLING	9
1.5.1 TRANSPORTATION.....	9
1.5.2 UNLOADING AND HANDLING.....	9
1.5.3 HOLDING TREES AT THE PLANTING SITE.....	9
1.6 MATERIALS.....	10
1.6.1 PLANT MATERIALS.....	10
1.6.2 ACCESSORY MATERIALS	10
1.7 EXECUTION.....	11
1.7.1 GENERAL	11
1.7.2 INSTALLATION	11
1.7.3 ACCEPTANCE	12
1.7.4 MAINTENANCE	13
1.8 PROJECT COST ESTIMATE & TIMELINE.....	13
1.9 PROPOSAL REQUIREMENTS	13
1.9.1 Pricing Sheet / Bid Tables.....	13
1.9.2 Questionnaires.....	14
1.9.3 Other Completed Documents.....	15
1.9.4 Optional Documentation.....	15
1.10 VENDOR REGISTRATION DOCUMENTS.....	17
1.10.1 Vendor Information Form.....	17
1.10.2 Form W-9 (Rev. October 2018).....	17



1.10.3	Company Profile Form	17
1.10.4	Sworn Statement on Public Entity Crimes Form.....	17
1.10.5	Equal Benefits Certification Form.....	17
1.10.6	Vendor Drug-Free Workplace Certification Form	18
1.10.7	Scrutinized Company Certification.....	18
1.10.8	E-Verify System Certification Statement	18
1.10.9	Veteran Owned Small Business Preference Certification	18
1.10.10	Local Business Tax Receipts.....	18
1.10.11	Local Vendor Preference Certification	18
1.11	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	18
1.12	TENTATIVE SCHEDULE OF EVENTS	19
1.12.1	NON-MANDATORY PRE-BID MEETING / SITE VISIT	19
1.13	SUBMISSION REQUIREMENTS	19
SECTION 2 - INSURANCE REQUIREMENTS.....		21
SECTION 3 - GENERAL TERMS & CONDITIONS.....		28
3.1	EXAMINATION OF CONTRACT DOCUMENTS.....	28
3.2	CONFLICT OF INSTRUCTIONS.....	28
3.3	ADDENDA or ADDENDUM	28
3.4	INTERPRETATIONS AND QUESTIONS	28
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	28
3.6	WARRANTIES FOR USAGE	29
3.7	BRAND NAMES.....	29
3.8	QUALITY.....	29
3.9	SAMPLES.....	29
3.11	DEVELOPMENT COSTS.....	29
3.12	PRICING.....	29
3.13	DELIVERY POINT	30
3.14	TAX EXEMPT STATUS	30
3.15	CONTRACT TIME	30
3.16	COPYRIGHT OR PATENT RIGHTS	30
3.17	PUBLIC ENTITY CRIMES	30
3.18	CONFLICT OF INTEREST	30
3.19	FACILITIES	30
3.20	ENVIRONMENTAL REGULATIONS.....	31



3.21 SIGNATURE REQUIRED..... 31

3.22 MANUFACTURER’S CERTIFICATION..... 31

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL 31

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS 31

3.25 RESERVATIONS FOR REJECTION AND AWARD..... 32

3.26 BID PROTEST 32

3.27 INDEMNIFICATION..... 32

3.28 DEFAULT PROVISION 33

3.29 ACCEPTANCE OF MATERIAL..... 33

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT 34

3.31 SCRUTINIZED COMPANIES LIST 34

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL
SUBMITTALS 34

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES.... 35

3.34 CONE OF SILENCE 35

3.35 E-VERIFY 36

3.36 JESSICA LUNSFORD ACT 37

ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - **Contractual Services Agreement**

Attachment D: Plant / Tree List

Attachment E: Typical Palm Planting/Staking Detail

Attachment F: Typical Tree Planting/Staking Detail



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:

**IFB # PSPW-23-11
Citywide Trees, Plants & Other Landscaping Materials**

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, July 18, 2023. Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The City may not be opening up the physical location for public access.

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



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

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

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

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

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

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

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

1.2 PURPOSE

The City intends to award a pool of contractors to be used on an as-needed basis for various landscaping projects that arise throughout the City. The City intends to enter into agreements with the contractors to hold prices firm until October 1, 2024, for an initial one-year period from award, with the option for five (5) additional one (1) year renewals. During this period the City anticipates on spending approximately \$500,000 annually for various projects on an as-needed basis. Proposers may bid on all or some of the materials and services which they are able to provide, this may include furnishing some of the materials only or furnishing, installing, and maintaining all plant materials. The City strongly urges proposers to bid on all line items.

Starting on October 1st of 2024, and then on Oct 1st of each year for the entire term of the Agreement, the per line-item pricing shall be automatically adjusted according to the annual



Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or 4%, whichever is less but not less than zero.

1.3 BACKGROUND

Named “one of the best cities to live in America,” Pembroke Pines is a safe and desirable community to over 160,000 residents. The City of Pembroke Pines is located in South Florida and is about 15 miles south of downtown Fort Lauderdale and 20 miles north of downtown Miami. Incorporated in 1960, the City has received numerous awards including “Tree City USA” and “All-America City.”

Though the City of Pembroke Pines is the 11th largest of Florida’s 400+ municipalities, its friendly small-town feel is why so many call it home. Its 28 superior parks and lush landscaping throughout neighborhoods and public places enhance the City’s natural beauty and South Florida charm.

1.4 GENERAL

1.4.1 DESCRIPTION OF WORK

Awarded bidder shall provide and/or install trees, plants and other landscaping materials on an as-needed basis in accordance with landscape plan and specifications for projects as they arise.

As such, two pricing tables will be requested. One table will only be for the furnishing of goods, the other will be for furnishing and installation of the requested goods.

1.4.2 DEFINITIONS

- A. **“Final Acceptance”** shall mean that point in time when all requirements of any project drawings are completed, including any punch-list items, to the satisfaction of the customer. The awarded bidder shall be notified in writing of final acceptance by a customer representative.
- B. **“Maintenance Period”** or **“Warranty Period”** shall begin when plant material is installed and continue for a three- (3) month period after notification of Final Acceptance.
- C. **“Final Maintenance Inspection”** shall occur at the end of the three- (3) month maintenance period.
- D. **“Nursery-grown”** shall mean grown in the nursery from liners or collected and then grown in a nursery not less than 2 years.
- E. **“Healthy, vigorous condition”** shall mean live foliage out to the tips of all branches and stems, and a trunk caliper that is bigger, 3 (three) months after planting, than at planting. Healthy, vigorous palms have new fronds



developing with no necrosis or chlorosis and are green in color.

1.4.3 QUALITY ASSURANCE

- A. When a specific project is awarded that requires the contractor to install the materials, the installation shall be by a single firm specializing in landscape horticulture. Trees and palms shall be provided by the awarded bidder, as specified in the bid form.
- B. Plant names indicated shall comply with “**Standardized Plant Names**” as adopted by the latest edition of the **American Joint Committee of Horticultural Nomenclature**. Names of varieties not listed there shall conform generally with names accepted by the nursery trade. Stock provided shall be true to its botanical name and legibly tagged.
- C. Awarded bidder shall provide photographs of plant material prior to installation.
- D. Plant selection shall comply with sizing and grading standards of the latest edition of **Florida Grades and Standards for Nursery Plants (to order a copy, call 352-375-3505)**. All plant material shall be “**Florida Fancy**” or “**Florida #1**”. (e.g. Trees with double leaders originating in the lower half of the tree shall be rejected.)
- E. Substitutions shall not be accepted and will constitute an unresponsive bid.
- F. A customer representative shall inspect for quality assurance and approve plant material at either nursery or project location, prior to installation.
- G. The City reserves the right to reject any and all plant material.

1.4.4 POST AWARD SUBMITTALS

- A. After the pool of contractors are awarded, the City will contact the contractors that have the appropriate materials and pricing for specific landscaping projects as they arise.
- B. Awarded bidder must submit planting schedule indicating dates for each project phase, prior to beginning work.
- C. Any specific project that exceeds \$200,000 will require payment and performance bonds. In the event that this occurs, the City will notify the vendor and request the vendor to provide the additional cost for the Payment & Performance Bonds. The City will also provide an allowance for the Payment and Performance Bond and reimburse the contractor for said cost. Please see Section 4.2 for additional details.



1.4.5 JOB CONDITIONS

- A. The City will provide a “notice to proceed” to the awarded bidder for the specific projects as they arise.
- B. Awarded bidder is responsible for protecting utilities, paving, and other facilities from damage during landscape installation. Awarded bidder must notify “**Call Sunshine**” (800-638-4097) 48 hours prior to beginning work.
- C. Awarded bidder must protect plant material from desiccation during transport and installation period. In most instances, this means daily irrigation.
- D. Awarded bidder must be substantially completed with project within sixty (60) days from notice to proceed, unless otherwise previously agreed.

1.5 SHIPPING & HANDLING

1.5.1 TRANSPORTATION

Tree root balls shall be irrigated just prior to shipping. Trees shall be secured in the truck so as not to roll. Do not allow closed trucks to remain standing in the sun in hot weather unless they are air-conditioned. B&B trees shall have their root balls shrink-wrapped prior to transporting them from the nursery.

Trees shall be shipped to the site in enclosed vans or covered with woven shade tarp.

1.5.2 UNLOADING AND HANDLING

Trees will be rejected if they are dropped to the ground suddenly. Container grown and boxed trees shall be lifted with a forklift under the container or carried by hand by the lip of the container. Trees may be lifted by wire loops inside the container. Trees may not be lifted by the trunk. Balled and burlapped trees shall be handled by the root ball in a manner that does not deform the shape of the root ball.

1.5.3 HOLDING TREES AT THE PLANTING SITE

Irrigate trees as soon as they arrive at the planting site. After trees are unloaded from the truck, they shall be stood and stored in the erect position and irrigated twice daily with 5 gallons per inch trunk diameter until planted. Shrink wrapped B&B trees and trees in plastic containers shall be stored in the shade or their root balls shall be shaded.



1.6 MATERIALS

1.6.1 PLANT MATERIALS

- A. Nursery stock shall meet the minimum dimensions for height, spread, caliper and root ball as described within bid form. On large maturing and medium maturing shade trees, the tip of the dominant leader shall be the tallest part of the tree. Trees with leaders topped or headed within the last year shall be rejected.
- B. Caliper measurement shall be taken at DBH (Diameter at breast height) measured at 4.5 above the ground.
- C. Field-grown trees and palms shall be nursery-grown and hardened off (pre-dug) for a minimum of six (6) weeks prior to delivery to job site. Container grown trees shall be nursery-grown.
- D. Trees must be healthy, vigorous and full with good branch distribution. Trees with bark included within major branch unions will not be accepted.
- E. Root balls of field-grown trees must be intact and protected from desiccation with black plastic wrap. Container trees must have the container on the root ball or the root ball must be appropriately protected from desiccation. Trees with root balls that have bound or girdled roots shall be rejected. Trees with synthetic burlap will not be accepted.
- F. Container trees should have few, if any, roots on the outside surface of the media.
- G. Trees must have green, live foliage. Shocked plants (i.e. those with dead or dying leaves) will be rejected.

1.6.2 ACCESSORY MATERIALS

- A. Backfill soil shall be 50/50 mix. Soil in sidewalk cut outs, parking lot islands, and other small spaces can be replaced or amended to improve conditions.
- B. **General Wood Mulch Specifications** – Mulch shall be of the recycled, dyed variety and shall be free of sand, dirt, CCA treated lumber, seed, and other foreign matter. Size shall not exceed three inches (3”).
- C. Mulch shall **not** be derived from an exotic invasive tree species and shall be clean and free from weeds and other debris.
- D. Pre-emergent herbicide: apply granular Chipco “Ronstar” or approved equal at label rate.



- E. Trees shall be secured using three-quarter (3/4)-inch elastic guys (3) as shown in **Attachment F**. As an alternative, where guying is problematic, container trees, 45 gallon (3-in. caliper) or smaller may be secured as shown in **Attachment F**.
- F. Palms shall be braced as shown in **Attachment E** or equivalent. No nails, screws or other securing devices may be driven into the trunk.

1.7 EXECUTION

1.7.1 GENERAL

- A. Awarded bidder shall provide and/or install trees and palms in the dimensions indicated on bid form.
- B. Commencement of work: Work under this awarded bid shall commence not less than 10 days after notice to proceed and shall be completed in an orderly, business-like fashion. Once work has begun, it shall continue on consecutive working days until it has been completed. Sundays, Saturdays, holidays and stoppages due to inclement weather or delays caused by the customer shall be excluded.

1.7.2 INSTALLATION

- A. Trees and palms are to be planted in accordance to landscape plan for the specific projects and attendant **Attachments (E-F)**. Good horticultural practices must be observed.
- B. Trees and palms are to be planted in the right-of-way (ROW) at a minimum of four (4) feet from back of curb at locations identified on the landscape plan for the specific projects. Awarded bidder shall stake and/or paint planting locations in the field. Upon approval by the customer, these areas shall be sprayed with an approved herbicide and maintained weed-free for the duration of the project.
- C. Excavate planting holes with vertical sides. Do not disturb soil at bottom of planting holes. Make excavations twice as wide as the root ball diameter and slightly less (two inches) than the distance between the top-most root in the root ball and the bottom of the root ball.
- D. Remove all wood, plastic, or gro-bags from the root ball. Set plants in center of holes with the top-most root in the root ball at the same height finished landscape grades and plumb the tree so the trunk is vertical. Backfill field soil around sides of root mass and work each layer to settle and eliminate voids and air pockets. Material must be watered in as



- planted. Provide approximately 5 gallons of water per inch of trunk caliper to the root ball once all backfill is filled in around the root ball.
- E. Provide a 2-3" high soil berm around the edge of root ball to form a shallow saucer to collect water. The watering saucer, regardless of hole size, is to be at edge of root ball (**Attachments E and F**).
 - F. Broadcast over the root ball and backfill soil, at the recommended rate, a broad-spectrum pre-emergent herbicide prior to mulching.
 - G. Trees and palms are to be secured by awarded bidder as shown in **Attachments E-F**.
 - H. A representative will inspect trees and palms during installation. Material that is in shock or has been damaged during installation shall be replaced by awarded bidder within five (5) working days from notification.
 - I. Remove from work site all excess materials (e.g., soil, debris and equipment) daily through duration of project. Damages resulting from installation shall be repaired by awarded bidder.
 - J. Pruning: If there is a double leader in the top half of the tree, shorten one, by about one-half, back to a live branch that points away from the tree and is at least one-third the diameter of the cut leader. Remove broken portions of damaged branches back to a live lateral branch.
 - K. Remove all string or wire wrapped around the trunk. Remove all straps, rope and string used to lift the root ball. Remove all burlap and wire from the top of the root ball.

1.7.3 ACCEPTANCE

- A. Inspection to determine acceptance of planted areas will be made by the City's Project Manager upon awarded bidder's request. Provide notification a minimum of five (5) working days before requested inspection date. Planted areas will be accepted provided all requirements, including maintenance, have been satisfied and plant materials are in a healthy, vigorous condition.
- B. The City's Project Manager will prepare a "punch list" of those items, which must be corrected before re-inspection for final acceptance. The representative will determine an appropriate time period for corrections. Awarded bidder must request re-inspection two (2) working days in advance.



1.7.4 MAINTENANCE

- A. Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for a maintenance and warranty period of three (3) months after final acceptance.
- B. For projects which include maintenance, the City shall retain 10% of the project cost until final acceptance of the material after the three (3) month maintenance period.

1.8 PROJECT COST ESTIMATE & TIMELINE

- Contract term shall be **for one (1) year period, with five (5) additional one (1) year renewal periods.**
- Project Cost Estimate: **Not to exceed \$500,000 a year.**

1.9 PROPOSAL REQUIREMENTS

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

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

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

1.9.1 Pricing Sheet / Bid Tables

1. **Bid Table:** The vendor must provide their pricing through the designated lines items listed on the Excel Sheet that is available for download on the Bonfire website under the "**Pricing Sheet / Bid Table**" section. Please follow the instructions given in this package and on the Excel Sheet to complete and upload the information back onto the Bonfire website.
2. **Primary Responses:** This tab of the Bid Table includes a "**Vendor Notes**" column for any additional comments regarding the requested line item(s). A comment is required in the "**Vendor Notes**" column. If the vendor does not need to submit any comments, please enter N/A or similar.



a. Below is a sample of the “Primary Responses” tab of the Bid Table:

#	Item	Description	Size/Unit of Measure	Numeric	Text	Total Cost
				Furnish Only - Unit Price with No Minimum Order Qty.	Vendor Notes	
Plants						
#1-1	African Iris	Dietes Iridiodes	3 Gal., 10"-14"			-
#1-2	Allamanda Bush	Allamanda Schottii	3 Gal., 12"-16"			-
#1-3	Baby Wings Begonias White	Begonia Odorata 'Alba	3 Gal., 8"-10"			-
#1-4	Begonia	Begoniaceae	3Gal., 8"-10"			-
#1-5	Bird of Paradise	Strelitzia	7 Gal., 2'-4'			-
#1-6	Bird of Paradise	Strelitzia	15 Gal 4'-6'			-
#1-7	Bird of Paradise	Strelitzia	25 Gal. 10'-12'			-
#1-8	Blue Plumbago	Plumbago Auriculata	3 Gal., 12"-14"			-
#1-9	Blue Plumbago	Plumbago Auriculata	7Gal., 20"-24"			-
#1-10	Bougainvillea Bush	Bougainvillea spectabilis	3 Gal., 12"-14"			-
#1-11	Bougainvillea Bush	Bougainvillea spectabilis	7 Gal., 20"-24"			-
#1-12	Bridal Bouquet	Plumeria Pudica	3 Gal., 20"-24"			-
#1-13	Bridal Bouquet	Plumeria Pudica	7 Gal.,20"-24"			-
#1-14	Candle Bush	Cassia Alata	3 Gal., 12"-14"			-

b. Below is a sample of the “Secondary Responses” tab of the Bid Table:

#	Item	Description	Size/Unit of Measure	Numeric	Text	Total Cost
				Furnish & Install - Unit Price with No Minimum Order Qty.	Vendor Notes	
Plants						
#1-1	African Iris	Dietes Iridiodes	3 Gal., 10"-14"			-
#1-2	Allamanda Bush	Allamanda Schottii	3 Gal., 12"-16"			-
#1-3	Baby Wings Begonias White	Begonia Odorata 'Alba	3 Gal., 8"-10"			-
#1-4	Begonia	Begoniaceae	3Gal., 8"-10"			-
#1-5	Bird of Paradise	Strelitzia	7 Gal., 2'-4'			-
#1-6	Bird of Paradise	Strelitzia	15 Gal 4'-6'			-
#1-7	Bird of Paradise	Strelitzia	25 Gal. 10'-12'			-
#1-8	Blue Plumbago	Plumbago Auriculata	3 Gal., 12"-14"			-
#1-9	Blue Plumbago	Plumbago Auriculata	7Gal., 20"-24"			-
#1-10	Bougainvillea Bush	Bougainvillea spectabilis	3 Gal., 12"-14"			-
#1-11	Bougainvillea Bush	Bougainvillea spectabilis	7 Gal., 20"-24"			-
#1-12	Bridal Bouquet	Plumeria Pudica	3 Gal., 20"-24"			-
#1-13	Bridal Bouquet	Plumeria Pudica	7 Gal.,20"-24"			-
#1-14	Candle Bush	Cassia Alata	3 Gal., 12"-14"			-

1.9.2 Questionnaires

1. Contact Information Form
2. Proposer’s Background Information
3. Vendor Registration Checklist
4. **References Form:** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). A minimum of 3



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

In addition, **do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.**

- A) References Contact Information
 - a. Name of Firm, City, County or Agency
 - b. Address
 - c. Contact Name
 - d. Contact Title
 - e. Contact E-mail Address
 - f. Contact Telephone #
- B) Project Information
 - a. Name of Contractor Performing the work
 - b. Name and location of the project
 - c. Nature of the firm's responsibility on the project
 - d. Project duration
 - e. Completion (Anticipated) Date
 - f. Size of project
 - g. Cost of project
 - h. Work for which staff was responsible

1.9.3 Other Completed Documents

- 1. Attachment A: Non-Collusive Affidavit

1.9.4 Optional Documentation

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



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

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

2. Financial Statements:

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



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

3. Additional Information:

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

1.10 VENDOR REGISTRATION DOCUMENTS

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

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

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

1.10.1 Vendor Information Form

1.10.2 Form W-9 (Rev. October 2018)

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

1.10.3 Company Profile Form

1.10.4 Sworn Statement on Public Entity Crimes Form

1.10.5 Equal Benefits Certification Form

**1.10.6 Vendor Drug-Free Workplace Certification Form****1.10.7 Scrutinized Company Certification****1.10.8 E-Verify System Certification Statement**

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

1.10.9 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

1.10.10 Local Business Tax Receipts**1.10.11 Local Vendor Preference Certification****1.11 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 contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.



1.12 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 22, 2023
Non-Mandatory Pre-Bid Meeting	2:30 p.m. on June 29, 2023
Question Due Date	July 6, 2023
Anticipated Date of Issuance for the Addenda with Questions and Answers	July 11, 2023
Proposals will be accepted until	2:00 p.m. on July 18, 2023
Proposals will be opened at	2:30 p.m. on July 18, 2023
Evaluation of Proposals by Staff	July 12, 2023– July 24, 2023
Recommendation of Contractor to City Commission award	August 2, 2023

1.12.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT

There will be a non-mandatory scheduled pre-bid meeting on **June 29, 2023, at 2:30 p.m.** Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Danny Benedit at 954-518-9022. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible.

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

1.13 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on July 18, 2023.**

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

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested



throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

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

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



SECTION 2 - INSURANCE REQUIREMENTS

2.1 INDEMNIFICATION:

Yes No

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

Yes No

- 2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company



shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

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

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

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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



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

Yes No

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

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

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

Yes No

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

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

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

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of



City of Pembroke Pines

\$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

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

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

Yes No

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

Yes No

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

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

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your



services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

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

Yes No

- * 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

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

Yes No

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

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

Yes No



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

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

Yes No

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

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

Yes No

- 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS



- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
 - 2.7.2 Waiver of all Rights of Subrogation against the CITY.
 - 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
 - 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
 - 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
 - 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
- 2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- 2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

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

3.9 SAMPLES

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

3.10 ESTIMATED QUANTITIES

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

3.11 DEVELOPMENT COSTS

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

3.12 PRICING

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

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



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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

3.20 ENVIRONMENTAL REGULATIONS

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

3.21 SIGNATURE REQUIRED

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

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

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

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

3.22 MANUFACTURER'S CERTIFICATION

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

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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



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

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

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

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

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

3.25 RESERVATIONS FOR REJECTION AND AWARD

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

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

3.26 BID PROTEST

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

3.27 INDEMNIFICATION

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

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

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

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



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

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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

3.28 DEFAULT PROVISION

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

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



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

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.31 SCRUTINIZED COMPANIES LIST

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

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Syria.

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

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

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



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

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

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

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

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

3.34 CONE OF SILENCE

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

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

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

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



solicitation, or takes other action which ends the sealed competitive solicitation process.

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

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

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

(3) Contract negotiations with the selected entity.

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

3.35 E-VERIFY

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

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

2) Registration Requirement; Termination:

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

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

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

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3.36 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

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

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

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

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

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

Printed Name/Signature _____

Title _____

Name of Company _____

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

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL
"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE
City Must Be Named as Certificate Holder	



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

THIS IS AN AGREEMENT (“Agreement”), dated _____, by and between:

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

and

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

W I T N E S S E T H:

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

ARTICLE 1
PREAMBLE

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

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

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

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



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

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform various services for the CITY on an as-needed basis, for specified projects as may be identified by CITY from time to time and at varying locations ("Property"), and at CITY's sole discretion ("Services"), as more particularly described in and in accordance with the CITY's "{---Solicitation Type Abbreviation---} # {---Solicitation Number---}", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform the services required by this Agreement, **Exhibit "A"**, **Exhibit "B"**, the commission award, and any subsequent purchase orders and/or amendments hereto. The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. CONTRACTOR acknowledges and agrees that CITY is free to engage with other service providers for the same or similar services as required herein.

2.1.1 On an as-needed basis, the CITY may from time to time 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. In the event of acceptance, CONTRACTOR shall provide the specified services in accordance with **Exhibit "A"** and **Exhibit "B"**, pursuant to the applicable authorization and shall timely submit to the CITY an invoice detailing the fees and costs owed for such services in accordance with **Exhibit "A"** and **Exhibit "B"**.

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

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



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

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

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

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

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

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



ARTICLE 3

TERM AND TERMINATION

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

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

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

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

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

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

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

4.1.1 Any invoices submitted to CITY shall include, but not be limited to: date of service, description of the services, location of the services, any other information reasonably required by CITY.

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

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees. Payment will be made to CONTRACTOR at:



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

ARTICLE 5

CHANGES IN SCOPE OF WORK

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

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

ARTICLE 6

PAYMENT & PERFORMANCE BONDS

6.1 If applicable, and in the event an individual project or assignment pursuant to this Agreement exceeds TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00), within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a Payment Bond and a Performance Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bonds exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:



B+ to A+

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

6.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid Payment Bond and Performance Bond in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 7

INDEMNIFICATION

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

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

7.3 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.

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



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

ARTICLE 8 **INSURANCE**

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

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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

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

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



and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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



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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

**found herein.**

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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



and exposure inherent with operation/services being performed.) **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

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

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

Yes No

8.6.13 Other Insurance

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.7.2 Waiver of all Rights of Subrogation against the CITY.
- 8.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 8.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.



87.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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

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

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

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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



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

ARTICLE 11 **AGREEMENT SUBJECT TO FUNDING**

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

ARTICLE 12 **UNCONTROLLABLE FORCES**

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

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



ARTICLE 13

GOVERNING LAW AND VENUE

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

ARTICLE 14

SIGNATORY AUTHORITY

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

ARTICLE 15

DEFAULT OF CONTRACT & REMEDIES

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

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

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

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

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



15.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

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

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

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

15.5 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

15.5.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

15.5.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.



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

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

ARTICLE 16 **BANKRUPTCY**

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

ARTICLE 17 **MERGER; AMENDMENT**

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

ARTICLE 18 **DISPUTE RESOLUTION**

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

ARTICLE 19 **PUBLIC RECORDS**

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



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

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

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

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

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

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

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

**ARTICLE 20
SCRUTINIZED COMPANIES**

20.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended,



a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

20.1.2.2 Is engaged in business operations in Syria.

ARTICLE 21

EQUAL BENEFITS FOR EMPLOYEES

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

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



is equal to the employer's direct expense of providing benefits to an employee's spouse; or

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

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

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

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

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

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

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

ARTICLE 22

EMPLOYMENT ELIGIBILITY

22.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the



requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

22.1.1 **Definitions for this Section.**

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

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

22.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

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

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



of termination.

ARTICLE 23 **MISCELLANEOUS**

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

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

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

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

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

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the



City of Pembroke Pines

party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR FRANK C. ORTIS

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

Plant / Tree List

#	Item	Description	Size/Unit of Measure
Plants			
#1-1	African Iris	Dietes Iridiodes	3 Gal., 10"-14"
#1-2	Allamanda Bush	Allamanda Schottii	3 Gal., 12"-16"
#1-3	Baby Wings Begonias White	Begonia Odorata 'Alba	3 Gal., 8"-10"
#1-4	Begonia	Begoniaceae	3Gal., 8"-10"
#1-5	Bird of Paradise	Strelitzia	7 Gal., 2'-4'
#1-6	Bird of Paradise	Strelitzia	15 Gal 4'-6'
#1-7	Bird of Paradise	Strelitzia	25 Gal. 10'-12'
#1-8	Blue Plumbago	Plumbago Auriculata	3 Gal., 12"-14"
#1-9	Blue Plumbago	Plumbago Auriculata	7Gal., 20"-24"
#1-10	Bougainvillea Bush	Bougainvillea spectabilis	3 Gal., 12"-14"
#1-11	Bougainvillea Bush	Bougainvillea spectabilis	7 Gal., 20"-24"
#1-12	Bridal Bouquet	Plumeria Pudica	3 Gal., 20"-24"
#1-13	Bridal Bouquet	Plumeria Pudica	7 Gal., 20"-24"
#1-14	Candle Bush	Cassia Alata	3 Gal., 12"-14"
#1-15	Clusia	Fluminensis	3 Gal., 14"-16"
#1-16	Clusia	Fluminensis	7 Gal., 24"-36"
#1-17	Clusia	Fluminensis	15 Gal. 5'-6'
#1-18	Crinum Lily Queen Emma	Amaryllidaceae	7 Gal., 30"-36"
#1-19	Crinum Lily Queen Emma	Amaryllidaceae	15 Gal., 3'-5'
#1-20	Cordyline (red sister)	Terminalis	3 Gal., 12"-16"
#1-21	Cordyline (red sister)	Terminalis	7 Gal., 30"-36"
#1-22	Ginger Varigated	Alpinia Zerumbet	3 Gal., 14"-18"
#1-23	Ginger Varigated	Alpinia Zerumbet	7 Gal., 30"-36"
#1-24	Green Button Wood	Conocarpus Erectus	7 Gal., 30"-36"
#1-25	Green Button Wood	Conocarpus Erectus	15 Gal., 3'-5'
#1-26	Hibiscus	Hibiscus	3 Gal., 14"-18"
#1-27	Hibiscus	Hibiscus	7 Gal. 30"-36"
#1-28	Juniper Blue Point	Juniperus Horizontalis	7 Gal. 42"-48"
#1-29	Juniper Blue Point	Juniperus Horizontalis	15 Gal. 5'-6'
#1-30	Juniper Blue Point	Juniperus Horizontalis	30 Gal. 8'-10'
#1-31	Lantana Bandana Red	Acheter Lantana Camara	3 Gal., 14"-18"
#1-32	Lantana Lavender	Lantana Montevidensis	3 Gal., 14"-18"
#1-33	Lantana Lavender	Lantana Montevidensis	7 Gal. 30"-36"
#1-34	Lantana White	Camara Blanca	3 Gal., 14"-18"
#1-35	Lantana White	Camara Blanca	7 Gal. 30"-36"
#1-36	Oleander Necium	Petite Pink	3 Gal., 14"-18"
#1-37	Oleander Necium	Petite Pink	7 Gal. 30"-36"
#1-38	Oleander Dwarf	Petite Pink Oleander	3 Gal., 10"-14"
#1-39	Oleander Dwarf	Petite Pink Oleander	7 Gal. 10"-14"
#1-40	Lily of the Nile	Agapanthus Lily of the Nile	3 Gal., 10"-14"
#1-41	Lily of the Nile	Agapanthus Lily of the Nile	7 Gal. 30"-36"
#1-42	Orange Bird	Strelitzia Reginae	3 Gal., 14"-24"

#1-43	Orange Bird	Strelitzia Reginae	7 Gal. 30"-36"
#1-44	Peace Lily	Spathiphyllum	3 Gal., 20"-24"
#1-45	Peace Lily	Spathiphyllum	7 Gal. 42"-48"
#1-46	Pink Muhly Grass	Muhlenbergia Capillaris	3 Gal., 20"-24"
#1-47	Pink Muhly Grass	Muhlenbergia Capillaris	7 Gal. 30"-36"
#1-48	Purple Ground Orchid	Spathoglottis Plicata	3 Gal., 14"-24"
#1-49	Xanadu	Philodendron	3 Gal., 12"-16"
#1-50	Xanadu	Philodendron	7 Gal. 20"-24"

Trees

#2-1	Balsam Apply	Clusia rosea "Pitch Apple'	25 Gal., 10'-12'
#2-2	Balsam Apply	Clusia rosea "Pitch Apple'	45 Gal. 12'-14'
#2-3	Balsam Apply	Clusia rosea "Pitch Apple'	FG, 16'-20'
#2-4	Bottlebrush Weeping	Callistemom	25 Gal., 10'-12'
#2-5	Bottlebrush Weeping	Callistemom	45 Gal. 12'-14'
#2-6	Bottlebrush Weeping	Callistemom	FG, 18'-20'
#2-7	Brazilian Beauty Leaf	Calophyllum Basiliense	25 Gal., 10'-12'
#2-8	Brazilian Beauty Leaf	Calophyllum Basiliense	45 Gal. 12'-14'
#2-9	Brazilian Beauty Leaf	Calophyllum Basiliense	FG, 18'-20'
#2-10	Cassia Javanica	Apple Blossom Shower	25 Gal., 10'-12'
#2-11	Cassia Javanica	Apple Blossom Shower	45 Gal., 12--14'
#2-12	Cassia Javanica	Apple Blossom Shower	FG, 18'-20'
#2-13	Cassia Marinata	Cassia Roxburghii	25 Gal., 10'-12'
#2-14	Cassia Marinata	Cassia Roxburghii	45 Gal., 12'-14'
#2-15	Cassia Marinata	Cassia Roxburghii	FG, 18'-20'
#2-16	Cassia Pink/Coral Shower	Cassia Grandis	25 Gal., 10'-12'
#2-17	Cassia Pink/Coral Shower	Cassia Grandis	45 Gal., 12'-14'
#2-18	Cassia Pink/Coral Shower	Cassia Grandis	FG, 18'-20'
#2-19	Cassia Roxburghii	Cassia Roxburghii	25 Gal., 10'-12'
#2-20	Cassia Roxburghii	Cassia Roxburghii	45 Gal., 12'-14'
#2-21	Cassia Roxburghii	Cassia Roxburghii	FG, 18'-20'
#2-22	Coral Shower	Cassi Grandis Pink Coral	25 Gal., 10'-12'
#2-23	Coral Shower	Cassi Grandis Pink Coral	45 Gal., 12'-14'
#2-24	Coral Shower	Cassi Grandis Pink Coral	FG, 18'-20'
#2-25	Crape Myrtle (Multi)	Largerstroemia	25 Gal., 10'-12'
#2-26	Crape Myrtle (Multi)	Largerstroemia	45 Gal., 12'-14'
#2-27	Crape Myrtle (Multi)	Largerstroemia	FG, 18'-20'
#2-28	Crape Myrtle Queen	Largerstroemia	25 Gal., 10'-12'
#2-29	Crape Myrtle Queen	Largerstroemia	45 Gal., 12'-14'
#2-30	Crape Myrtle Queen	Largerstroemia	FG, 18'-20'
#2-31	Dahoon Holly	East Palatka Holly	25 Gal., 10'-12'
#2-32	Dahoon Holly	East Palatka Holly	45 Gal., 12'-14'
#2-33	Dahoon Holly	East Palatka Holly	FG, 18'-20'
#2-34	Eucalyptus Rainbow	Eucalyptus Deglupta	25 Gal., 10'-12'
#2-35	Eucalyptus Rainbow	Eucalyptus Deglupta	45 Gal., 12'-14'
#2-36	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	25 Gal., 10'-12'
#2-37	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	45 Gal., 12'-14'

#2-38	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	FG, 18'-20'
#2-39	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	FG, 20'-22'
#2-40	Gold Medallion Tree	Cassia Leptophylla	25 Gal., 10'-12'
#2-41	Gold Medallion Tree	Cassia Leptophylla	45 Gal., 12'-14'
#2-42	Gold Medallion Tree	Cassia Leptophylla	FG, 18'-20'
#2-43	Gold Trumpet	TabebuiaUmbellata	25 Gal., 10'-12'
#2-44	Gold Trumpet	TabebuiaUmbellata	45 Gal., 12'-14'
#2-45	Gold Trumpet	TabebuiaUmbellata	FG, 18'-20'
#2-46	Green Button Wood	Conocarpus Erectus	25 Gal., 10'-12'
#2-47	Green Button Wood	Conocarpus Erectus	45 Gal., 12'-14'
#2-48	Green Button Wood	Conocarpus Erectus	FG, 18'-20'
#2-49	Gumbo Limbo	Bursera Simaruba	25 Gal., 10'-12'
#2-50	Gumbo Limbo	Bursera Simaruba	45 Gal., 12'-14'
#2-51	Gumbo Limbo	Bursera Simaruba	FG, 18'-20'
#2-52	Italian Cypress	Cupressus Sempervirens	25 Gal., 10'-12'
#2-53	Italian Cypress	Cupressus Sempervirens	45 Gal., 12'-14'
#2-54	Italian Cypress	Cupressus Sempervirens	FG, 18'-20'
#2-55	Jacaranda	Jacaranda Mimosifolia	25 Gal., 10'-12'
#2-56	Jacaranda	Jacaranda Mimosifolia	45 Gal., 12'-14'
#2-57	Jacaranda	Jacaranda Mimosifolia	FG, 18'-20'
#2-58	Jamaica Caper	Capparis Cynophallophora	25 Gal., 10'-12'
#2-59	Jamaica Caper	Capparis Cynophallophora	45 Gal., 12'-14'
#2-60	Jamaica Caper	Capparis Cynophallophora	FG, 18'-20'
#2-61	Japanese Fern	Filicium Decipiens	25 Gal., 10'-12'
#2-62	Japanese Fern	Filicium Decipiens	45 Gal., 12'-14'
#2-63	Japanese Fern	Filicium Decipiens	FG, 18'-20'
#2-64	Japanese Fern	Filicium Decipiens	25 Gal., 10'-12'
#2-65	Japanese Blue Berry	Elaeocarpus Decipiens	45 Gal., 12'-14'
#2-66	Japanese Blue Berry	Elaeocarpus Decipiens	FG, 18'-20'
#2-67	Ligustrum	Ligustrum Japonicum	25 Gal., 10'-12'
#2-68	Ligustrum	Ligustrum Japonicum	45 Gal., 12'-14'
#2-69	Juniper Blue Pacific	Juniperus Conferta	7 Gal., 3'-5'
#2-70	Juniper Blue Pacific	Juniperus Conferta	25 Gal. 10'-12'
#2-71	Live Oak	Quercus Virginiana	25 Gal., 10'-12'
#2-72	Live Oak	Quercus Virginiana	45 Gal., 12'-14'
#2-73	Live Oak	Quercus Virginiana	FG, 18'-20'
#2-74	Magnolia	Magnolia Grandiflora	25 Gal., 10'-12'
#2-75	Magnolia	Magnolia Grandiflora	45 Gal., 12'-14'
#2-76	Magnolia	Magnolia Grandiflora	FG, 18'-20'
#2-77	Orange Geiger	Cordia Sebestena	25 Gal., 10'-12'
#2-78	Orange Geiger	Cordia Sebestena	45 Gal., 12'-14'
#2-79	Orange Geiger	Cordia Sebestena	FG, 18'-20'
#2-80	Pink Tab	Tabebuia Caraiba	25 Gal., 10'-12'
#2-81	Pink Tab	Tabebuia Caraiba	45 Gal., 12'-14'
#2-82	Pink Tab	Tabebuia Caraiba	FG, 18'-20'
#2-83	Pink Trumpet	Tabebuia Chrysotricha	25 Gal., 10'-12'
#2-84	Pink Trumpet	Tabebuia Chrysotricha	45 Gal., 12'-14'

#2-85	Pink Trumpet	Tabebuia Chrysotricha	FG, 18'-20'
#2-86	Powder Puff Tree	Combretum Constrictum	25 Gal., 10'-12'
#2-87	Powder Puff Tree	Combretum Constrictum	45 Gal., 12'-14'
#2-88	Powder Puff Tree	Combretum Constrictum	FG, 18'-20'
#2-89	Royal Poinciana	Delonix Regia	25 Gal., 10'-12'
#2-90	Royal Poinciana	Delonix Regia	45 Gal., 12'-14'
#2-91	Royal Poinciana	Delonix Regia	FG, 18'-20'
#2-92	Spanish Stopper	Eugenia Foetida	25 Gal., 10'-12'
#2-93	Spanish Stopper	Eugenia Foetida	45 Gal., 12'-14'
#2-94	Spanish Stopper	Eugenia Foetida	FG, 18'-20'
#2-95	Verawood	Bulnesia Arborea	25 Gal., 10'-12'
#2-96	Verawood	Bulnesia Arborea	45 Gal., 12'-14'
#2-97	Yellow Poinciana	Delonix Regia	25 Gal., 10'-12'
#2-98	Yellow Poinciana	Delonix Regia	45 Gal., 12'-14'
#2-99	Yellow Poinciana	Delonix Regia	FG, 18'-20'
#2-100	Slash Pine	Tabebuia Caraiba	25 Gal., 10'-12'
#2-101	Slash Pine	Tabebuia Caraiba	45 Gal., 12'-14'
#2-102	Slash Pine	Tabebuia Caraiba	FG, 18'-20'

Palms

#3-1	Alexander	Ptychosperma Elegans	25 Gal., 10'-12'
#3-2	Alexander	Ptychosperma Elegans	45 Gal., 12'-14'
#3-3	Alexander	Ptychosperma Elegans	FG, 18'-20' G/W
#3-4	Alexandra	Archontophoenix Alexandrae	25 Gal., 10'-12'
#3-5	Alexandra	Archontophoenix Alexandrae	45 Gal., 12'-14'
#3-6	Alexandra	Archontophoenix Alexandrae	FG, 18'-20' G/W
#3-7	Bismarckia	Bismarckia nobilis	45 Gal. 12'-14'
#3-8	Bismarckia	Bismarckia nobilis	FG, 18'-20'
#3-9	Bottle	Hyophorbe Lagenicaulis	25 Gal., 10'-12'
#3-10	Bottle	Hyophorbe Lagenicaulis	45 Gal., 12'-14'
#3-11	Bottle	Hyophorbe Lagenicaulis	FG, 18'-20' G/W
#3-12	Canary Island	Phoenix Canariensis	15 Gal., 6'-7'
#3-13	Canary Island	Phoenix Canariensis	25 Gal., 10'-12'
#3-14	Canary Island	Phoenix Canariensis	45 Gal., 12'-14'
#3-15	Canary Island	Phoenix Canariensis	FG, 18'-20' G/W
#3-16	Carpentaria	Carpentaria Acuminata	25 Gal., 10'-12'
#3-17	Carpentaria	Carpentaria Acuminata	45 Gal., 12'-14'
#3-18	Carpentaria	Carpentaria Acuminata	FG, 18'-20' G/W
#3-19	Chinese Fan	Livistona Chinensis	25 Gal., 10'-12'
#3-20	Chinese Fan	Livistona Chinensis	45 Gal., 12'-14'
#3-21	Chinese Fan	Livistona Chinensis	FG, 18'-20' G/W
#3-22	Christmas	Adonidia Merrillii	25 Gal., 10'-12'
#3-23	Christmas	Adonidia Merrillii	45 Gal., 12'-14'
#3-24	Christmas	Adonidia Merrillii	FG, 18'-20' G/W
#3-25	Florida Tatch	Thrinax Radiata	25 Gal., 10'-12'
#3-26	Florida Tatch	Thrinax Radiata	45 Gal., 12'-14'
#3-27	Florida Tatch	Thrinax Radiata	FG, 18'-20' G/W

#3-28	Fox Tail	Wodyyetia Bifurcata	25 Gal., 10'-12'
#3-29	Fox Tail	Wodyyetia Bifurcata	45 Gal., 12'-14'
#3-30	Fox Tail	Wodyyetia Bifurcata	FG, 18'-20' G/W
#3-31	Paurotia Persica	Acoelorrhaphe Wrightii	25 Gal., 10'-12'
#3-32	Paurotia Persica	Acoelorrhaphe Wrightii	45 Gal., 12'-14'
#3-33	Paurotia Persica	Acoelorrhaphe Wrightii	FG, 18'-20' G/W
#3-34	Phoenix-Reclinata	Reclinnata Roebelenii	25 Gal., 10'-12'
#3-35	Phoenix-Reclinata	Reclinnata Roebelenii	45 Gal., 12'-14'
#3-36	Phoenix-Reclinata	Reclinnata Roebelenii	FG, 18'-20' G/W
#3-37	Queen	Syagrus Romanzoffiana	25 Gal., 10'-12'
#3-38	Queen	Syagrus Romanzoffiana	45 Gal., 12'-14'
#3-39	Queen	Syagrus Romanzoffiana	FG, 18'-20' G/W
#3-40	Royal Florida	Roystonea Elata	25 Gal., 10'-12'
#3-41	Royal Florida	Roystonea Elata	45 Gal., 12'-14'
#3-42	Royal Florida	Roystonea Elata	FG, 18'-20' G/W
#3-43	Royal Florida	Roystonea Elata	FG, 20'-30' G/W
#3-44	Royal Cuban	Roystonea Regia	25 Gal., 10'-12'
#3-45	Royal Cuban	Roystonea Regia	45 Gal., 12'-14'
#3-46	Royal Cuban	Roystonea Regia	FG, 18'-20' G/W
#3-47	Royal Cuban	Roystonea Regia	FG, 20'-30' G/W
#3-48	Sabal	Sabal Palmetto	25 Gal., 10'-12'
#3-49	Sabal	Sabal Palmetto	45 Gal., 12'-14'
#3-50	Sabal	Sabal Palmetto	FG, 18'-20' G/W
#3-51	Sago	Cycas Revoluta	25 Gal., 2'-3'
#3-52	Sago	Cycas Revoluta	45 Gal., 3'-4'
#3-53	Verawood	Bulnesia Arborea	25 Gal., 10'-12'
#3-54	Verawood	Bulnesia Arborea	45 Gal., 12'-14'
#3-55	Veitchia	Montgomeryana	25 Gal., 10'-12'
#3-56	Veitchia	Montgomeryana	45 Gal., 12'-14'
#3-57	Veitchia	Montgomeryana	FG, 18'-20'
#3-58	Washingtonia	Washingtonia Robusta	25 Gal., 10'-12'
#3-59	Washingtonia	Washingtonia Robusta	45 Gal., 12'-14'
#3-60	Washingtonia	Washingtonia Robusta	FG, 18'-20' G/W
#3-61	Majesty	Ravenea Rivularis	25 Gal., 10'-12'
#3-62	Majesty	Ravenea Rivularis	45 Gal., 12'-14'
#3-63	Majesty	Ravenea Rivularis	FG, 18'-20' G/W

Hedges

#4-1	Chinense Loropetalum	Loropetalum Chinense	3 Gal., 14"-18"
#4-2	Chinense Loropetalum	Loropetalum Chinense	7 Gals. 30"-36"
#4-3	Copper Lead Mardi Gras	Acalypha Wilkesiana	3 Gal., 14"-18"
#4-4	Copper Lead Mardi Gras	Acalypha Wilkesiana	7 Gals. 30"-36"
#4-5	Copper Leaf Fire Dragon	Acalypha Wilkesiana	3 Gal., 14"-18"
#4-6	Copper Leaf Fire Dragon	Acalypha Wilkesiana	7 Gals. 30"-36"
#4-7	Copper Leaf Fire Storm	Acalypha Wilkesiana	3 Gal., 14"-18"
#4-8	Copper Leaf Fire Storm	Acalypha Wilkesiana	7 Gals. 30"-36"
#4-9	Copperleaf Firestorm 3	Acalypha Godseffiana	3 Gal., 14"-18"

#4-10	Copperleaf Firestorm 4	Acalypha Godseffiana	7 Gals. 30"-36"
#4-11	Copperleaf Halo	Acalypha Godseffiana	3 Gal., 14"-18"
#4-12	Copperleaf Halo	Acalypha Godseffiana	7 Gals. 30"-36"
#4-13	Copperleaf Java Pink	Acalypha Godseffiana	3 Gal., 14"-18"
#4-14	Copperleaf Java Pink	Acalypha Godseffiana	7 Gals. 30"-36"
#4-15	Copperleaf Tiki Halo	Acalypha	3 Gal., 14"-18"
#4-16	Copperleaf Tiki Halo	Acalypha	7 Gals. 30"-36"
#4-17	Copperleaf Tiki Whirl	Acalypha Godseffiana	3 Gal., 14"-18"
#4-18	Copperleaf Tiki Whirl	Acalypha Godseffiana	7 Gal., 30"-36"
#4-19	Copperleaf Inferno	Acalypha Wilkesiana	3 Gal., 14"-18"
#4-20	Copperleaf Inferno	Acalypha Wilkesiana	7 Gals. 30"-36"
#4-21	Copper Leaf Java White	Acalypha Wilkesiana	3 Gal., 14"-18"
#4-22	Copper Leaf Java White	Acalypha Wilkesiana	7 Gals. 30"-36"
#4-23	Croton "Corkscrew"	Croton Codiaeum	3 Gal., 14"-18"
#4-24	Croton "Corkscrew"	Croton Codiaeum	7 Gals. 30"-36"
#4-25	Croton Dreadlocks	Croton Codiaeum	3 Gal., 14"-18"
#4-26	Croton Dreadlocks	Croton Codiaeum	7 Gals. 30"-36"
#4-27	Croton Eleanor Roosevelt	Croton Codiaeum	3 Gal., 14"-18"
#4-28	Croton Eleanor Roosevelt	Croton Codiaeum	7 Gals. 30"-36"
#4-29	Croton Magificent	Codiaeum Variegatum	3 Gal., 14"-18"
#4-30	Croton Magificent	Codiaeum Variegatum	7 Gals. 30"-36"
#4-31	Croton Mr. Iceton	Codiaeum Variegatum	3 Gal., 14"-18"
#4-32	Croton Mr. Iceton	Codiaeum Variegatum	7 Gals. 30"-36"
#4-33	Croton Mammey	Codiaeum Variegatum	3 Gal., 14"-18"
#4-34	Croton Mammey	Codiaeum Variegatum	7 Gals. 30"-36"
#4-35	Croton Gold Dust	Codiaeum Variegatum	3 Gal., 14"-18"
#4-36	Croton Gold Dust	Codiaeum Variegatum	7 Gals. 30"-36"
#4-37	Croton Petra	Codiaeum Variegatum	3 Gal., 14"-18"
#4-38	Croton Petra	Codiaeum Variegatum	7 Gals. 20"-24"
#4-39	Jamican Chocolate	Ensete-Ventricosum (maurellii)	3 Gal., 14"-18"
#4-40	Jamican Chocolate	Ensete-Ventricosum (maurellii)	7 Gals. 30"-36"
#4-41	Yellow Mammey	Codiaeum Variegatum	3 Gal., 14"-18"
#4-42	Yellow Mammey	Codiaeum Variegatum	7 Gals. 30"-36"
#4-43	Schillings Dwarf Holly	Ilex Vomitoria (Schillings Dwarf)	3 Gal., 14"-18"
#4-44	Schillings Dwarf Holly	Ilex Vomitoria (Schillings Dwarf)	7 Gals. 20"-24"
#4-45	Fire Bush	Hamelia Patens	3 Gal., 14"-18"
#4-46	Fire Bush	Hamelia Patens	7 Gal., 24"-36"
#4-47	Fire Cracker	Aesculus Pavia	3 Gal., 14"-18"
#4-48	Green Island Ficus	Ficus Microcarpa	3 Gal., 14"-18"
#4-49	Green Island Ficus	Ficus Microcarpa	7 Gal., 20"-24"
#4-50	Heavenly Bamboo	Nandina Domestica	3 Gal., 14"-18"
#4-51	Indian Hawthorn	Rhaphiolepis Indica	3 Gal., 14"-18"
#4-52	Indian Hawthorn	Rhaphiolepis Indica	7 Gal., 20"-24"
#4-53	Ixora "Petite"	Red Taiwan Dwarf Ixora	3 Gal., 14"-18"
#4-54	Ixora "Petite"	Red Taiwan Dwarf Ixora	7 Gals. 20"-24"
#4-55	Ixora Dwarf Red	Ixora Petite	3 Gal., 10"-14"
#4-56	Ixora Dwarf Red	Ixora Petite	7 Gals. 18"-24"

#4-57	Ixora Nora	Ixora Nora Grant	3 Gal., 10"-14"
#4-58	Ixora Nora	Ixora Nora Grant	7 Gals. 18"-24"
#4-59	Ixora Sunset Yellow Maui	Album	3 Gal., 10"-14"
#4-60	Ixora Sunset Yellow Maui	Album	7 Gals. 18"-24"
#4-61	Japanese Box	Microphylla Japonica	3 Gal., 10"-14"
#4-62	Jasmine Confederate	Trachelospermum Jasminoides	3 Gal., 14"-18"
#4-63	Jasmine Confederate	Trachelospermum Jasminoides	7 Gals. 20"-24"
#4-64	Jasmine Pin Wheel	Tabernaemontana	3 Gal., 14"-18"
#4-65	Jasmine Pin Wheel	Tabernaemontana	7 Gals. 20"-24"
#4-66	Jasmine Star	Trachelospermum Jasminoides	3 Gal., 14"-18"
#4-67	Jasmine Star	Trachelospermum Jasminoides	7 Gals. 20"--24"
#4-68	Plum Delight	Loropetalum Chinense	3 Gal., 14"-18"
#4-69	Plum Delight	Loropetalum Chinense	7 Gals. 20"-24"
#4-70	Podocarpous	Podocarpus Gracilior	3 Gal., 14"-18"
#4-71	Podocarpous	Podocarpus Gracilior	7 Gals. 20"-24"
#4-72	Podocarpous	Podocarpus Gracilior	15 Gal., 4'-6'
#4-73	Red Tip Cocoplum	Chrysobalanus "Red Tip"	3 Gal., 14"-18"
#4-74	Red Tip Cocoplum	Chrysobalanus "Red Tip"	7 Gals. 24"-36"
#4-75	Schefflera Dwarf	Schefflera Arboricola	3 Gal., 14"-18"
#4-76	Schefflera Dwarf	Schefflera Arboricola	7 Gals. 30"-36"
#4-77	Simpson Stopper	Myrcianthes Fragrans	3 Gal., 14"-18"
#4-78	Simpson Stopper	Myrcianthes Fragrans	7 Gals. 24"-36"
#4-79	Simpson Stopper	Myrcianthes Fragrans	25 Gal., 6'-8'
#4-80	Simpson Stopper	Myrcianthes Fragrans	45 Gal., 10'-12'
#4-81	Song of India	Dracaena Reflexa	3 Gal., 14"-18"
#4-82	Song of India	Dracaena Reflexa	7 Gals. 24"-36"
#4-83	Thunbergia Erecta Alba	Thunbergia Erecta	3 Gal., 14"-18"
#4-84	Thunbergia Erecta Alba	Thunbergia Erecta	7 Gals. 24"-36"
#4-85	Trinette	Schefflera Arboricola Trinetta	3 Gal., 14"-18"
#4-86	Trinette	Schefflera Arboricola Trinetta	7 Gals. 24"-36"
#4-87	Viburnum	Sandankwa Viburnum	3 Gal., 14"-18"
#4-88	Viburnum	Sandankwa Viburnum	7 Gals. 24"-36"
#4-89	Wild Coffee	Psychotria Nervosa	3 Gal., 14"-18"
#4-90	Wild Coffee	Psychotria Nervosa	7 Gals. 24"-36"

Ground Cover

#5-1	Dune Sun Flower	Helianthus Debilis	1 Gal., 6"-8"
#5-2	Emerald Blanket	Carissa Bocwood	1 Gal., 6"-8"
#5-3	Emerald Blanket	Carissa Bocwood	1 Gal., 12"-14"
#5-4	Fox Fern	Asparagus Densiflorus Meyersil	1 Gal., 10"-12"
#5-5	Gold Mounte	Duranta Erecta	3 Gal., 14"-18"
#5-6	Gold Mounte	Duranta Erecta	7 Gal., 16"-18"
#5-7	Ground Orchid	Spathogolottis	3 Gal., 12"-14"
#5-8	Ground Orchid	Spathogolottis	1Gal., 6"-8"
#5-9	Juniper Parsoni	Chinensis Parsonii	1 Gal., 10"-12"
#5-10	Juniper Parsoni	Chinensis Parsonii	3 Gal., 14"-16"
#5-11	Natal Plum Dwarf	Carissa Macrovarpa	3 Gal., 14"-16"

#5-12	Natal Plum Dwarf	Carissa Macrovarpa	1 Gal., 6"-10"
#5-13	Pampas grass	Cortaderia Selloana	3 Gal., 24"-26"
#5-14	Pampas grass	Cortaderia Selloana	7 Gal., 26"-32"
#5-15	Peanut Ground Cover	Arachis Pintoii	1 Gal., 6"-8"
#5-16	Verbena (Pink Flower)	Glandularia Maritima	1 Gal., 6"-10"
#5-17	Violet Trumpet Vine	Cyltostoma Callistegioides	1 Gal., 6"-8"

Sod

#6-1	St. Augustine	St. Augustine	Sq. Ft.
#6-2	Bermuda	Bermuda	Sq. Ft.
#6-3	Bahia	Bahia	Sq. Ft.

Fill Dirt

#7-1	50/50 Top soil	50/50 Top soil	Yard
#7-2	80/20 Top Soil	80/20 Top Soil	Yard
#7-3	Comactable fill	Comactable fill	Yard

Mulch

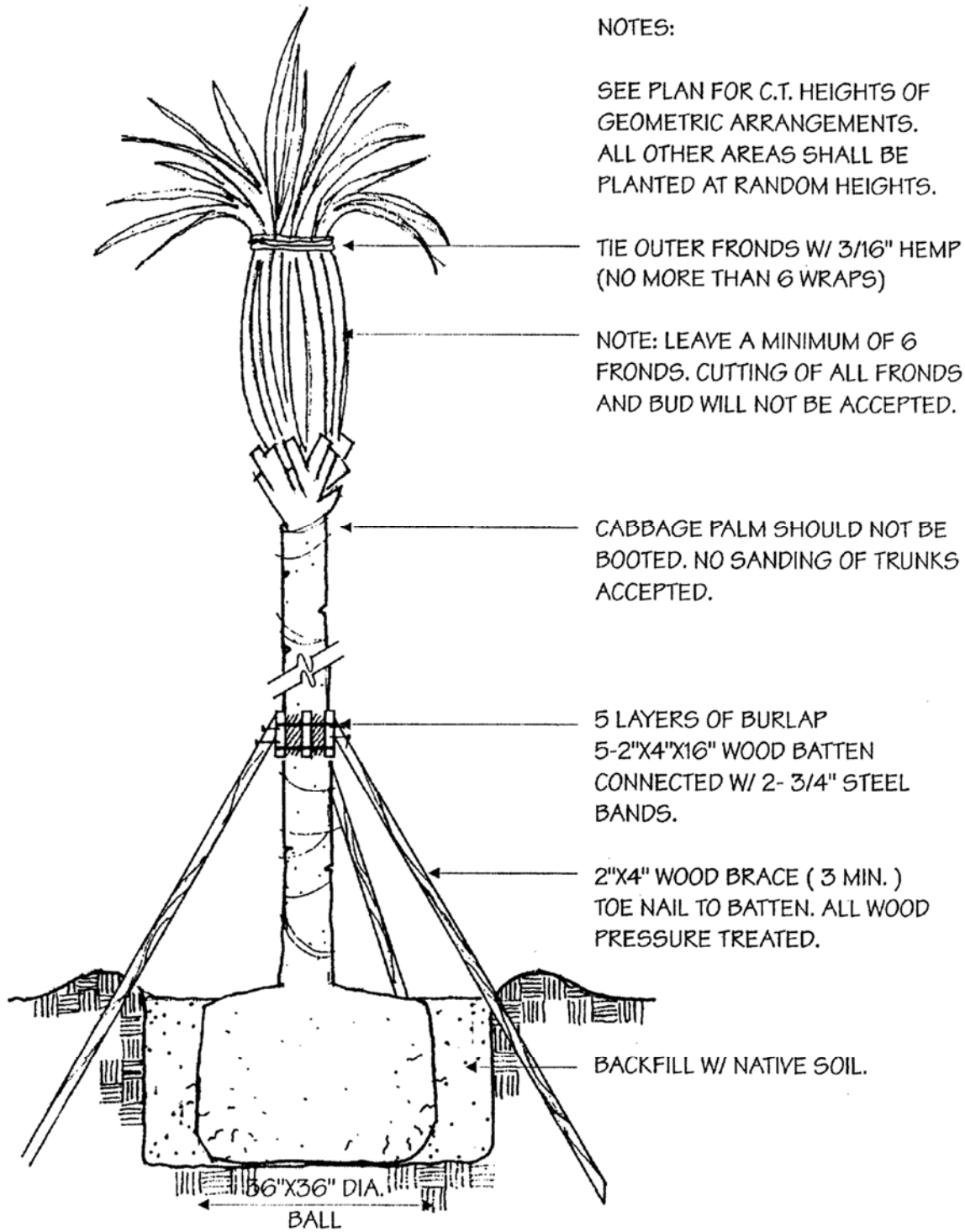
#8-1	Red	Red	Bag
#8-2	Red	Red	Yard
#8-3	Brown	Brown	Bag
#8-4	Brown	Brown	Yard
#8-5	Gold	Gold	Bag
#8-6	Gold	Gold	Yard

Labor and Equipment

#9-1	Foreman	Foreman	Hour
#9-2	Laborer	Laborer	Hour
#9-3	Flagman	Flagman	Hour
#9-4	Dumptruck with operator	Dumptruck with operator	Hour
#9-5	Bobcat with operator	Bobcat with operator	Hour
#9-6	Backhoe with operator	Backhoe with operator	Hour
#9-7	Arrowboard	Arrowboard	Each per day
#9-8	Barricade	Barricade	Each per day
#9-9	Cone	Cone	Each per day

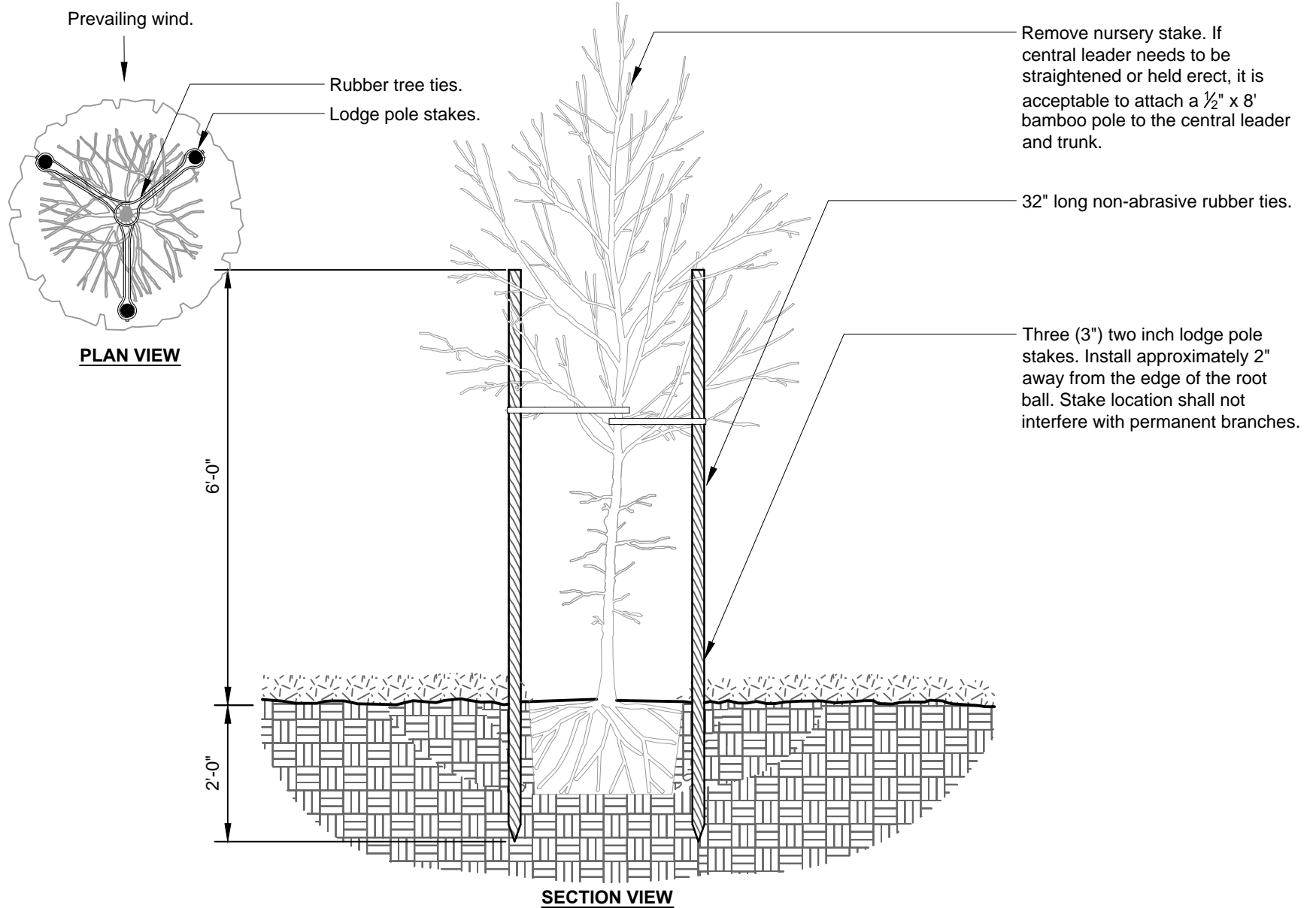


TYPICAL PALM PLANTING/STAKING DETAIL



TYPICAL PALM PLANTING/STAKING DETAIL

NOT TO SCALE 8/96



P-X

TREE STAKING - LODGE POLES (3)

PSPW-23-11 - Citywide Trees, Plants & Other Landscaping Materials



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

Project Details

Project: Citywide Trees, Plants & Other Landscaping Materials

July 2023

prev next

Ref. #: PSPW-23-11

Type: IFB

Status: CLOSED

Open Date: Jun 22nd 2023, 6:00 PM EDT

Intent to Bid Due Date: Jul 18th 2023, 2:00 PM EDT

Questions Due Date: Jul 6th 2023, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: Jul 18th 2023, 2:00 PM EDT

Days Left: Submissions are now closed

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

Project Description:

The City intends to award a pool of contractors to be used on an as-needed basis for various landscaping projects that arise throughout the City. The City intends to enter into agreements with the contractors to hold prices firm until October 1, 2024, for an initial one-year period from award, with the option for five (5) additional one (1) year renewals. During this period the City anticipates spending approximately \$500,000 annually for various projects on an as-needed basis. Proposers may bid on all or some of the materials and services which they are able to provide; this may include furnishing some of the materials only or furnishing, installing, and maintaining all plant materials. The City strongly urges proposers to bid on all line items.

Starting on October 1st of 2024, and then on Oct 1st of each year for the entire term of the Agreement, the per line-item pricing shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft.

1erdale, FL Area for the month of April or 4%, whichever is less but not less than zero.

[Navigation](#)



Status	Event Name	Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jun 22nd 2023, 6:00 PM EDT	N/A
PASSED	Non-mandatory Pre-Bid Meeting	8300 S. Palm Drive, Pembroke Pines, FL 33025.	There will be a non-mandatory scheduled pre-bid meeting on June 29, 2023, at 2:30 p.m. Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Danny Benedit at 954-518-9022. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible. Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.	Jun 29th 2023, 2:30 PM EDT	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jul 6th 2023, 11:30 PM EDT	N/A
PASSED	Anticipated Issuance of Answers to Questions	Online Portal		Jul 11th 2023, 6:00 PM EDT	No
PASSED	Close Date	Online Portal	Deadline for Submissions	Jul 18th 2023, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Jul 18th 2023, 2:00 PM EDT	Yes

Commodity Codes:

 US_NAICS_2017 54132 **Landscape Architectural Services**

 US_NAICS_2017 541320 **Landscape Architectural Services**
Supporting Documentation:
[Skip Top Navigation](#)

Attachment C - Specimen Contract - Supply and Install - Contractual Services Agreement.pdf	Documentation	Attachment C	Jun 22nd 2023, 3:00 PM EDT	Download
Attachment D - Plant - Tree List.pdf	Documentation	Attachment D	Jun 22nd 2023, 3:06 PM EDT	Download
Attachment E - Typical Palm Planting-Staking Detail.pdf	Documentation	Attachment E	Jun 22nd 2023, 3:07 PM EDT	Download
Attachment F - Typical Tree PlantingStaking Detail.pdf	Documentation	Attachment F	Jun 22nd 2023, 3:08 PM EDT	Download
Bonfire FAQs regarding Questionnaires.pdf	Other	Bonfire FAQs regarding Questionnaires	Mar 24th 2022, 1:40 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	Download
PSPW-23-11 Citywide Trees, Plants & Other Landscaping Materials.pdf	Documentation	1) IFB	Jun 22nd 2023, 2:57 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Aug 9th 2022, 3:33 PM EDT	Download
Submission Instructions - PSPW-23-11.pdf	Other	General Bonfire Submission Instructions	Jun 26th 2023, 9:15 AM EDT	Download

Requested Information:

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

Pricing Sheet / Bid Tables

Name	Type	# Files	Requirement	Instructions	Actions
Pricing Sheet (BT-35FQ)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download
Secondary Pricing Sheet (BT-28CZ)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this BidTable.	Download

Questionnaires

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-18AV)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	Download

1

Non-Collusive Affidavit File Type: PDF (.pdf) 1 **REQUIRED**

Optional Documentation

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Proposal Security (Bid Bond Form or Cashier's Check), only required in the event that the proposal exceeds \$200,000	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Alternatives	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers

Vendors	# Files	Actions
Arazoza Brothers Corporation	9	View
BidNet	8	View
Blue Marlin Investments, Inc.	13	View
Cambridge LTD	143	View
COCO TREE SERVICE CORP	10	View
collazoconcepts	11	View
Constructconnect	1	View
ConstructConnect	9	View
ConstructConnect	1	View
Country West Landscape and Design	2	View
Dodge Data & Analytics	9	View
FDJ Tree Service LLC	5	View
Skip Top Navigation		
Enterprise Plus, Inc.	11	View

		View
J Oliva Trucking LLC	13	View
MACCABI LANDSCAPE CORPORATION	35	View
Mainguy Landscape Services	9	View
North America Procurement Council Inc., PBC	9	View
Onvia, Inc	11	View
Sanford Federal, inc dba FAR Group	1	View
Tropical South Landscaping Inc	3	View
Tropical Touch Garden Center Inc	33	View

Interested Subcontractors

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				

 **Messages**

[Public Notices \(1*\)](#)

[Vendor Discussions \(0\)](#)

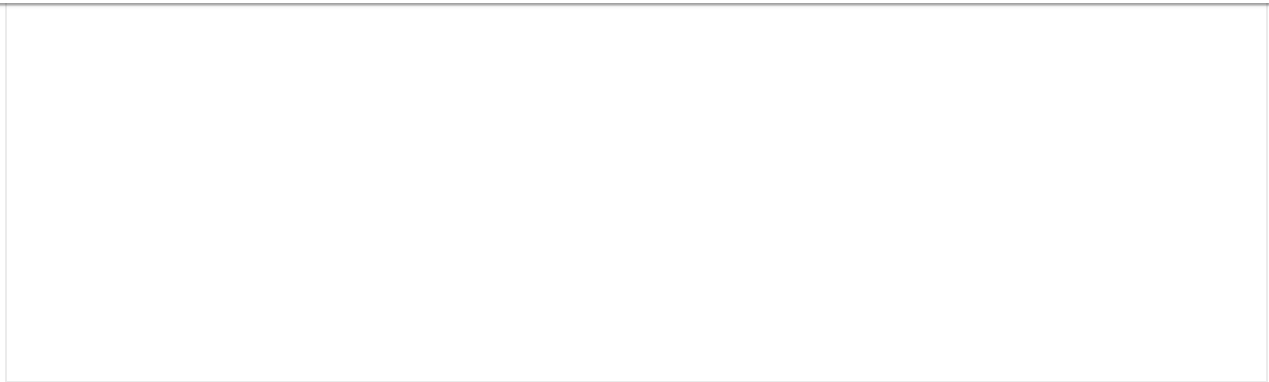
Search

Danny Bedit

Non-Mandatory Scheduled Pre-Bid Meeting (Confirmation)

There will be a non-mandatory scheduled pre-bid meeting on June 29, 2023, at 2:30 p.m. Meeting locatio...

4:30 PM



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

Submissions and Subcontracting

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



Vendor Discussions

No messages



Public Notices

Non-Mandatory Scheduled Pre-Bid Meeting (Confirmation)

Jun 28, 2023 4:30 PM EDT

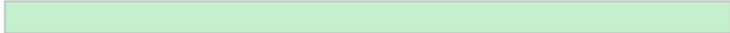




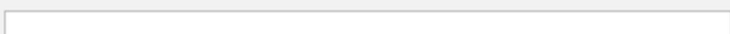

There will be a non-mandatory scheduled pre-bid meeting on June 29, 2023, at 2:30 p.m. Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. In the event that a contractor cannot attend the scheduled pre-bid meeting, or if a contractor would like a follow up visit to the site, they may request a site visit by contacting Danny Benedit at 954-518-9022. We urge all contractors to attend the scheduled meeting, as a separate or follow-up meeting may not be afforded to the requester due to scheduling and availability of staff to assist with any additional meetings. In addition, if making a request for a separate or follow-up meeting, contractors are urged to make these requests as early as possible. Contractors may be required to sign in at any of the meetings to show proof of attendance. It is the vendor's responsibility to make sure that they sign in at the meeting.



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

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

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



Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

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

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

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

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

This section will summarize your responses to those relevant documents.

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

Primary Responses Tropical Touch Garden Center

#	Item	Description	Size/Unit of Measure	Numeric	Text	Total Cost	
				Furnish Only - Unit Price with No Minimum Order Qty.	Vendor Notes		
2163112	#1-1	African Iris	Dietes Iridiodes	3 Gal., 10"-14"	9.5	10"	\$ 9.50
2163113	#1-2	Allamanda Bush	Allamanda Schottii	3 Gal., 12"-16"	8.75	12"	\$ 8.75
2163114	#1-3	Baby Wings Begonias White	Begonia Odorata 'Alba	3 Gal., 8"-10"	9.5	8"	\$ 9.50
2163115	#1-4	Begonia	Begoniaceae	3Gal., 8"-10"	9.5	8"	\$ 9.50
2163116	#1-5	Bird of Paradise	Strelitzia	7 Gal., 2'-4'	40	2'	\$ 40.00
2163117	#1-6	Bird of Paradise	Strelitzia	15 Gal 4'-6'	90	3'	\$ 90.00
2163118	#1-7	Bird of Paradise	Strelitzia	25 Gal. 10'-12'	165	6'	\$ 165.00
2163119	#1-8	Blue Plumbago	Plumbago Auriculata	3 Gal., 12"-14"	9	10"	\$ 9.00
2163120	#1-9	Blue Plumbago	Plumbago Auriculata	7Gal., 20"-24"			-
2163121	#1-10	Bougainvillea Bush	Bougainvillea spectabilis	3 Gal., 12"-14"	9.5	12"	\$ 9.50
2163122	#1-11	Bougainvillea Bush	Bougainvillea spectabilis	7 Gal., 20"-24"	28.5	20"	\$ 28.50
2163123	#1-12	Bridal Bouquet	Plumeria Pudica	3 Gal., 20"-24"	9.5	10"	\$ 9.50
2163124	#1-13	Bridal Bouquet	Plumeria Pudica	7 Gal., 20"-24"	28.5	15"	\$ 28.50
2163125	#1-14	Candle Bush	Cassia Alata	3 Gal., 12"-14"			-
2163126	#1-15	Clusia	Fluminensis	3 Gal., 14"-16"	9.5	14"	\$ 9.50
2163127	#1-16	Clusia	Fluminensis	7 Gal., 24"-36"	25	24"	\$ 25.00
2163128	#1-17	Clusia	Fluminensis	15 Gal. 5'-6'	60	5'	\$ 60.00
2163129	#1-18	Crinum Lily Queen Emma	Amaryllidaceae	7 Gal., 30"-36"	28	30"	\$ 28.00
2163130	#1-19	Crinum Lily Queen Emma	Amaryllidaceae	15 Gal., 3'-5'	45	3'	\$ 45.00
2163131	#1-20	Cordyline (red sister)	Terminalis	3 Gal., 12"-16"	9.5	12"	\$ 9.50
2163132	#1-21	Cordyline (red sister)	Terminalis	7 Gal., 30"-36"	35	30"	\$ 35.00
2163133	#1-22	Ginger Varigated	Alpinia Zerumbet	3 Gal., 14"-18"	10.5	14"	\$ 10.50
2163134	#1-23	Ginger Varigated	Alpinia Zerumbet	7 Gal., 30"-36"	40	30"	\$ 40.00
2163135	#1-24	Green Button Wood	Conocarpus Erectus	7 Gal., 30"-36"	24	30"	\$ 24.00
2163136	#1-25	Green Button Wood	Conocarpus Erectus	15 Gal., 3'-5'	50	3'	\$ 50.00
2163137	#1-26	Hibiscus	Hibiscus	3 Gal., 14"-18"	9.5	12"	\$ 9.50

Primary Responses Tropical Touch Garden Center

#	Item	Description	Size/Unit of Measure	Numeric	Text	Total Cost	
				Furnish & Install - Unit Price with No Minimum Order Qty.	Vendor Notes		
2163484	#1-1	African Iris	Dietes Iridiodes	3 Gal., 10"-14"	\$ 14.50	10"	\$ 14.50
2163485	#1-2	Allamanda Bush	Allamanda Schottii	3 Gal., 12"-16"	\$ 12.50	10"	\$ 12.50
2163486	#1-3	Baby Wings Begonias White	Begonia Odorata 'Alba	3 Gal., 8"-10"	\$ 14.50	8"	\$ 14.50
2163487	#1-4	Begonia	Begoniaceae	3Gal., 8"-10"	\$ 14.50	8"	\$ 14.50
2163488	#1-5	Bird of Paradise	Strelitzia	7 Gal., 2'-4'	\$ 55.00	2"	\$ 55.00
2163489	#1-6	Bird of Paradise	Strelitzia	15 Gal 4'-6'	\$ 105.00	4'	\$ 105.00
2163490	#1-7	Bird of Paradise	Strelitzia	25 Gal. 10'-12'	\$ 195.00	8'	\$ 195.00
2163491	#1-8	Blue Plumbago	Plumbago Auriculata	3 Gal., 12"-14"	\$ 12.50	10"	\$ 12.50
2163492	#1-9	Blue Plumbago	Plumbago Auriculata	7Gal., 20"-24"			-
2163493	#1-10	Bougainvillea Bush	Bougainvillea spectabilis	3 Gal., 12"-14"	\$ 14.50	8"	\$ 14.50
2163494	#1-11	Bougainvillea Bush	Bougainvillea spectabilis	7 Gal., 20"-24"	\$ 32.50	16"	\$ 32.50
2163495	#1-12	Bridal Bouquet	Plumeria Pudica	3 Gal., 20"-24"	\$ 14.50	10"	\$ 14.50
2163496	#1-13	Bridal Bouquet	Plumeria Pudica	7 Gal., 20"-24"	\$ 32.50	18"	\$ 32.50
2163497	#1-14	Candle Bush	Cassia Alata	3 Gal., 12"-14"			-
2163498	#1-15	Clusia	Fluminensis	3 Gal., 14"-16"	\$ 12.50	12"	\$ 12.50
2163499	#1-16	Clusia	Fluminensis	7 Gal., 24"-36"	\$ 28.50	20"	\$ 28.50
2163500	#1-17	Clusia	Fluminensis	15 Gal. 5'-6'	\$ 75.00	5'	\$ 75.00
2163501	#1-18	Crinum Lily Queen Emma	Amaryllidaceae	7 Gal., 30"-36"	\$ 32.50	30"	\$ 32.50
2163502	#1-19	Crinum Lily Queen Emma	Amaryllidaceae	15 Gal., 3'-5'	\$ 55.00	3'	\$ 55.00
2163503	#1-20	Cordyline (red sister)	Terminalis	3 Gal., 12"-16"	\$ 14.50	12"	\$ 14.50
2163504	#1-21	Cordyline (red sister)	Terminalis	7 Gal., 30"-36"	\$ 45.00	30"	\$ 45.00
2163505	#1-22	Ginger Varigated	Alpinia Zerumbet	3 Gal., 14"-18"	\$ 16.50	14"	\$ 16.50
2163506	#1-23	Ginger Varigated	Alpinia Zerumbet	7 Gal., 30"-36"	\$ 55.00	24"	\$ 55.00
2163507	#1-24	Green Button Wood	Conocarpus Erectus	7 Gal., 30"-36"	\$ 28.50	24"	\$ 28.50

2163508	#1-25	Green Button Wood	Conocarpus Erectus	15 Gal., 3'-5'	\$ 65.00	3'	\$ 65.00
2163509	#1-26	Hibiscus	Hibiscus	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163510	#1-27	Hibiscus	Hibiscus	7 Gal. 30"-36"	\$ 32.50	24"	\$ 32.50
2163511	#1-28	Juniper Blue Point	Juniperus Horizontalis	7 Gal. 42"-48"	\$ 120.00	36"	\$ 120.00
2163512	#1-29	Juniper Blue Point	Juniperus Horizontalis	15 Gal. 5'-6'	\$ 195.00	3'	\$ 195.00
2163513	#1-30	Juniper Blue Point	Juniperus Horizontalis	30 Gal. 8-10'	\$ 325.00	6'	\$ 325.00
2163514	#1-31	Lantana Bandana Red	Acheter Lantana Camara	3 Gal., 14"-18"			-
2163515	#1-32	Lantana Lavender	Lantana Montevidensis	3 Gal., 14"-18"	\$ 14.50	10"	\$ 14.50
2163516	#1-33	Lantana Lavender	Lantana Montevidensis	7 Gal. 30"-36"			-
2163517	#1-34	Lantana White	Camara Blanca	3 Gal., 14"-18"	\$ 16.50	9"	\$ 16.50
2163518	#1-35	Lantana White	Camara Blanca	7 Gal. 30"-36"			-
2163519	#1-36	Oleander Necium	Petite Pink	3 Gal., 14"-18"	\$ 14.50	10"	\$ 14.50
2163520	#1-37	Oleander Necium	Petite Pink	7 Gal. 30"-36"	\$ 35.60	24"	\$ 35.60
2163521	#1-38	Oleander Dwarf	Petite Pink Oleander	3 Gal., 10"-14"	\$ 14.50	6"	\$ 14.50
2163522	#1-39	Oleander Dwarf	Petite Pink Oleander	7 Gal. 10"-14"	\$ 36.50	10"	\$ 36.50
2163523	#1-40	Lily of the Nile	Agapanthus Lily of the Nile	3 Gal., 10"-14"			-
2163524	#1-41	Lily of the Nile	Agapanthus Lily of the Nile	7 Gal. 30"-36"			-
2163525	#1-42	Orange Bird	Strelitzia Reginae	3 Gal., 14"-24"	\$ 16.50	10"	\$ 16.50
2163526	#1-43	Orange Bird	Strelitzia Reginae	7 Gal. 30"-36"	\$ 55.00	24"	\$ 55.00
2163527	#1-44	Peace Lily	Spathiphyllum	3 Gal., 20"-24"	\$ 18.50	12"	\$ 18.50
2163528	#1-45	Peace Lily	Spathiphyllum	7 Gal. 42"-48"			-
2163529	#1-46	Pink Muhly Grass	Muhlenbergia Capillaris	3 Gal., 20"-24"	\$ 12.50	14"	\$ 12.50
2163530	#1-47	Pink Muhly Grass	Muhlenbergia Capillaris	7 Gal. 30"-36"			-
2163531	#1-48	Purple Ground Orchid	Spathoglottis Pictata	3 Gal., 14"-24"	\$ 18.50	12"	\$ 18.50
2163532	#1-49	Xanadu	Philodendron	3 Gal., 12"-16"	\$ 16.50	10"	\$ 16.50
2163533	#1-50	Xanadu	Philodendron	7 Gal. 20"-24"	\$ 38.00	16"	\$ 38.00

\$ 1,940.10

2163534	#2-1	Balsam Apply	Clusia rosea "Pitch Apple"	25 Gal., 10'-12'	\$ 295.00	10'	\$ 295.00
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2163535	#2-2	Balsam Apply	Clusia rosea "Pitch Apple"	45 Gal. 12'-14'	\$ 450.00	12'	\$ 450.00
2163536	#2-3	Balsam Apply	Clusia rosea "Pitch Apple"	FG, 16'-20'			-
2163537	#2-4	Bottlebrush Weeping	Callistemom	25 Gal., 10'-12'	\$ 295.00	6'	\$ 295.00
2163538	#2-5	Bottlebrush Weeping	Callistemom	45 Gal. 12'-14'	\$ 550.00	9'	\$ 550.00
2163539	#2-6	Bottlebrush Weeping	Callistemom	FG, 18'-20'			-
2163540	#2-7	Brazilian Beauty Leaf	Calophyllum Basilense	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163541	#2-8	Brazilian Beauty Leaf	Calophyllum Basilense	45 Gal. 12'-14'	\$ 595.00	12'	\$ 595.00
2163542	#2-9	Brazilian Beauty Leaf	Calophyllum Basilense	FG, 18'-20'			-
2163543	#2-10	Cassia Javanica	Apple Blossom Shower	25 Gal., 10'-12'			-
2163544	#2-11	Cassia Javanica	Apple Blossom Shower	45 Gal., 12--14'			-
2163545	#2-12	Cassia Javanica	Apple Blossom Shower	FG, 18'-20'			-
2163546	#2-13	Cassia Marinata	Cassia Roxburghii	25 Gal., 10'-12'			-
2163547	#2-14	Cassia Marinata	Cassia Roxburghii	45 Gal., 12'-14'			-
2163548	#2-15	Cassia Marinata	Cassia Roxburghii	FG, 18'-20'			-
2163549	#2-16	Cassia Pink/Coral Shower	Cassia Grandis	25 Gal., 10'-12'			-
2163550	#2-17	Cassia Pink/Coral Shower	Cassia Grandis	45 Gal., 12'-14'			-
2163551	#2-18	Cassia Pink/Coral Shower	Cassia Grandis	FG, 18'-20'			-
2163552	#2-19	Cassia Roxburghii	Cassia Roxburghii	25 Gal., 10'-12'			-
2163553	#2-20	Cassia Roxburghii	Cassia Roxburghii	45 Gal., 12'-14'			-
2163554	#2-21	Cassia Roxburghii	Cassia Roxburghii	FG, 18'-20'			-
2163555	#2-22	Coral Shower	Cassi Grandis Pink Coral	25 Gal., 10'-12'			-
2163556	#2-23	Coral Shower	Cassi Grandis Pink Coral	45 Gal., 12'-14'			-
2163557	#2-24	Coral Shower	Cassi Grandis Pink Coral	FG, 18'-20'			-
2163558	#2-25	Crape Myrtle (Multi)	Largerstroemia	25 Gal., 10'-12'	\$ 295.00	10'	\$ 295.00
2163559	#2-26	Crape Myrtle (Multi)	Largerstroemia	45 Gal., 12'-14'	\$ 450.00	12'	\$ 450.00
2163560	#2-27	Crape Myrtle (Multi)	Largerstroemia	FG, 18'-20'			-
2163561	#2-28	Crape Myrtle Queen	Largerstroemia	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163562	#2-29	Crape Myrtle Queen	Largerstroemia	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00

2163563	#2-30	Crape Myrtle Queen	Largerstroemia	FG, 18'-20'			-
2163564	#2-31	Dahoon Holly	East Palatka Holly	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163565	#2-32	Dahoon Holly	East Palatka Holly	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163566	#2-33	Dahoon Holly	East Palatka Holly	FG, 18'-20'			-
2163567	#2-34	Eucalyptus Rainbow	Eucalyptus Deglupta	25 Gal., 10'-12'			-
2163568	#2-35	Eucalyptus Rainbow	Eucalyptus Deglupta	45 Gal., 12'-14'			-
2163569	#2-36	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	25 Gal., 10'-12'			-
2163570	#2-37	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	45 Gal., 12'-14'			-
2163571	#2-38	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	FG, 18'-20'			-
2163572	#2-39	Fern Podocarpus	Podocarpus Gracilior - Fern Podocarpus	FG, 20'-22'			-
2163573	#2-40	Gold Medallion Tree	Cassia Leptophylla	25 Gal., 10'-12'			-
2163574	#2-41	Gold Medallion Tree	Cassia Leptophylla	45 Gal., 12'-14'			-
2163575	#2-42	Gold Medallion Tree	Cassia Leptophylla	FG, 18'-20'			-
2163576	#2-43	Gold Trumpet	TabebuiaUmbellata	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163577	#2-44	Gold Trumpet	TabebuiaUmbellata	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163578	#2-45	Gold Trumpet	TabebuiaUmbellata	FG, 18'-20'			-
2163579	#2-46	Green Button Wood	Conocarpus Erectus	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163580	#2-47	Green Button Wood	Conocarpus Erectus	45 Gal., 12'-14'	\$ 600.00	12'	\$ 600.00
2163581	#2-48	Green Button Wood	Conocarpus Erectus	FG, 18'-20'			-
2163582	#2-49	Gumbo Limbo	Bursera Simaruba	25 Gal., 10'-12'	\$ 295.00	10'	\$ 295.00
2163583	#2-50	Gumbo Limbo	Bursera Simaruba	45 Gal., 12'-14'	\$ 450.00	12'	\$ 450.00
2163584	#2-51	Gumbo Limbo	Bursera Simaruba	FG, 18'-20'			-
2163585	#2-52	Italian Cypress	Cupressus Sempervirens	25 Gal., 10'-12'	\$ 750.00	10'	\$ 750.00
2163586	#2-53	Italian Cypress	Cupressus Sempervirens	45 Gal., 12'-14'	\$ 850.00	12'	\$ 850.00
2163587	#2-54	Italian Cypress	Cupressus Sempervirens	FG, 18'-20'			-
2163588	#2-55	Jacaranda	Jacaranda Mimosifolia	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163589	#2-56	Jacaranda	Jacaranda Mimosifolia	45 Gal., 12'-14'	\$ 650.00	12'	\$ 650.00
2163590	#2-57	Jacaranda	Jacaranda Mimosifolia	FG, 18'-20'			-

2163591	#2-58	Jamaica Caper	Capparis Cynophallophora	25 Gal., 10'-12'			-
2163592	#2-59	Jamaica Caper	Capparis Cynophallophora	45 Gal., 12'-14'			-
2163593	#2-60	Jamaica Caper	Capparis Cynophallophora	FG, 18'-20'			-
2163594	#2-61	Japanese Fern	Filicium Decipiens	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163595	#2-62	Japanese Fern	Filicium Decipiens	45 Gal., 12'-14'	\$ 800.00	12'	\$ 800.00
2163596	#2-63	Japanese Fern	Filicium Decipiens	FG, 18'-20'			-
2163597	#2-64	Japanese Fern	Filicium Decipiens	25 Gal., 10'-12'			-
2163598	#2-65	Japanese Blue Berry	Elaeocarpus Decipiens	45 Gal., 12'-14'	\$ 650.00	12'	\$ 650.00
2163599	#2-66	Japanese Blue Berry	Elaeocarpus Decipiens	FG, 18'-20'			-
2163600	#2-67	Ligustrum	Ligustrum Japonicum	25 Gal., 10'-12'	\$ 325.00	10'	\$ 325.00
2163601	#2-68	Ligustrum	Ligustrum Japonicum	45 Gal., 12'-14'			-
2163602	#2-69	Juniper Blue Pacific	Juniperus Conferta	7 Gal., 3'-5'	\$ 195.00	2'	\$ 195.00
2163603	#2-70	Juniper Blue Pacific	Juniperus Conferta	25 Gal. 10'-12'	\$ 275.00	6'	\$ 275.00
2163604	#2-71	Live Oak	Quercus Virginiana	25 Gal., 10'-12'	\$ 395.00	10'	\$ 395.00
2163605	#2-72	Live Oak	Quercus Virginiana	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163606	#2-73	Live Oak	Quercus Virginiana	FG, 18'-20'			-
2163607	#2-74	Magnolia	Magnolia Grandiflora	25 Gal., 10'-12'	\$ 395.00	10'	\$ 395.00
2163608	#2-75	Magnolia	Magnolia Grandiflora	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163609	#2-76	Magnolia	Magnolia Grandiflora	FG, 18'-20'	\$ 2,000.00	18'	\$ 2,000.00
2163610	#2-77	Orange Geiger	Cordia Sebestena	25 Gal., 10'-12'	\$ 495.00	10'	\$ 495.00
2163611	#2-78	Orange Geiger	Cordia Sebestena	45 Gal., 12'-14'	\$ 625.00	12'	\$ 625.00
2163612	#2-79	Orange Geiger	Cordia Sebestena	FG, 18'-20'			-
2163613	#2-80	Pink Tab	Tabebuia Caraiba	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163614	#2-81	Pink Tab	Tabebuia Caraiba	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163615	#2-82	Pink Tab	Tabebuia Caraiba	FG, 18'-20'			-
2163616	#2-83	Pink Trumpet	Tabebuia Chrysostricha	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163617	#2-84	Pink Trumpet	Tabebuia Chrysostricha	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163618	#2-85	Pink Trumpet	Tabebuia Chrysostricha	FG, 18'-20'			-

2163619	#2-86	Powder Puff Tree	Combretum Constrictum	25 Gal., 10'-12'	\$ 395.00	8'	\$ 395.00
2163620	#2-87	Powder Puff Tree	Combretum Constrictum	45 Gal., 12'-14'			-
2163621	#2-88	Powder Puff Tree	Combretum Constrictum	FG, 18'-20'			-
2163622	#2-89	Royal Poinciana	Delonix Regia	25 Gal., 10'-12'	\$ 395.00	10'	\$ 395.00
2163623	#2-90	Royal Poinciana	Delonix Regia	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163624	#2-91	Royal Poinciana	Delonix Regia	FG, 18'-20'			-
2163625	#2-92	Spanish Stopper	Eugenia Foetida	25 Gal., 10'-12'	\$ 395.00	10'	\$ 395.00
2163626	#2-93	Spanish Stopper	Eugenia Foetida	45 Gal., 12'-14'	\$ 650.00	12'	\$ 650.00
2163627	#2-94	Spanish Stopper	Eugenia Foetida	FG, 18'-20'			-
2163628	#2-95	Verawood	Bulnesia Arborea	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163629	#2-96	Verawood	Bulnesia Arborea	45 Gal., 12'-14'	\$ 750.00	12'	\$ 750.00
2163630	#2-97	Yellow Poinciana	Delonix Regia	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163631	#2-98	Yellow Poinciana	Delonix Regia	45 Gal., 12'-14'	\$ 750.00	12'	\$ 750.00
2163632	#2-99	Yellow Poinciana	Delonix Regia	FG, 18'-20'			-
2163633	#2-100	Slash Pine	Tabebuia Caraiba	25 Gal., 10'-12'	\$ 350.00	10'	\$ 350.00
2163634	#2-101	Slash Pine	Tabebuia Caraiba	45 Gal., 12'-14'	\$ 595.00	12'	\$ 595.00
2163635	#2-102	Slash Pine	Tabebuia Caraiba	FG, 18'-20'			-

\$ 26,670.00

2163636	#3-1	Alexander	Ptychosperma Elegans	25 Gal., 10'-12'	\$ 200.00	10'	\$ 200.00
2163637	#3-2	Alexander	Ptychosperma Elegans	45 Gal., 12'-14'	\$ 300.00	12'	\$ 300.00
2163638	#3-3	Alexander	Ptychosperma Elegans	FG, 18'-20' G/W	\$ 550.00	18'	\$ 550.00
2163639	#3-4	Alexandra	Archontophoenix Alexandrae	25 Gal., 10'-12'	\$ 225.00	10'	\$ 225.00
2163640	#3-5	Alexandra	Archontophoenix Alexandrae	45 Gal., 12'-14'	\$ 350.00	12'	\$ 350.00
2163641	#3-6	Alexandra	Archontophoenix Alexandrae	FG, 18'-20' G/W	\$ 575.00	18'	\$ 575.00
2163642	#3-7	Bismarckis	Bismarckia nobilis	45 Gal. 12'-14'	\$ 700.00	12'	\$ 700.00
2163643	#3-8	Bismarckis	Bismarckia nobilis	FG, 18'-20'	\$ 1,500.00	18'	\$ 1,500.00
2163644	#3-9	Bottle	Hyophorbe Lagenaucalis	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163645	#3-10	Bottle	Hyophorbe Lagenaucalis	45 Gal., 12'-14'	\$ 750.00	12'	\$ 750.00

2163646	#3-11	Bottle	Hyophorbe Lagenicaulis	FG, 18'-20' G/W			-
2163647	#3-12	Canary Island	Phoenix Canariensis	15 Gal., 6'-7'	\$ 450.00	6'	\$ 450.00
2163648	#3-13	Canary Island	Phoenix Canariensis	25 Gal., 10'-12'	\$ 750.00	10'	\$ 750.00
2163649	#3-14	Canary Island	Phoenix Canariensis	45 Gal., 12'-14'	\$ 250.00	12'	\$ 250.00
2163650	#3-15	Canary Island	Phoenix Canariensis	FG, 18'-20' G/W			-
2163651	#3-16	Carpentaria	Carpentaria Acuminata	25 Gal., 10'-12'	\$ 450.00	10'	\$ 450.00
2163652	#3-17	Carpentaria	Carpentaria Acuminata	45 Gal., 12'-14'	\$ 795.00	12'	\$ 795.00
2163653	#3-18	Carpentaria	Carpentaria Acuminata	FG, 18'-20' G/W			-
2163654	#3-19	Chinese Fan	Livistona Chinensis	25 Gal., 10'-12'	\$ 350.00	10'	\$ 350.00
2163655	#3-20	Chinese Fan	Livistona Chinensis	45 Gal., 12'-14'	\$ 750.00	12'	\$ 750.00
2163656	#3-21	Chinese Fan	Livistona Chinensis	FG, 18'-20' G/W			-
2163657	#3-22	Christmas	Adonia Merrillii	25 Gal., 10'-12'	\$ 350.00	10'	\$ 350.00
2163658	#3-23	Christmas	Adonia Merrillii	45 Gal., 12'-14'	\$ 475.00	12'	\$ 475.00
2163659	#3-24	Christmas	Adonia Merrillii	FG, 18'-20' G/W	\$ 495.00	18'	\$ 495.00
2163660	#3-25	Florida Tatch	Thrinax Radiata	25 Gal., 10'-12'	\$ 495.00	6'	\$ 495.00
2163661	#3-26	Florida Tatch	Thrinax Radiata	45 Gal., 12'-14'	\$ 800.00	8'	\$ 800.00
2163662	#3-27	Florida Tatch	Thrinax Radiata	FG, 18'-20' G/W			-
2163663	#3-28	Fox Tail	Wodyyetia Bifurcata	25 Gal., 10'-12'	\$ 395.00	10'	\$ 395.00
2163664	#3-29	Fox Tail	Wodyyetia Bifurcata	45 Gal., 12'-14'	\$ 495.00	12'	\$ 495.00
2163665	#3-30	Fox Tail	Wodyyetia Bifurcata	FG, 18'-20' G/W	\$ 750.00	18'	\$ 750.00
2163666	#3-31	Paurotia Persica	Acoelorrhaphe Wrightii	25 Gal., 10'-12'	\$ 700.00	10'	\$ 700.00
2163667	#3-32	Paurotia Persica	Acoelorrhaphe Wrightii	45 Gal., 12'-14'	\$ 995.00	12'	\$ 995.00
2163668	#3-33	Paurotia Persica	Acoelorrhaphe Wrightii	FG, 18'-20' G/W			-
2163669	#3-34	Phoenix-Reclinata	Reclinata Roebelenii	25 Gal., 10'-12'	\$ 700.00	10'	\$ 700.00
2163670	#3-35	Phoenix-Reclinata	Reclinata Roebelenii	45 Gal., 12'-14'	\$ 1,295.00	12'	\$ 1,295.00
2163671	#3-36	Phoenix-Reclinata	Reclinata Roebelenii	FG, 18'-20' G/W	\$ 2,250.00	18'	\$ 2,250.00
2163672	#3-37	Queen	Syagrus Romanzoffiana	25 Gal., 10'-12'	\$ 295.00	10'	\$ 295.00
2163673	#3-38	Queen	Syagrus Romanzoffiana	45 Gal., 12'-14'	\$ 350.00	12'	\$ 350.00

2163674	#3-39	Queen	Syagrus Romanzoffiana	FG, 18'-20' G/W	\$ 450.00	18'	\$ 450.00
2163675	#3-40	Royal Florida	Roystonea Elata	25 Gal., 10'-12'	\$ 300.00	10'	\$ 300.00
2163676	#3-41	Royal Florida	Roystonea Elata	45 Gal., 12'-14'	\$ 495.00	12'	\$ 495.00
2163677	#3-42	Royal Florida	Roystonea Elata	FG, 18'-20' G/W	\$ 1,850.00	18'	\$ 1,850.00
2163678	#3-43	Royal Florida	Roystonea Elata	FG, 20'-30' G/W	\$ 3,000.00	20'	\$ 3,000.00
2163679	#3-44	Royal Cuban	Roystonea Regia	25 Gal., 10'-12'	\$ 300.00	10'	\$ 300.00
2163680	#3-45	Royal Cuban	Roystonea Regia	45 Gal., 12'-14'	\$ 495.00	12'	\$ 495.00
2163681	#3-46	Royal Cuban	Roystonea Regia	FG, 18'-20' G/W	\$ 1,850.00	18'	\$ 1,850.00
2163682	#3-47	Royal Cuban	Roystonea Regia	FG, 20'-30' G/W	\$ 3,000.00	20'	\$ 3,000.00
2163683	#3-48	Sabal	Sabal Palmetto	25 Gal., 10'-12'	\$ 250.00	10'	\$ 250.00
2163684	#3-49	Sabal	Sabal Palmetto	45 Gal., 12'-14'	\$ 395.00	12'	\$ 395.00
2163685	#3-50	Sabal	Sabal Palmetto	FG, 18'-20' G/W	\$ 450.00	18'	\$ 450.00
2163686	#3-51	Sago	Cycas Revoluta	25 Gal., 2'-3'			-
2163687	#3-52	Sago	Cycas Revoluta	45 Gal., 3'-4'			-
2163688	#3-53	Verawood	Bulnesia Arborea	25 Gal., 10'-12'	\$ 495.00	8'	\$ 495.00
2163689	#3-54	Verawood	Bulnesia Arborea	45 Gal., 12'-14'	\$ 750.00	10'	\$ 750.00
2163690	#3-55	Veitchia	Montgomeryana	25 Gal., 10'-12'	\$ 350.00	10'	\$ 350.00
2163691	#3-56	Veitchia	Montgomeryana	45 Gal., 12'-14'	\$ 495.00	12'	\$ 495.00
2163692	#3-57	Veitchia	Montgomeryana	FG, 18'-20'	\$ 750.00	18'	\$ 750.00
2163693	#3-58	Washingtonia	Washingtonia Robusta	25 Gal., 10'-12'	\$ 350.00	10'	\$ 350.00
2163694	#3-59	Washingtonia	Washingtonia Robusta	45 Gal., 12'-14'	\$ 550.00	12'	\$ 550.00
2163695	#3-60	Washingtonia	Washingtonia Robusta	FG, 18'-20' G/W	\$ 750.00	18'	\$ 750.00
2163696	#3-61	Majesty	Ravenea Rivularis	25 Gal., 10'-12'			-
2163697	#3-62	Majesty	Ravenea Rivularis	45 Gal., 12'-14'			-
2163698	#3-63	Majesty	Ravenea Rivularis	FG, 18'-20' G/W			-

\$ 37,560.00

2163699	#4-1	Chinense Loropetalum	Loropetalum Chinense	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163700	#4-2	Chinense Loropetalum	Loropetalum Chinense	7 Gals. 30"-36"			-

2163701	#4-3	Copper Lead Mardi Gras	Acalypha Wilkesiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163702	#4-4	Copper Lead Mardi Gras	Acalypha Wilkesiana	7 Gals. 30"-36"			-
2163703	#4-5	Copper Leaf Fire Dragon	Acalypha Wilkesiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163704	#4-6	Copper Leaf Fire Dragon	Acalypha Wilkesiana	7 Gals. 30"-36"			-
2163705	#4-7	Copper Leaf Fire Storm	Acalypha Wilkesiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163706	#4-8	Copper Leaf Fire Storm	Acalypha Wilkesiana	7 Gals. 30"-36"			-
2163707	#4-9	Copperleaf Firestorm 3	Acalypha Godseffiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163708	#4-10	Copperleaf Firestorm 4	Acalypha Godseffiana	7 Gals. 30"-36"			-
2163709	#4-11	Copperleaf Halo	Acalypha Godseffiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163710	#4-12	Copperleaf Halo	Acalypha Godseffiana	7 Gals. 30"-36"			-
2163711	#4-13	Copperleaf Java Pink	Acalypha Godseffiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163712	#4-14	Copperleaf Java Pink	Acalypha Godseffiana	7 Gals. 30"-36"			-
2163713	#4-15	Copperleaf Tiki Halo	Acalypha	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163714	#4-16	Copperleaf Tiki Halo	Acalypha	7 Gals. 30"-36"			-
2163715	#4-17	Copperleaf Tiki Whirl	Acalypha Godseffiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163716	#4-18	Copperleaf Tiki Whirl	Acalypha Godseffiana	7 Gal., 30"-36"			-
2163717	#4-19	Copperleaf Inferno	Acalypha Wilkesiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163718	#4-20	Copperleaf Inferno	Acalypha Wilkesiana	7 Gals. 30"-36"			-
2163719	#4-21	Copper Leaf Java White	Acalypha Wilkesiana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163720	#4-22	Copper Leaf Java White	Acalypha Wilkesiana	7 Gals. 30"-36"			-
2163721	#4-23	Croton "Corkscrew"	Croton Codiaeum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163722	#4-24	Croton "Corkscrew"	Croton Codiaeum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163723	#4-25	Croton Dreadlocks	Croton Codiaeum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163724	#4-26	Croton Dreadlocks	Croton Codiaeum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163725	#4-27	Croton Eleanor Roosevelt	Croton Codiaeum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163726	#4-28	Croton Eleanor Roosevelt	Croton Codiaeum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163727	#4-29	Croton Magificent	Codiaeum Variegatum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163728	#4-30	Croton Magificent	Codiaeum Variegatum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50

2163729	#4-31	Croton Mr. Icteton	Codiaeum Variegatum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163730	#4-32	Croton Mr. Icteton	Codiaeum Variegatum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163731	#4-33	Croton Mammey	Codiaeum Variegatum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163732	#4-34	Croton Mammey	Codiaeum Variegatum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163733	#4-35	Croton Gold Dust	Codiaeum Variegatum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163734	#4-36	Croton Gold Dust	Codiaeum Variegatum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163735	#4-37	Croton Petra	Codiaeum Variegatum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163736	#4-38	Croton Petra	Codiaeum Variegatum	7 Gals. 20"-24"	\$ 32.50	26"	\$ 32.50
2163737	#4-39	Jamican Chocolate	Ensete-Ventricosum (maurellii)	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163738	#4-40	Jamican Chocolate	Ensete-Ventricosum (maurellii)	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163739	#4-41	Yellow Mammey	Codiaeum Variegatum	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163740	#4-42	Yellow Mammey	Codiaeum Variegatum	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163741	#4-43	Schillings Dwarf Holly	Ilex Vomitoria (Schillings Dwarf)	3 Gal., 14"-18"	\$ 14.50	7"	\$ 14.50
2163742	#4-44	Schillings Dwarf Holly	Ilex Vomitoria (Schillings Dwarf)	7 Gals. 20"-24"	\$ 36.50	12"	\$ 36.50
2163743	#4-45	Fire Bush	Hamelia Patens	3 Gal., 14"-18"	\$ 10.50	12"	\$ 10.50
2163744	#4-46	Fire Bush	Hamelia Patens	7 Gal., 24"-36"	\$ 28.50	22"	\$ 28.50
2163745	#4-47	Fire Cracker	Aesculus Pavia	3 Gal., 14"-18"	\$ 12.50	12"	\$ 12.50
2163746	#4-48	Green Island Ficus	Ficus Microcarpa	3 Gal., 14"-18"	\$ 10.50	10"	\$ 10.50
2163747	#4-49	Green Island Ficus	Ficus Microcarpa	7 Gal., 20"-24"	\$ 32.50	16"	\$ 32.50
2163748	#4-50	Heavenly Bamboo	Nandina Domestica	3 Gal., 14"-18"	\$ 18.50	9"	\$ 18.50
2163749	#4-51	Indian Hawthorn	Rhaphiolepis Indica	3 Gal., 14"-18"	\$ 12.50	12"	\$ 12.50
2163750	#4-52	Indian Hawthorn	Rhaphiolepis Indica	7 Gal., 20"-24"	\$ 32.50	16"	\$ 32.50
2163751	#4-53	Ixora "Petite"	Red Taiwan Dwarf Ixora	3 Gal., 14"-18"	\$ 12.50	10"	\$ 12.50
2163752	#4-54	Ixora "Petite"	Red Taiwan Dwarf Ixora	7 Gals. 20"-24"	\$ 32.50	18"	\$ 32.50
2163753	#4-55	Ixora Dwarf Red	Ixora Petite	3 Gal., 10"-14"	\$ 12.50	10"	\$ 12.50
2163754	#4-56	Ixora Dwarf Red	Ixora Petite	7 Gals. 18"-24"	\$ 32.50	18"	\$ 32.50
2163755	#4-57	Ixora Nora	Ixora Nora Grant	3 Gal., 10"-14"	\$ 12.50	10"	\$ 12.50
2163756	#4-58	Ixora Nora	Ixora Nora Grant	7 Gals. 18"-24"	\$ 32.50	18"	\$ 32.50

2163757	#4-59	Ixora Sunset Yellow Maui	Album	3 Gal., 10"-14"	\$ 22.00	10"	\$ 22.00
2163758	#4-60	Ixora Sunset Yellow Maui	Album	7 Gals. 18"-24"			-
2163759	#4-61	Japanese Box	Microphylla Japonica	3 Gal., 10"-14"	\$ 14.50	10"	\$ 14.50
2163760	#4-62	Jasmine Confederate	Trachelospermum Jasminoides	3 Gal., 14"-18"	\$ 14.50	9"	\$ 14.50
2163761	#4-63	Jasmine Confederate	Trachelospermum Jasminoides	7 Gals. 20"-24"			-
2163762	#4-64	Jasmine Pin Wheel	Tabernaemontana	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163763	#4-65	Jasmine Pin Wheel	Tabernaemontana	7 Gals. 20"-24"	\$ 32.50	18"	\$ 32.50
2163764	#4-66	Jasmine Star	Trachelospermum Jasminoides	3 Gal., 14"-18"	\$ 14.50	10"	\$ 14.50
2163765	#4-67	Jasmine Star	Trachelospermum Jasminoides	7 Gals. 20"--24"	\$ 32.50	18"	\$ 32.50
2163766	#4-68	Plum Delight	Loropetalum Chinense	3 Gal., 14"-18"	\$ 14.50	10"	\$ 14.50
2163767	#4-69	Plum Delight	Loropetalum Chinense	7 Gals. 20"-24"	\$ 38.50	16"	\$ 38.50
2163768	#4-70	Podocarpus	Podocarpus Gracilior	3 Gal., 14"-18"	\$ 25.00	10"	\$ 25.00
2163769	#4-71	Podocarpus	Podocarpus Gracilior	7 Gals. 20"-24"	\$ 75.00	15"	\$ 75.00
2163770	#4-72	Podocarpus	Podocarpus Gracilior	15 Gal., 4'-6'	\$ 150.00	2'	\$ 150.00
2163771	#4-73	Red Tip Cocoplum	Chrysobalanus "Red Tip"	3 Gal., 14"-18"	\$ 12.50	14"	\$ 12.50
2163772	#4-74	Red Tip Cocoplum	Chrysobalanus "Red Tip"	7 Gals. 24"-36"	\$ 32.50	24.5"	\$ 32.50
2163773	#4-75	Schefflera Dwarf	Schefflera Arboricola	3 Gal., 14"-18"	\$ 12.50	14"	\$ 12.50
2163774	#4-76	Schefflera Dwarf	Schefflera Arboricola	7 Gals. 30"-36"	\$ 32.50	26"	\$ 32.50
2163775	#4-77	Simpson Stopper	Myrcianthes Fragrans	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163776	#4-78	Simpson Stopper	Myrcianthes Fragrans	7 Gals. 24"-36"	\$ 32.50	20"	\$ 32.50
2163777	#4-79	Simpson Stopper	Myrcianthes Fragrans	25 Gal., 6'-8'			-
2163778	#4-80	Simpson Stopper	Myrcianthes Fragrans	45 Gal., 10'-12'			-
2163779	#4-81	Song of India	Dracaena Reflexa	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163780	#4-82	Song of India	Dracaena Reflexa	7 Gals. 24"-36"	\$ 32.50	18"	\$ 32.50
2163781	#4-83	Thunbergia Erecta Alba	Thunbergia Erecta	3 Gal., 14"-18"	\$ 14.50	12"	\$ 14.50
2163782	#4-84	Thunbergia Erecta Alba	Thunbergia Erecta	7 Gals. 24"-36"	\$ 32.50	20"	\$ 32.50
2163783	#4-85	Trinette	Schefflera Arboricola Trinetta	3 Gal., 14"-18"	\$ 12.50	12"	\$ 12.50
2163784	#4-86	Trinette	Schefflera Arboricola Trinetta	7 Gals. 24"-36"	\$ 32.50	20"	\$ 32.50

2163785	#4-87	Viburnum	Sandankwa Viburnum	3 Gal., 14"-18"	\$ 12.50	12	\$ 12.50
2163786	#4-88	Viburnum	Sandankwa Viburnum	7 Gals. 24"-36"	\$ 32.50	20	\$ 32.50
2163787	#4-89	Wild Coffee	Psychotria Nervosa	3 Gal., 14"-18"	\$ 14.50	12	\$ 14.50
2163788	#4-90	Wild Coffee	Psychotria Nervosa	7 Gals. 24"-36"	\$ 36.50	20	\$ 36.50

\$ 1,793.50

2163789	#5-1	Dune Sun Flower	Helianthus Debilis	1 Gal., 6"-8"	\$ 7.50	4	\$ 7.50
2163790	#5-2	Emerald Blanket	Carissa Bocwood	1 Gal., 6"-8"	\$ 5.50	4	\$ 5.50
2163791	#5-3	Emerald Blanket	Carissa Bocwood	1 Gal., 12"-14"	\$ 5.50	6	\$ 5.50
2163792	#5-4	Fox Fern	Asparagus Densiflorus Meyersil	1 Gal., 10"-12"	\$ 5.50	6	\$ 5.50
2163793	#5-5	Gold Mounte	Duranta Erecta	3 Gal., 14"-18"	\$ 12.50	10	\$ 12.50
2163794	#5-6	Gold Mounte	Duranta Erecta	7 Gal., 16"-18"	\$ 32.50	14	\$ 32.50
2163795	#5-7	Ground Orchid	Spathogolottis	3 Gal., 12"-14"	\$ 18.50	10	\$ 18.50
2163796	#5-8	Ground Orchid	Spathogolottis	1Gal., 6"-8"	\$ 10.00	4	\$ 10.00
2163797	#5-9	Juniper Parsoni	Chinensis Parsonii	1 Gal., 10"-12"	\$ 5.50	6	\$ 5.50
2163798	#5-10	Juniper Parsoni	Chinensis Parsonii	3 Gal., 14"-16"	\$ 14.50	10	\$ 14.50
2163799	#5-11	Natal Plum Dwarf	Carissa Macrovarpa	3 Gal., 14"-16"	\$ 14.50	10	\$ 14.50
2163800	#5-12	Natal Plum Dwarf	Carissa Macrovarpa	1 Gal., 6"-10"	\$ 5.50	6	\$ 5.50
2163801	#5-13	Pampas grass	Cortaderia Selloana	3 Gal., 24"-26"	\$ 14.50	18	\$ 14.50
2163802	#5-14	Pampas grass	Cortaderia Selloana	7 Gal., 26"-32"			-
2163803	#5-15	Peanut Ground Cover	Arachis Pintoi	1 Gal., 6"-8"	\$ 6.50	4	\$ 6.50
2163804	#5-16	Verbena (Pink Flower)	Glandularia Maritima	1 Gal., 6"-10"			-
2163805	#5-17	Violet Trumpet Vine	Cyltostoma Callistegioides	1 Gal., 6"-8"			-

\$ 158.50

2163806	#6-1	St. Augustine	St. Augustine	Sq. Ft.	\$ 0.95	SQ FT	\$ 0.95
2163807	#6-2	Bermuda	Bermuda	Sq. Ft.	\$ 0.75	SQ FT	\$ 0.75
2163808	#6-3	Bahia	Bahia	Sq. Ft.	\$ 0.55	SQ FT	\$ 0.55

\$ 2.25

2163809	#7-1	50/50 Top soil	50/50 Top soil	Yard			-
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2163810	#7-2	80/20 Top Soil	80/20 Top Soil	Yard			-
2163811	#7-3	Comactable fill	Comactable fill	Yard			-

2163812	#8-1	Red	Red	Bag			-
2163813	#8-2	Red	Red	Yard			-
2163814	#8-3	Brown	Brown	Bag			-
2163815	#8-4	Brown	Brown	Yard			-
2163816	#8-5	Gold	Gold	Bag			-
2163817	#8-6	Gold	Gold	Yard			-

2163818	#9-1	Foreman	Foreman	Hour	\$ 55.00	HOUR	\$ 55.00
2163819	#9-2	Laborer	Laborer	Hour	\$ 40.00	HOUR	\$ 40.00
2163820	#9-3	Flagman	Flagman	Hour	\$ 35.00	HOUR	\$ 35.00
2163821	#9-4	Dumptruck with operator	Dumptruck with operator	Hour	\$ 95.00	HOUR	\$ 95.00
2163822	#9-5	Bobcat with operator	Bobcat with operator	Hour	\$ 90.00	HOUR	\$ 90.00
2163823	#9-6	Backhoe with operator	Backhoe with operator	Hour	\$ 95.00	HOUR	\$ 95.00
2163824	#9-7	Arrowboard	Arrowboard	Each per day	\$ 25.00	DAY	\$ 25.00
2163825	#9-8	Barricade	Barricade	Each per day	\$ 0.75	DAY	\$ 0.75
2163826	#9-9	Cone	Cone	Each per day	\$ 0.50	DAY	\$ 0.50

\$ 436.25

\$ 68,560.60

Question Set 1: Contact Information Form

#	Question	Response	Comment
Company Information			
1.1.1	Company Name	Tropical Touch Gardens Center Inc	
1.1.2	Company Address	6951 SW 185th Way Southwest Ranches, FL 33332	
Primary Contact for the Project			
1.2.1	Contact Name	Daniel Adler	
1.2.2	Contact Title	VP	
1.2.3	Contact E-mail Address	danieladler@tropicaltouchgarden.com	
1.2.4	Contact Telephone Number	954-445-5142	
Authorized Approver			
1.3.1	Contact Name	Mario Adler	
1.3.2	Contact Title	President	
1.3.3	Contact E-mail Address	madler@tropicaltouchgarden.com	
1.3.4	Contact Telephone Number	954-818-1645	
10 Questions		100.00% Complete	

Question Set 2: Proposer's Background Information

#	Question	Response	Comment
Former Business			
2.1.1	Under what former name has your business operated? Include a description of the business.	Tropical Touch Gardens Center Inc	
2.1.2	At what address was that business located?	6951 SW 185th Way Southwest Ranches, FL 33332	
Past Failure			
2.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
2.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
2.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	
Bankruptcy Petitions			
2.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	No	
Bond Claims			
2.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	No	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
2.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	No	
Criminal Proceedings or Hearings			
2.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	No	
Company Classification			
2.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			
2.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
2.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	HG Construction	HG Construction trimming and remove trees along I-10 in Pensacola, City of Lauderdale Lakes yearly tree trimming, Ashbriitt Storm clean up/trimming
12 Questions		100.00% Complete	

Question Set 3: Vendor Registration Checklist

#	Question	Response	Comment
Vendor Information Form			
3.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
3.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
3.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
3.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Equal Benefits Certification Form			
3.5.1	Which option did you select on the Equal Benefits Certification Form?	D1) Exempt - No Traditional Benefits	
Vendor Drug-Free Workplace Certification Form			
3.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
3.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
3.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
3.9.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Local Business Tax Receipts			
3.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Local Vendor Preference Certification			
3.11.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.	Local Broward County Vendor	
11 Questions		100.00% Complete	

Question Set 4: References Form

#	Question	Response	Comment
Reference #1: Reference Contact Information			
4.1.1	Name of Firm, City, County or Agency	HG Construction	
4.1.2	Address	4806 SW 74 Ct., Miami, FL 33155	
4.1.3	Contact Name	Mario Lignarolo	
4.1.4	Contact Title	Manager	
4.1.5	Contact E-mail Address	mlignarolo@hotmail.com	
4.1.6	Contact Telephone #	305-219-8367	
Reference #1: Project Information			
4.2.1	Name of Contractor Performing the work	Tropical Touch Gardens Center	
4.2.2	Name and location of the project	DOT I-10 Tree Trimming Pensacola	
4.2.3	Nature of the firm's responsibility on the project	Trim and Remove trees along I-10	
4.2.4	Project duration	8 months	
4.2.5	Completion (Anticipated) Date	8 months	
4.2.6	Size of project	1.6 millions	
4.2.7	Cost of project	450000.	
4.2.8	Work for which staff was responsible	Trimming	
Reference #2: Reference Contact Information			
4.3.1	Name of Firm, City, County or Agency	AshBritt Inc.	
4.3.2	Address	565 East Hillsboro Blvd, Deerfield Beach, FL 33441	
4.3.3	Contact Name	Matt Wonchesk	
4.3.4	Contact Title	Manager	
4.3.5	Contact E-mail Address	matt@countywasteinc.net	
4.3.6	Contact Telephone #	239-913-9623	
Reference #2: Project Information			
4.4.1	Name of Contractor Performing the work	Tropical Touch Gardens Center	
4.4.2	Name and location of the project	City of Naples Hurricane Clean up	
4.4.3	Nature of the firm's responsibility on the project	Hurricane Clean up, Trimming, Grinding	
4.4.4	Project duration	7 months	
4.4.5	Completion (Anticipated) Date	7 months	
4.4.6	Size of project	650000.	
4.4.7	Cost of project	300000.	
4.4.8	Work for which staff was responsible	Trimming, remove trash and Grinding	
Reference #3: Reference Contact Information			
4.5.1	Name of Firm, City, County or Agency	City of Lauderdale Lakes Tree Trimming	

4.5.2	Address	4300 NW 36 St, Lauderdale Lakes, FL 33319	
4.5.3	Contact Name	Vincent Richmond	
4.5.4	Contact Title	Stormwater & Grounds Admin	
4.5.5	Contact E-mail Address	vicentr@lauderdalelakes.org	
4.5.6	Contact Telephone #	954-535-2819	
Reference #3: Project Information			
4.6.1	Name of Contractor Performing the work	Tropical Touch Gardens Center	
4.6.2	Name and location of the project	City Complex, Streets and Parks	
4.6.3	Nature of the firm's responsibility on the project	Tree trimming throughout city	
4.6.4	Project duration	1 month	
4.6.5	Completion (Anticipated) Date	1 month	
4.6.6	Size of project	37000.	
4.6.7	Cost of project	18000.	
4.6.8	Work for which staff was responsible	Trimming	
Reference #4: Reference Contact Information			
4.7.1	Name of Firm, City, County or Agency	SFM Landscape Serrvices, LLC	
4.7.2	Address	9700 NW 79 ave, Hialeah, FL 33016	
4.7.3	Contact Name	Robert Montesino	
4.7.4	Contact Title	Manager	
4.7.5	Contact E-mail Address	rmontesino@sfmtservices.com	
4.7.6	Contact Telephone #	305-818-2424	
Reference #4: Project Information			
4.8.1	Name of Contractor Performing the work	Tropical Touch Gardens Center	
4.8.2	Name and location of the project	Metro Zoo Re-develop	
4.8.3	Nature of the firm's responsibility on the project	Landscaping, Trim Trash hauling	
4.8.4	Project duration	3 months	
4.8.5	Completion (Anticipated) Date	3 months	
4.8.6	Size of project	560000.00	
4.8.7	Cost of project	350000.	
4.8.8	Work for which staff was responsible	landscaping trimming trash hauling	
Reference #5: Reference Contact Information			
4.9.1	Name of Firm, City, County or Agency	CrowderGulf LLC	
4.9.2	Address	5629 Commerce Blvd E, Mobile, AL 36619	
4.9.3	Contact Name	Jackie James	
4.9.4	Contact Title	Manager	

4.9.5	Contact E-mail Address	jjames@crowdergulf.com	
4.9.6	Contact Telephone #	251-459-7430	
Reference #5: Project Information			
4.10.1	Name of Contractor Performing the work	Tropical Touch Gardens Center	
4.10.2	Name and location of the project	City Pembroke Pines	
4.10.3	Nature of the firm's responsibility on the project	Hurricane Clean up, Trimming, Grinding	
4.10.4	Project duration	1 month	
4.10.5	Completion (Anticipated) Date	1 month	
4.10.6	Size of project	75000.	
4.10.7	Cost of project	40000	
4.10.8	Work for which staff was responsible	Trimming, remove trash and Grinding	
70 Questions		100.00% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Owner,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature Mario Adler Digitally signed by Mario Adler
Date: 2023.07.18 10:09:04
-04'00'

Title President

Name of Company Tropical Touch Garden Center



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Tropical Touch Garden Center		
Doing Business As (DBA)	S/A		
Primary Business Address	6951 sw 185 way		
	City:	Southwest Ranches	
	State:	Florida	Zip: 33332
	Country:	Broward	
Remit To Address	PO Box 327264		
	City:	Fort Lauderdale	
	State:	FL	Zip: 33332
	Country:	Broward	
Order From Address	6951 sw 185 way		
	City:	Southwest Ranches	
	State:	Florida	Zip: 33332
	Country:	Broward	
Foreign Entity (Yes/No)	NO		
Telephone Number	954-252-0562		
Primary Company E-mail	alezcano@tropicaltouchgarden.com		
Fax	954-252-0564		
Website	w.tropicaltouchgardencenter.com		
DUNS			
Independent Contractor (Yes/No)	NO		
Identification Number	SSN:	FID:	48-1284385

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

CONTACT INFORMATION	
Contact Name (First & Last Name)	Ary Lezcano
Description/Title/Position	Manager
Phone (Voice)	954-252-0562
Phone (Text)	954-818-7836 Opt In (Y/N):
Fax	954-252-0564
E-mail	alezcano@tropicaltouchgarden.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tropical Touch Garden Center Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 6951 SW 185 Way	Requester's name and address (optional)
6 City, state, and ZIP code Southwest Ranches FL 33332	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	8		1	2	8	4	3	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 05/23/2023
------------------	----------------------------	--------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



City of Pembroke Pines

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

1. This sworn statement is submitted Tropical Touch Garden Center Inc
(name of entity submitting sworn statement) whose business address is
6951 SW 185 way, Southwest Ranches, FL 33332
and (if applicable) its Federal Employer Identification Number (FEIN) is
48-1284385. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)

2. My name is Mario Adler and my
(Please print name of individual signing)
relationship to the entity named above is President.

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

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

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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



City of Pembroke Pines

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

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

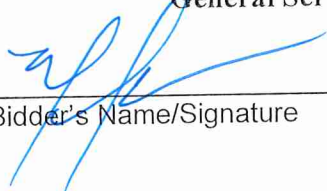
A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

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

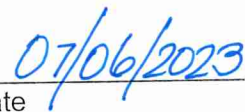
B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

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

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


Bidder's Name/Signature


Company


Date



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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



City of Pembroke Pines

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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

- A. Contractor currently complies with the requirements of this section; or
- B. Contractor will comply with the conditions of this section at the time of contract award; or
- C. Contractor will not comply with the conditions of this section at the time of contract award: or
- D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

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

4. The Contractor is a governmental agency;

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

COMPANY NAME: Tropical Touch Garden Center Inc

AUTHORIZED OFFICER NAME / SIGNATURE: Mario Adler Digitally signed by Mario Adler
Date: 2023.07.06 11:25:43 -04'00'



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

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

SECTION 2 AFFIRMATION

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

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

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

Mario Adler
Digitally signed by Mario Adler
Date: 2023.07.06 11:51:51
-04'00'

Authorized Signature

Mario Adler

Authorized Signer Name

Tropical Touch Garden Center Inc

Company Name



City of Pembroke Pines

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

I, Mario Adler, President, on behalf of Tropical Touch Garden Center Inc,
Print Name and Title Company Name

certify that Tropical Touch Garden Center Inc:
Company Name

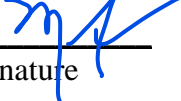
1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has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

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

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

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

Tropical Touch Garden Center
Company Name

Mario Adler 
Print Name / Signature

President
Title



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

1. Definitions:

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

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

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

3. Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Tropical Touch Garden Center Inc

COMPANY NAME: _____

Mario Adler

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

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

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

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

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: Tropical Touch Garden Center Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Mario Adler

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: TROPICAL TOUCH GARDENS CENTER INC**Receipt #:** 324-6777
Business Type: LAWN MAINTENANCE/LANDSCAPE
(LAWN MAINTENANCE/LANDSCAPE)**Owner Name:** MARIO ADLER
Business Location: 6951 SW 185 WAY
SOUTHWEST RANCHES
Business Phone: 954-252-0562**Business Opened:** 12/13/2007
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		6		

Tax Amount	For Vending Business Only			Vending Type:		Total Paid
	Number of Machines:			Vending Type:		
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

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

Mailing Address:MARIO ADLER
6951 SW 185 WAY
SOUTHWEST RANCHES, FL
33332**Receipt #** WWW-21-00258885
Paid 09/20/2022 81.00**2022 - 2023****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

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

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**DBA:**
Business Name: TROPICAL TOUCH GARDENS CENTER INC**Receipt #:** 324-6777
Business Type: LAWN MAINTENANCE/LANDSCAPE
(LAWN MAINTENANCE/LANDSCAPE)**Owner Name:** MARIO ADLER
Business Location: 6951 SW 185 WAY
SOUTHWEST RANCHES
Business Phone: 954-252-0562**Business Opened:** 12/13/2007
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		6		

Signature	For Vending Business Only			Vending Type:		Total Paid
	Number of Machines:			Vending Type:		
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt # WWW-21-00258885
Paid 09/20/2022 81.00



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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

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

OR;

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

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

COMPARISON OF QUALIFICATIONS

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

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: Tropical Touch Garden Center Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Mario Adler 

01944 10/30/10



Certificate of Registration

DR-11
R. 01/11

Issued Pursuant to Chapter 212, Florida Statutes

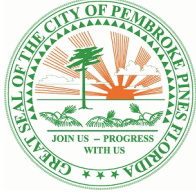
16-8012828784-5	05/08/03	05/01/03	MONTHLY
Certificate Number	Registration Effective Date	Opening Date	Filing Frequency

This certifies that

TROPICAL TOUCH GARDENS CENTER INC
6951 SW 185TH WAY
FORT LAUDERDALE FL 33332-1617

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 15.

File ID: 23-0652

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/11/2023

Short Title: Award of IFB # PSPW-23-11 Citywide Trees, Plants

Final Action: 09/20/2023

Title: MOTION TO AWARD IFB # PSPW-23-11 "CITYWIDE TREES, PLANTS & OTHER LANDSCAPING MATERIALS" TO TROPICAL TOUCH GARDEN CENTER, BLUE MARLIN INVESTMENTS, INC. DBA CAYCO LANDSCAPING, AND MACCABI LANDSCAPE CORPORATION, TO BE USED ON AN AS NEEDED BASIS IN THE ANNUAL AMOUNT NOT TO EXCEED \$500,000.

***Agenda Date:** 09/20/2023

Agenda Number: 15.

Internal Notes:

Attachments: 1. PSPW-23-11 Bid Tabulation, 2. Tropical Touch Gardens Agreement, 3. Exhibit B - Tropical Touch Garden Center - Bid Submittal, 4. Blue Marlin Inc. dba Cayco Agreement, 5. Exhibit B - Blue Marlin Investments, Inc. - Bid Submittal, 6. Maccabi Landscape Corp. Agreement, 7. Exhibit B - Maccabi Landscape Corporation - Bid Submittal, 8. Exhibit A - PSPW-23-11 Citywide Trees, Plants and other Landscaping

Related Files:

1	City Commission	09/20/2023	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo				
Nay: - 0				

MOTION TO AWARD IFB # PSPW-23-11 "CITYWIDE TREES, PLANTS & OTHER LANDSCAPING MATERIALS" TO TROPICAL TOUCH GARDEN CENTER, BLUE MARLIN INVESTMENTS, INC. DBA CAYCO LANDSCAPING, AND MACCABI LANDSCAPE CORPORATION, TO BE USED ON AN AS NEEDED BASIS IN THE ANNUAL AMOUNT NOT TO EXCEED \$500,000.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT"

PROCEDURES, PUBLIC FUNDS.”

- Section 35.15 defines an Invitation for Bid as “A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.”

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

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

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

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

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

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

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

SUMMARY EXPLANATION AND BACKGROUND:

1. On June 7, 2023, the City Commission authorized the advertisement of IFB # PSPW-23-11 "Citywide Trees, Plants, and Other Landscaping Materials", which was advertised on June 22, 2023.
2. The purpose of this solicitation was to provide trees, plants and other landscaping materials throughout the City of Pembroke Pines on an as-needed basis. In addition to furnishing materials, the City is requesting for pricing to install and maintain materials along with additional labor and equipment costs for miscellaneous landscaping projects as they arise.
3. On July 18, 2023, the City opened three (3) bids from the following vendors listed in alphabetical order:

Agenda Request Form Continued (23-0652)

- Blue Marlin Investments, Inc. dba Cayco Landscaping
- Maccabi Landscape Corporation
- Tropical Touch Garden Center

4. The Public Services Department has reviewed the three bids, and has deemed all three vendors responsive/responsible bidders.

5. In addition, Blue Marlin Investments, Inc. has completed the Equal Benefits Certification Form and have stated "Contractor currently complies with the requirements of this section. Maccabi Landscape Corporation has also completed the Equal Benefits Certification Form and is utilizing the following allowable exemption; "Will Comply at the time of contract award." Tropical Touch Garden Center has also completed the Equal Benefits Certification Form and is utilizing the following allowable exemption, "Contractor does not provide benefits to employees' spouses in traditional marriages."

6. Recommend City Commission to award IFB # PSPW-23-11 "Citywide Trees, Plants & other Landscaping Materials" to Tropical Touch Garden Center, Blue Marlin Investments, Inc. dba Cayco Landscaping, and Maccabi Landscape Corporation, to be used on an as needed basis in the annual amount not to exceed \$500,000.

[Reviewed by Commission Auditor.](#)

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$500,000
- b) **Amount budgeted for this item in Account No:** Funds are available in account #001-539-6004-546161-0000-000-0000- (R&M Landscaping) and other accounts within various department budgets.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

Agenda Request Form Continued (23-0652)
