



City of Pembroke Pines

ENVIRONMENTAL SPECIALISTS AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
AIRQUEST ENVIRONMENTAL, INC.

THIS AGREEMENT (“Agreement”), dated September 3, 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

AIRQUEST ENVIRONMENTAL, INC., a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **6851 Southwest 45th Street, Fort Lauderdale, FL 33314** (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 **April 25, 2024**, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to conduct **environmental inspection services to determine the extent of mold and lead that is present in the property and the cost for each repair**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications (RFQ) # PL-24-01
“Environmental Specialists for Residential Home Inspection”

1.2 On **May 21, 2024**, the bids were opened at the offices of the City Clerk.



1.3 On August 21, 2024, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform the environmental inspection services to determine the extent of mold and lead that is present in the property and the cost for each repair 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 of the qualified firms willing and able to perform the environmental inspection services to determine the extent of mold and lead that is present in the property and the cost for each repair for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide the environmental inspection services to determine the extent of mold and lead that is present in the property and the cost for each repair for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP), State Housing Initiatives Partnership (SHIP) Program.**

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's **RFQ # PL-24-01**, 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"**, according to the prices and terms contained therein.

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

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment or project pursuant to the terms and conditions of this Agreement. In the event CONTRACTOR agrees to provide such Services, CITY shall issue a written authorization to proceed. No work may be undertaken without a prior



written authorization from the CITY. Any such Services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.

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

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

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

ARTICLE 3 **TERM AND TERMINATION**

3.1 CONTRACTOR shall provide the Services as required herein and in accordance with **Exhibit "A"**, for a **two (2) year** period which shall commence on the effective date of this Agreement and expire **two (2) years** thereafter, or upon expenditure of all funds in conformance with the requirements of the program, unless terminated sooner by either party.

3.2 **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.

3.3 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **thirty (30) 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.

3.4 **Termination for Cause.** 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 fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 3.4.1 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;
- 3.4.2 CONTRACTOR becomes insolvent;
- 3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 3.4.8 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 CITY's sole compensation to CONTRACTOR for the provision of Services herein required shall be based on the Environmental Inspector's Fee Schedule provided in §4.1.1 herein below. Request for Services is to be submitted by CITY from time to time on an as needed basis to CONTRACTOR pursuant to the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP), State Housing Initiatives Partnership (SHIP) Program, as more specifically provided in **Exhibit "A"**.



4.1.1 Environmental Inspector’s Fee Schedule:

Description	Price, Per Project
Lead Inspection	\$500.00
Mold Inspection	\$650.00
Post-Mold inspection	\$600.00

4.2 Upon completion of the Services identified in each service request, the CITY shall make final inspection of the Services rendered by CONTRACTOR in a reasonable and timely manner. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. If the CITY’s inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement and service request(s) submitted by the CITY, 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.

4.3 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.

4.4 **Method of Billing and Payment.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. CITY shall pay CONTRACTOR on a work progress basis for all Service performed in accordance with this agreement that have been inspected, accepted, and properly invoiced. Invoices submitted by CONTRACTOR shall include the date of service, service performed, hours spent, location of services, and any other information reasonable required by the CITY. The CITY shall within thirty (30) days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s Director of Planning and Economic Development or his or her assignees. Payment will be made to CONTRACTOR at:

Airquest Environmental, Inc.
6851 SW 45th Street
Fort Lauderdale, FL 33314

ARTICLE 5
GUARANTEE OF SERVICES

CONTRACTOR warrants and guarantees that the Services performed hereunder and each individual good or item rendered, including all components and all installed accessories and equipment, shall be fit for its intended use. CONTRACTOR agrees to provide a warranty as to fitness for all goods and items rendered for a period of one hundred and eighty (180) days following acceptance or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement, for each individual good or item, including all components and all installed accessories and equipment.



ARTICLE 6
INDEMNIFICATION

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

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

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

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

ARTICLE 7
INSURANCE

7.1 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.

7.2 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.



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

7.4 Certificates of Insurance shall provide for thirty (30) 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.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) 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.

7.6 REQUIRED INSURANCE.

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

Yes No

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

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

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.



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

Yes No

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

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

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

7.7 REQUIRED ENDORSEMENTS

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

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



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

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

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

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



liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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



ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

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

ARTICLE 15
BANKRUPTCY

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

ARTICLE 16
MERGER; AMENDMENT

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

ARTICLE 17
DISPUTE RESOLUTION

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

ARTICLE 18
PUBLIC RECORDS

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

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

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a



reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

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

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

**ARTICLE 19
SCRUTINIZED COMPANIES**

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

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott



Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

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

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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20

EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

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

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

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

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

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement,



contact Human Resources at (954) 392-2092 or drotstein@ppines.com.

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

ARTICLE 21
EMPLOYMENT ELIGIBILITY

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

21.1.1 **Definitions for this Section.**

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

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

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

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

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

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

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

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited



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

ARTICLE 22

FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

22.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees 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.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or



applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with,



litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").



CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).

Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (22.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (22.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (22.4.1) of this section.

22.4.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause



set forth in paragraph (22.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.5.1 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.5.2 **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

22.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal



Government may pursue available remedies, including but not limited to suspension and/or debarment.

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

22.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under this Agreement.

22.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any



copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund this Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 **Prohibitions.**

22.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.16.1.2 Unless an exception in paragraph 22.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;



22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 **Exceptions.**

22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 22.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.



22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or



images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

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 this Agreement without liability at its discretion,



City of Pembroke Pines

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

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

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 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: **Traci-Anne Whalen – President**
Airquest Environmental, Inc.
6851 Southwest 45th Street
Fort Lauderdale, FL 33314
E-mail: traci@airquestinc.com
Telephone No: (954) 947-3239
Facsimile No: (954) 792-2221

Copy To: **German Navarrete – Deputy Director of Operations**
Airquest Environmental, Inc.
6851 Southwest 45th Street
Fort Lauderdale, FL 33314
E-mail: nnavarrete@airquestinc.com
Telephone No: (954) 947-3425

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

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



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

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

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

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

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

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

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

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.

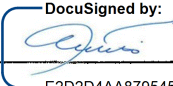
CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

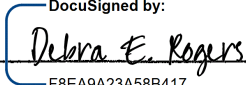
Samuel S. Gore 8/1/24

Print Name: SAMUEL S. GORE
OFFICE OF THE CITY ATTORNEY

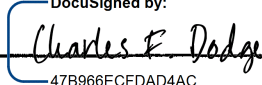
BY: 

MAYOR ANGELO CASTILLO

ATTEST:



DEBRA E. ROGERS, CITY CLERK

BY: 

CHARLES F. DODGE, CITY MANAGER

Signed by: September 3, 2024



CONTRACTOR:

AIRQUEST ENVIRONMENTAL, INC.

Signed By: 

Name: Victor Minacapelli

Title: Associate director of operations & IT



Environmental Specialists for Residential Home Inspection

Request for Qualifications # PL-24-01

General Information		
Project Cost Estimate	Not Applicable	See Section 1.4
Project Timeline	Projects shall be on an as-needed basis, this agreement shall terminate no later than two (2) years after the date of execution.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	May 6, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 21, 2024	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	U.S. Department of Housing and Urban Development (HUD)	Not Applicable

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



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City of Pembroke Pines

ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - **Continuing Services Agreement (Federal)**



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFQ # PL-24-01

Environmental Specialists for Residential Home Inspection

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, May 21, 2024. 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.**



City of Pembroke Pines

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 of Pembroke Pines is seeking to acquire proposals from qualified firms with specialized skills and interest in providing professional services to conduct environmental inspection services to determine the extent of mold and lead that is present in the property and the cost for each repair. The intent of this RFQ is to contract with approximately two (2) or three (3) Environmental Specialists to perform environmental inspections for home health hazards, such as lead and mold.

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



1.2.1 Background

The City of Pembroke Pines receives funds from the U.S. Department of Housing and Urban Development (HUD) through multiple programs including the Community Development Block Grant (CDBG) Program, and HOME Investment Partnerships Program (HOME). In addition, it receives State Housing Initiatives Partnership (SHIP) funds from the Florida Housing Finance Corporation. From time to time, it may receive similar types of funds to carry out similar activities.

The City utilizes a pool of General Contractors, Home Inspectors, and Environmental Specialists for these projects. The pool of contractors for Home Inspectors and Environmental Specialists services is set to expire on August 29, 2024.

The City is issuing RFQ # PL-24-01 "Environmental Specialists for Residential Home Inspection" and RFQ # PL-24-02 "Residential Home Inspection and Cost Estimating Services". These solicitations will replace the existing pool of contractors. Pursuant to regulations of the U.S. Department of Housing and Urban Development, a vendor can only participate in one of the three pools of vendors; therefore, a proposer can only submit a response for one of the two RFQs.

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

1.2.2 Section 3 Compliance

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

1.3 SCOPE OF WORK

1.3.1 Lead Inspection

1. If property was built on or before 1978, a program specialist will contact an environmental inspection company to conduct a lead examination.
2. Results and prices will be provided to The City Contract Housing Administrator along with the steps necessary to nullify the presence of lead.
3. Submit invoice for payment, per program procedures.



1.3.2 Mold Inspection

1. If property is suspected to have a mold issue, the home inspector will report it to the program specialist.
2. An environmental inspection will be requested to determine the presence of mold.
3. A report and prices will be submitted detailing the steps necessary to remove the mold.
4. The contractor will remove the mold and then request a post-mold inspection.
5. Environmental inspector will conduct a post-mold inspection to ensure all of the mold was removed.
6. Submit invoice for payment, per program procedures.

1.4 PROJECT TIMELINE

The Agreement shall take effect as of the date of execution and shall terminate no later than two (2) years after the date of execution of the Agreement by the City Manager, or upon the expenditure of all funds in conformance with the requirements of the respective program, unless terminated sooner by either party.

1.4.1 Post Award Process

1.4.1.1 Approved Pool of Vendors

When the RFQ process is completed and the new pool of vendors is approved by the City Commission, the City's Procurement Division will route the agreements for approval. Upon approval, copies of the executed agreements will be forwarded to the City's Contract Housing Administrator along with the contact information for each approved vendor.

The City's Contract Housing Administrator will add all approved **Home Inspectors** and **Environmental Specialists** to their respective rotation schedule which lists the inspectors in alphabetical order.

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

1.4.1.2 Environmental Inspection Services

Lead Inspections: If the property was built in or before 1978 a lead inspection is



mandatory. Program specialists shall contact the Environmental Specialist to conduct their assessment before the independent Home Inspector. If any lead is present, the Environmental Specialist shall provide a detailed report including corrective action and a cost estimate which shall be used in the work specifications.

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

1.4.1.3 Order of Operations:

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

1.4.2 Fees

1.4.2.1 Environmental Inspector's Fee Schedule



Description	Cost
Lead Inspection	\$500
Mold Inspection	\$650
Post-Mold Inspection	\$600

1.4.3 Contract Performance

1.4.3.1 Specimen Contract

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

1.4.3.2 Manner of Performance

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

1.4.3.3 Poor Performance

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

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

1.5 PROPOSAL REQUIREMENTS

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



The <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.

1.5.1 Questionnaires

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

Tab 1 - Experience and Capabilities (35 points):

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

1. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
2. A minimum of two (2) years of experience is required. Please provide proof of such experience.
3. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
5. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
6. It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.
7. It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.
8. Explain the ability and experience of the field staff with specific attention to project related experience.

Tab 2 - References Form (35 points):

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



explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. 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. The projects listed in this section shall be the firm's best examples of previous projects that are similar in size and scope.

In addition, **do not provide references for City of Pembroke Pines projects.**

Details should include the following:

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

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

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

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



- b. Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.
 - c. How would you organize this project in terms of milestones?
 - d. Identify any issues or concerns of significance that may be appropriate.
 - e. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.
- 2. Quality:**
- a. How do you ensure the quality of your services?
 - i. What criteria do you use to measure your quality?
 - b. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?
 - c. Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.

1.5.2 Other Completed Questionnaires

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

1.5.3 Other Completed Documents:

1. Attachment A: Non-Collusive Affidavit
2. Resume(s)
 - a. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members. Refer to Section 1.5.1 Questionnaires, Tab 1.

1.5.4 Optional Documentation

- 1. Trade Secrets:**
 - b. 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.
 - c. 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.

- d. 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.
- e. 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.

1.6 VENDOR REGISTRATION DOCUMENTS

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

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

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

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 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.

1.6.9 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.

1.6.10 Local Business Tax Receipts

1.6.11 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

a. Lobbying:

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.



1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

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

Criteria	Points
Experience and Capabilities	35 points
References Form	35 points
Firm’s Understanding and Approach to the Work	30 points
Total Points	100 points

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



1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	April 23, 2024
Pre-Bid Meeting	Not Applicable
Question Due Date	May 6, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	May 9, 2024
Proposals will be accepted until	2:00 p.m. on May 21, 2024
Proposals will be opened at	2:30 p.m. on May 21, 2024
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on May 21, 2024**.

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

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

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

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

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	Can I include multiple parties in my response?
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Answer	Yes, however, the City of Pembroke Pines will only pay one party for the work that is rendered. For instance, one party will receive the check as if they are the prime contractor and would have to pay the other parties as they would normally pay subcontractors.
Question # 2	With respect to the inspection part, are these inspectors required to complete the housing quality standard form?
Answer	Inspectors will use the inspection form that mirrors HUD's housing quality standard form. However, inspectors will be provided with rehabilitation standards adopted by the City as a guide to complete inspections and work specifications.
Question # 3	All the inspector has to do is issue reports and cost estimates?
Answer	<p>The general inspector must perform comprehensive inspection accompanied by checklist and photos as well as a detailed write up/works specifications on the repairs needed. The work specifications submitted to the City should have cost estimates. If any environmental inspections have been ordered on the property and mitigation is required, the general inspector will incorporate the mitigation steps in the overall work specs that the contractors will bid on.</p> <p>Environmental inspectors will be required to complete inspection requested, provide formal written report, photos and mitigation required. These reports should also have a cost estimate.</p>

1.10.2 INSURANCE QUESTIONS

Question # 4	In regards to the Professional Liability / Errors & Omissions Insurance. Usually this type of insurance is not taken by construction companies, except in special cases such as this. The cost of this insurance is significant. Could this coverage be added to our liability insurance certificate at the time of signing a contract with the city rather than now?
Answer	Professional Liability / Errors & Omissions Insurance in no longer required. Please see section 2.6.5 is marked as NO.

1.10.3 BONDING QUESTIONS

Question # 5	Will this project require the company to have Bonding?
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Answer	Due to the budgeted amount for each project, these projects will not be subject to federal bonding requirements.
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1.10.4 LICENSE QUESTIONS

Question # 6	On April 22, 2008, EPA issued a rule requiring the use of lead-safe practices and other actions aimed at preventing lead poisoning. Under the rule, beginning April 22, 2010, contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. In other words, after April 22, 2010, federal law requires that contractors who perform renovation, repairs, and painting jobs should hold a valid EPA Certified Renovator per HUD 40CFR. The EPA certification is a 90 day process from course approved + application, to final certification. Therefore, this EPA certification must be part of the firm qualification documents. Please advise.
Answer	Contractors must submit a current and valid Certified-EPA Renovator’s certificate with their bid packages.
Question # 7	What specific state/local licenses are required?
Answer	Requirements vary by occupation and services that are performed by the contractor. Firms should know what state/local licenses are needed for them to perform the required services.
Question # 8	Is the Certified EPA Renovator's Certificate a requirement for qualifying or just for jobs on pre-1978 structures?
Answer	If any of the upcoming home repair projects require environmental inspections, the City feels that requiring the EPA Renovator's Certificate is best practice because it allows all of the environmental jobs to be rotated through certified Environmental Inspectors.

1.10.5 FUNDING QUESTIONS

Question # 9	Are you doing a combination of DRI and CDBG to fund this home repair program?
Answer	The City will utilize federal CDBG, HOME and other funding sources as available. The program utilizes one streamlined process to capture the most restrictive program’s requirement.
Question # 10	Please provide the estimated cost budget for this project.



Answer	The budget for each project is dependent on the program. Please contact the City’s Contract Housing Administrator.
Question # 11	What is the maximum amount that you propose to give to an eligible homeowner?
Answer	The City provides a maximum amount depending on the program. Please contact the City’s Contract Housing Administrator.
Question # 12	A lot of times when you use that housing quality standard, once you identify a deficiency, we somewhat have an obligation to correct that deficiency even if it goes over the \$90,000. Do you have some type of strategy in mind for these projects?
Answer	Code, health and safety are priority items that will be addressed. If a project is cost prohibitive, the City reserves the right to not fund the project. If the project is suitable and funds are available, the unit can be assisted under the City’s substantial rehabilitation program. The majority of repairs can be assisted within the maximum budget due to the condition of the housing stock.
Question # 13	How many houses/projects are anticipated?
Answer	This varies as it is dependent on state/federal funding.
Question # 14	In terms of the draw schedule, how is mobilization addressed? If contractors only get paid upon 100% of completion of the job and satisfaction by the owner, what if you have a disgruntled owner, do you have something in place to circumvent that?
Answer	General contractors are paid upon 100% upon completion of the project. If the program inspection and building inspections indicate the work was done according to the approved work specifications, then there is no justification to withhold payment from a contractor.

1.10.6 SECTION 3 BUSINESS CONCERN QUESTIONS

Question # 15	Why do you require Certified Section # 3 business and concern?
Answer	Section 3 is a federal requirement that the City of Pembroke Pines must comply with. It is designed to create employment and training opportunities for residents living in the areas receiving federal funding.
Question # 16	Certified Section 3 Business Concern: Usually this type of service (inspections and estimates) is conducted only for the qualifier; not for



	employees. There is a special reason this Certified Section 3 Business Concern is required?
Answer	That is correct. Only the qualified person can perform the inspections. The section 3 employee can be the qualifier but does not have to be. For example, if an inspection firm needs to hire part-time clerical support as a result of being selected in the inspector’s pool, then that would trigger section 3 compliance. Please refer to the 3 ways to qualify as a section 3 business concern.
Question # 17	Does Section 3 only apply for new hires?
Answer	Yes, Section 3 only applies to new hires.
Question # 18	Companies qualified as Section 3 in Miami Dade County meet with the requirements for this proposal? Or have to be independently qualified as Section 3 for Broward County?
Answer	Because the income guidelines are different for Broward and Miami-Dade, you will have to certify to Broward County’s income guidelines and preferably hire someone from Pembroke Pines, but no further than beyond the Broward County jurisdiction. Section 3 is based on income and location of the employees.



SECTION 2 - INSURANCE REQUIREMENTS

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



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\$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



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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.



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- 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



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unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

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

3.14 TAX EXEMPT STATUS

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

3.15 CONTRACT TIME

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

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

3.16 COPYRIGHT OR PATENT RIGHTS

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

3.17 PUBLIC ENTITY CRIMES

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

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

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

3.18 CONFLICT OF INTEREST

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

3.19 FACILITIES



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.



City of Pembroke Pines

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.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Amount:

Yes No

A Proposal Security shall not be required for this project.

Yes No

A Proposal Security shall be required, only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.

Yes No

A Proposal Security shall be required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.

Note - Contingency is not to be counted in the total amount the proposal security is based on.

Proposal Security Requirements: For projects in which Proposal Securities are required, each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida. The agent or attorney in fact or other officer who signs a Bid Bond

for a surety company must file with such bond a certified copy of their power of attorney authorizing them to do so.

Scanned Proposal Security: For projects in which Proposal Securities are required, Proposers must submit a scanned copy of their Proposal Security (certified check, cashier's check or a Bid Bond) with their bid submittal through Bonfire.

Physical Proposal Security: For projects in which Proposal Securities are required, Proposers should also submit their original Proposal Security (certified check, cashier's check or a Bid Bond) at time of the bid due date, or they may be deemed as non-responsive. The original Proposal Security should be in a sealed envelope, plainly marked "**BID SECURITY – RFQ # PL-24-01 Environmental Specialists for Residential Home Inspection**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, Florida, 33025.

Opportunity to Cure: In the event that the proposer fails to submit the scanned and/or the physical proposal security, in the City's sole discretion, the City may allow the proposer to furnish the proposal security within 3 days of written notice of deficiency.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.



Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that the Proposer has not been notified of the acceptance of their Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening.

4.2 PAYMENT AND PERFORMANCE BONDS

Payment and Performance Bond Amount:

Yes No

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

Yes No

Regardless of the awarded contract amount, two (2) separate bonds (Payment and Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Yes No

In the event that the awarded contract exceeds \$200,000, two (2) separate bonds (Payment & Performance Bonds) are required, and both must be approved by the City. The penal sum stated in each bond shall be 100% of the contract price.

Note - Contingency is not to be counted in the total amount the payment and performance bonds are based on.

Coverage Period: The surety company shall only cover the period of performance /

construction and not the labor warranty nor the manufacturer's warranty periods.

Successful Proposer: Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond.

Minimum Requirements of Surety: Each bond shall be written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Performance Bond: The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract.

Payment Bond: The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and



supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

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

4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency

funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

4.4 TAX SAVER PROGRAM

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

4.5 RELEASE OF LIEN

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

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

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



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

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

4.7 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL

GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alteration or repair of public buildings or public works project is **funded or assisted under one or more Federal**



statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA or other administering Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905)



City of Pembroke Pines

are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such

disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the



required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business

enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT

CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

M. REPORTING & RETENTION OF RECORDS

Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the U.S. Department of Housing and Urban Development, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and



transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement. Notwithstanding any other requirement set forth in this solicitation or the resulting agreement, all required records shall be retained for at minimum three (3) years after final payments and all other pending matters are closed.

N. RIGHTS TO INVENTIONS

CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

O. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

P. DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

R. FRAUDULENT STATEMENTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

S. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of



any system, or as critical technology as part of any system.

(2) **Exceptions.** This Section does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(3) **Reporting requirement.** In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or

recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

T. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

U. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute



copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

V. PERSONALLY IDENTIFIABLE INFORMATION

In accordance with 2 C.F.R. §200.303, regarding internal controls of a non-Federal entity, CONTRACTOR must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a CONTRACTOR or employee should experience any loss or potential loss of PII, the CITY shall be notified immediately of the breach or potential breach.

W. RIGHTS IN DATA

Except if otherwise agreed to in writing, the CITY shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters

concerning the research and reporting tasks required.

X. INSPECTION AND ACCEPTANCE

(a) The CITY has the right to review, require correction, if necessary, and accept the work products produced by the CONTRACTOR. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the CONTRACTOR. Any product of work shall be deemed accepted as submitted if the CITY does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to the CITY within seven (7) days of notification or a later date if extended by the CITY.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected work remains unacceptable, the CITY may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

Y. DOCUMENTATION OF COSTS

All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.

Z. DRUG FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-



5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

**AA. ADMINISTRATIVE,
CONTRACTUAL OR LEGAL
REMEDIES**

If the Contractor fails to perform to the City's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the Federal/State sponsor's interests and ensure the Contractor is fully aware of its responsibilities, as well as the remedies that will be available to the City and Federal/State sponsor for nonperformance. "Nonperformance" by the Contractor is any failure to follow the terms of the contract.

BB. PROHIBITIONS OF GRATUITIES

By submission of a bid, the Contractor certifies that no employee of the Contractor has or shall benefit financially or materially from such bid or resulting contract. Any resulting contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.



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/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	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 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: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY CANCELLATION SHALL BE IN WRITING AND SHALL BE MAIL 30 DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE

City Must Be Named as Certificate Holder



City of Pembroke Pines

AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
((VENDOR))

THIS AGREEMENT (“Agreement”), is dated _____,
 (“Effective Date”) is entered into by and between:

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

and

((((VENDOR)))), a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **(((ADDRESS)))** (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 _____, the CITY advertised its notice to bidders of the CITY's desire to engage qualified firms to conduct _____, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

Request for Qualifications (RFQ) # _____
“ _____ ”

1.2 On _____, the bids were opened at the offices of the City Clerk.



City of Pembroke Pines

1.3 On _____, the CITY Commission approved a pool of responsive responsible firms deemed qualified to perform the _____ 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 of the qualified firms willing and able to perform _____ for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this Agreement.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide _____ for the CITY on an as needed basis, for specified projects as may be identified by CITY from time to time and in CITY's sole discretion ("Services"). The CITY makes no representation to CONTRACTOR neither of exclusivity nor of any minimum amount of work to be assigned to CONTRACTOR by CITY pursuant to this Agreement. **This project is a part of the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP) State Housing Initiatives Partnership (Ship) Program.**

2.2 CONTRACTOR shall provide the Services as identified herein and in the CITY's RFQ # _____, 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"**, according to the prices and terms contained therein.

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

2.4 As needed, the CITY shall communicate with CONTRACTOR to determine CONTRACTOR's availability to perform a particular assignment 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.



City of Pembroke Pines

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

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

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

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall provide the Services as required herein and in accordance with **Exhibit "A"**, for a _____ period which shall commence on the effective date of this Agreement and expire _____ thereafter, or upon expenditure of all funds in conformance with the requirements of the program.

3.2 **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.

3.3 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing _____ 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.

3.4 **Termination for Cause.** 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 fourteen (14) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason,



CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 3.4.1 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;
- 3.4.2 CONTRACTOR becomes insolvent;
- 3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within thirty (30) days after its filing; or
- 3.4.8 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 CITY's sole compensation to CONTRACTOR for the provision of Services herein required shall be based on the purchase orders submitted by CITY from time to time on an as needed basis to CONTRACTOR pursuant to the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Neighborhood Stabilization Program (NSP), State Housing Initiatives Partnership (Ship) Program, as more specifically provided in **Exhibit "A"**.

4.2 Upon completion of the Services identified in each purchase order, the CITY shall make final inspection of the Services rendered by CONTRACTOR in a reasonable and timely manner. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. If the CITY's inspection shows that the Services have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement and purchase order(s) submitted by the CITY, 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.



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

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

ARTICLE 5
GUARANTEE OF SERVICES

CONTRACTOR warrants and guarantees that the Services performed hereunder and each individual good or item rendered, including all components and all installed accessories and equipment, shall be fit for its intended use. CONTRACTOR agrees to provide a warranty as to fitness for all goods and items rendered for a period of one hundred and eighty (180) days following acceptance or the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement, for each individual good or item, including all components and all installed accessories and equipment.

ARTICLE 6
INDEMNIFICATION

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



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

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

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

ARTICLE 7 **INSURANCE**

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

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

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

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

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of this 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 this Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any



City of Pembroke Pines

services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired



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vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from:



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

Yes No

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

Yes No

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

Yes No

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

Yes No

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the



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

7.7 REQUIRED ENDORSEMENTS

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

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

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



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

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 9

INDEPENDENT CONTRACTOR

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



ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
GOVERNING LAW AND VENUE

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

ARTICLE 13
SIGNATORY AUTHORITY

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

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement,



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or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

ARTICLE 15 **BANKRUPTCY**

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

ARTICLE 16 **MERGER; AMENDMENT**

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

ARTICLE 17 **DISPUTE RESOLUTION**

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

ARTICLE 18 **PUBLIC RECORDS**

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

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

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR



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shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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

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

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

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

**ARTICLE 19
SCRUTINIZED COMPANIES**

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

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

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



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

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 **CONTRACTOR** certifies that it is aware of the requirements of Section 35.39 of the CITY’s Code of Ordinances and certifies that **CONTRACTOR** currently complies with the requirements of Section 35.39 of the CITY’s Code of Ordinances.

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

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



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

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

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

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

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

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

ARTICLE 21

EMPLOYMENT ELIGIBILITY

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

21.1.1 Definitions for this Section.

21.1.1.1 “Contractor” means a person or entity that has entered or is



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attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

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

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

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

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

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

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

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

ARTICLE 22 **FEDERAL REQUIREMENTS**



Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

22.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

22.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees 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.

22.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

22.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

22.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



City of Pembroke Pines

22.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

22.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

22.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) through (22.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the



City of Pembroke Pines

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

22.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

22.3 **Copeland "Anti-Kickback" Act.** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

22.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

22.4.1 **Overtime requirements.** No contractor or subcontractor contracting for



any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (22.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (22.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (22.4.1) of this section.

22.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (22.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (22.4.1) through (22.4.4) of this section.

22.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.5.1 **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,



42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

22.5.2 Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

22.6 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

22.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

22.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

22.7 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal



award. Such disclosures are forwarded from tier to tier up to the recipient.

22.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

22.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under this Agreement.

22.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

22.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

22.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund this Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.



22.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

22.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

22.16.1 **Prohibitions.**

22.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

22.16.1.2 Unless an exception in paragraph 22.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

22.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

22.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

22.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or



services as a substantial or essential component of any system, or as critical technology as part of any system.

22.16.2 **Exceptions.**

22.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

22.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

22.16.3 **Reporting requirement.**

22.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 22.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

22.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 22.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 22.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications



equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

22.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

22.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

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,



City of Pembroke Pines

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 this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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



City of Pembroke Pines

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: _____

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

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

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

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

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

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



City of Pembroke Pines

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

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

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 ANGELO CASTILLO

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

(((Company Name)))

Signed By: _____

Printed Name: _____

Title: _____


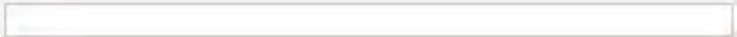

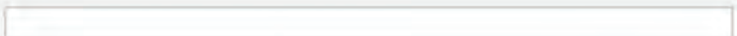

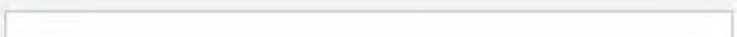



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

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	



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal Submission (Q-23LQ)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Resume(s)	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Required	
Financial Statements	File Type: PDF (.pdf)	Multiple	Required	
Additional	File Type: PDF	Multiple	Required	



Name	Type	# Files	Requirement	Instructions
Information	(.pdf)			

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	54133	Engineering Services	
US_NAICS_2022	54135	Building Inspection Services	
US_NAICS_2022	541350	Building Inspection Services	
US_NAICS_2022	92615	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors	
US_NAICS_2022	926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.



Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/136850>.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/136850>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **May 21, 2024 2:00 PM EDT**.

The Question period for this opportunity starts Apr 25, 2024 7:00 PM EDT. The Question period for this opportunity ends May 06, 2024 11:30 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 21, 2024 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.



Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox.
Javascript must be enabled. Browser cookies must be enabled.

Need Help?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>



Portal

PL-24-01 - Environmental Specialists for Residential Home Inspection



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

Project Details

Project: Environmental Specialists for Residential Home Inspection

Ref. #: PL-24-01

Type: RFQ

Status: CLOSED

Open Date: Apr 25th 2024, 7:00 PM EDT

Intent to Bid Due Date: May 21st 2024, 2:00 PM EDT

Questions Due Date: May 6th 2024, 11:30 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: May 21st 2024, 2:00 PM EDT

Days Left: Submissions are now closed

May 2024

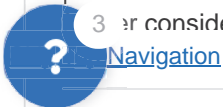
[prev](#) [next](#)

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

Project Description:

The City of Pembroke Pines is seeking to acquire proposals from qualified firms with specialized skills and interest in providing professional services to conduct environmental inspection services to determine the extent of mold and lead that is present in the property and the cost for each repair. The intent of this RFQ is to contract with approximately two (2) or three (3) Environmental Specialists to perform environmental inspections such as lead and mold.

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



[Navigation](#)



Search

Status	Event Name	Portal Location	Description	Dates	Mandatory
PASSED	Open Date	Online Portal	Posting date for the Opportunity	Apr 25th 2024, 7:00 PM EDT	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	May 6th 2024, 11:30 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	May 21st 2024, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	May 21st 2024, 2:00 PM EDT	Yes

Commodity Codes:

- US_NAICS_2022 54133 **Engineering Services**
- US_NAICS_2022 54135 **Building Inspection Services**
- US_NAICS_2022 541350 **Building Inspection Services**
- US_NAICS_2022 92615 **Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors**
- US_NAICS_2022 926150 **Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors**

Supporting Documentation:

Download All Files Search

File	Type	Description	Date Created	Actions
FAQs regarding the Bonfire Proposal Submission Form Questionnaire.pdf	Other	General Bonfire FAQs on Questionnaires	Mar 14th 2022, 7:00 PM EDT	Download
General Bonfire Submission Instructions.pdf	Other	General Bonfire Submission Instructions	Apr 25th 2024, 3:56 PM EDT	Download
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Nov 18th 2021, 4:45 PM EST	Download
RFQ # PL-24-01 Environmental Specialists for Residential Home Inspection.pdf	Documentation	1) RFQ	Apr 25th 2024, 5:58 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Nov 23rd 2021, 10:17 AM EST	Download
Specimen Contract - Continuing Services Agreement (Federal).pdf	Documentation	Attachment C	Apr 25th 2024, 2:23 PM EDT	Download

3 Required Information:

[Skip Top Navigation](#) See the documents and information needed to complete your submission:



Portal

Proposal Submission (Q-23LQ) Questionnaire: Excel (.xlsx) 1 **REQUIRED**

You will need to fill out the provided Response Template for this Questionnaire. [Download](#)

Other Completed Documents

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Resume(s)	File Type: PDF (.pdf)	Multiple	REQUIRED		

Optional Documentation

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

Document Takers

Vendors	# Files	Actions
ABS General Contractors Inc.	1	View
AirQuest Environmental, Inc.	8	View
BenG	3	View
BidNet	7	View
Cambridge LTD	84	View
Civic Initiatives	1	View
Constructconnect	8	View
CRB Geological & Enviromental Services Inc	11	View
DECON ENVIRONMENTAL & ENGINEERING, INC.	6	View
3 ek, Inc.	6	View

[Skip Top Navigation](#)



Vendor Name	Count	View
Portal		
ENCOP, INC.	8	View
Enviroidnet.com	6	View
Fresco Inspections	14	View
Gallagher Bassett Technical Services	11	View
GLE Associates, Inc.	5	View
Gtech	7	View
ims	1	View
North America Procurement Council Inc., PBC	2	View
Platinum General Contracting & Land Development LLC	7	View
Sanford Federal, Inc.	5	View
Universal Engineering Sciences, Inc.	6	View
Williams Professional Water Restoration Service LLC	14	View

Interested Subcontractors

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				

Messages

[Public Notices \(0\)](#)

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

There is currently nothing to display here.

Submissions and Subcontracting

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

3

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Maria R.

City of Pembroke Pi...

[Portal](#)



Vendor Discussions

No messages



Public Notices

No messages

Question Set 1: Tab 1 - Experience and Capabilities

Question Set 1 Instructions

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

#	Question	Response	Comment
1.0.1	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	-	<p>AirQuest has twenty-one (21) years' experience providing mold and lead-based paint services. The professional services requested in this RFQ are performed by AirQuest daily and they are our core competencies. Our relevant firm and personnel licenses include:</p> <ul style="list-style-type: none"> • Environmental Protection Agency (EPA) Licensed Lead-Based Paint Firm, LBP-16418-3 and NAT-16418-3 • Five (5) EPA Licensed Lead Inspectors • Four (4) EPA Licensed Risk Assessors • Nine (9) Florida Licensed Mold Assessors • One (1) Florida Licensed Mold Remediator <p>AirQuest's personnel have worked in nearly every setting in our society – including residential developments, airports and government buildings, military installations, firing ranges, and on marine vessels. Our project locations range from the middle of the Pacific, to North, Central and South America, to the Caribbean. AirQuest has the experience and technical competence for working on federally funded rehabilitation projects and publicly funded housing rehab projects. In addition to our experience, we have available management personnel and workload for this contract. Our current local contract list includes the City of Pembroke Pines, the City of Miramar, Broward County, Broward College, the School Broward of Broward County, and the Florida Department of Transportation.</p>
1.0.2	A minimum of two (2) years of experience is required. Please provide proof of such experience.	-	<p>AirQuest has performed LBP surveys and mold inspections for dozens of South Florida government entities, including the previous contract with the City of Pembroke Pines. A small sampling of these projects includes:</p> <ul style="list-style-type: none"> - AirQuest previously held the past two (2) contracts for the Pool of Qualified Environmental Inspectors for Residential Rehabilitation Projects with the City or Miramar. AirQuest also currently holds a two-year contract with the City of Deerfield Beach to perform similar lead and mold residential home inspections. - AirQuest conducted environmental consulting services in support of a Noise Mitigation Program for 1,200 homes impacted by the addition of a runway at Fort Lauderdale-Hollywood International Airport. As part of the design phase, AirQuest conducted over 800 asbestos and LBP surveys for compliance with the National Emissions Standard for Hazardous Air Pollutants (NESHAPs) and EPA's Lead Renovation, Repair and Painting (RRP) rule, respectively. The surveys were conducted in coordination with the Noise Mitigation Consultant Team and under tight schedules to lessen inconvenience to the residents. <p>The results of the surveys were incorporated into separate reports for each residence. Based upon the results of the surveys, design specifications were developed and were included in individual bid groups that were advertised for construction. During the construction phase, AirQuest provided asbestos abatement oversight and clearances as well as confirmation that lead paint was handled in accordance with the RRP.</p> <ul style="list-style-type: none"> - AirQuest was contracted by the City of Lauderdale to evaluate water damaged and mold impacted materials following Hurricane Wilma and to prepare a
1.0.3	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	-	<p>AirQuest's corporate headquarters are located in Broward County and are within a 10-mile drive to the City. At AirQuest, we take response time very seriously. We are currently servicing the entire state under two (2) major contracts: Florida's Turnpike Enterprise through Jacobs Engineering Group Inc. and Simon Malls through KERAMIDA Inc. Both contracts include asbestos consulting, industrial hygiene, mold, and IAQ responsibilities. We are often called to respond to emergencies from both of these clients at locations across the state. We have maintained our level of service with KERAMIDA Inc. since 2003 and with Jacobs Engineering Group Inc. since 2006. Given our location within Broward County, it is conceivable that we could respond to any emergency.</p> <p>AirQuest has four (4) other offices located in Miami (Florida), Tampa (Florida), California, and New York.</p>
1.0.4	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	-	<p>AirQuest's operations are managed out of our corporate headquarters in Fort Lauderdale (Davie) office using the latest in computer hardware and software technology to manage projects from the first client contact through the delivery of written work product. The office also serves as the location of our equipment. AirQuest uses our own customized version of Vantagepoint® project management software. The software was developed to provide robust client management, contract management and project management to engineering firms specifically for this type of contract. AirQuest assigns a project number to each contract that we are awarded. We store all the contract information (insurance requirements, invoicing requirements, client specific operating procedures, client contact information, etc.) within Vantagepoint®. We use this information to create a contract template that has the client specific services and rates built in. This allows us to build cost estimates and schedule and track our resources.</p> <p>The software also provides tools that turn the project data into easy to interpret charts and graphs to assist in project management and to identify schedule or cost concerns. The system is setup to track client specific and project specific concerns, including deadlines, budgets and administrative needs.</p> <p>AirQuest project manager will use Vantagepoint® to provide instant project status information to the City. We are able to export most of the project information into widely available software (such as an Excel® spreadsheet) if that information would be useful. Our project managers are empowered to use all of AirQuest's resources to provide exceptional project management. Verbal communications are established through company provided cell phones and an automated answering system at the office. Field professionals are</p>

1.0.5	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	-	<p>Traci-Anne Boyle, BS, MBA, CIH, CSP, (Principal, Certified Industrial Hygienist, Certified Safety Professional), has over thirty-two (32) years of industrial hygiene and environmental consulting experience spanning more than thirty (30) states in the US, Pacific Islands as well as the Caribbean. Her niche is in successfully directing sensitive, complex, multi-disciplinary, and large-scale industrial hygiene and environmental health & safety projects. She is AirQuest's President and founder and continues managing the day-to-day operations at AirQuest.</p> <p>Ms. Boyle earned her Bachelor of Science in Biology in 1993 and a Master's in Business Administration in 2002. She is a Certified Industrial Hygienist (#8561, Comprehensive Practice, 2003), a Certified Safety Professional (#23595, November 2012), a Florida Asbestos Consultant (#AX-60, 2004), and a Florida Mold Assessor (#MRS-135, November 2010). In addition, she holds the following certifications:</p> <p>OSHA Certified for Hazardous Waste Operations, 29 CFR 1910.120, 1994 Asbestos Building Inspector: Accreditation under TSCA Title II/AHERA, 1995 Asbestos Project Designer: Accreditation under TSCA Title II/AHERA, 2004 Asbestos Management Planner: Accreditation under TSCA Title II/AHERA, 2004</p> <p>Proposed Responsibilities Under This RFP:</p> <p>If awarded, Ms. Boyle will be the Principal in Charge for the City. She will be responsible for all contract negotiations and contract execution. Ms. Boyle will direct AirQuest's staff and resources for the successful execution of the contract throughout the contract term.</p> <p>Ms. Boyle will monitor the planning and execution of mold tasks. She will make final determinations on IAO data interpretation and recommendations.</p>
1.0.6	It is a requirement to submit resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.	-	Key personnel resumes are included for Ms. Boyle (Principal) and Mr. Navarette (Deputy Director of Operations, Main Contact)
1.0.7	It is a requirement to submit resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work in the "Other Completed Documents" section on Bonfire. Identify the personnel applicable for this question.	-	Personnel resumes in this section include Adrian Amicucci, Andrew Pucceti, Bailey McDonald, Christopher Ippolito, Coleen Sailsman, David Silva, Donna Seavy Lipson, George Raimundo, Jim Litrides, Paula Tocarancho, Robert Annis, and Stephanie Grandstaff.
1.0.8	Explain the ability and experience of the field staff with specific attention to project related experience.	-	As indicated in our response to Sections 1.0.1 and 1.0.2, AirQuest's field staff possesses the requisite expertise and experience to effectively address the needs outlined in the RFP. Our team has played integral roles in projects funded by federal and public entities, including rehabilitation initiatives and housing rehab projects. Our field personnel possess direct experience with this contract, having successfully executed the previous one for the City of Pembroke Pines. We have also provided the same services for various South Florida government entities, including the City of Miramar, City of Coconut Creek, City of Deerfield Beach, and the City of Miami.

8 Questions

100.00% Complete

Question Set 2: Tab 2 - References Form

Question Set 2 Instructions

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. 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. The projects listed in this section shall be the firm's best examples of previous projects that are similar in size and scope. These projects and additional projects may also be listed on Standard Form 330.

In addition, do not provide references for City of Pembroke Pines projects.

Details should include the following:

#	Question	Response	Comment
Reference #1: Reference Contact Information			
2.1.1	Name of Firm, City, County or Agency	-	City of Miramar
2.1.2	Address	-	2300 Civic Center Place, Miramar, FL 33025
2.1.3	Contact Name	-	Jacqueline Mirabal
2.1.4	Contact Title	-	Program Coordinator
2.1.5	Contact E-mail Address	-	jmirabal@crasouthfl.com
2.1.6	Contact Telephone #	-	954-939-3271
Reference #1: Project Information			
2.2.1	Name of Contractor Performing the work	-	AirQuest Environmental, Inc.
2.2.2	Name and location of the project	-	Residential housing throughout the City of Miramar
2.2.3	Nature of the firm's responsibility on the project	-	Prime contractor.
2.2.4	Project duration	-	09/2021 - ongoing
2.2.5	Completion (Anticipated) Date	-	May 2026
2.2.6	Size of project	-	Various
2.2.7	Cost of project	-	Approx. \$30,000.00
2.2.8	Work for which staff was responsible	-	Residential housing assessments for lead and mold.
2.2.9	Contract Type	-	Pool of vendors. IDIQ.
2.2.10	The results/deliverables of the project	-	Reports on fieldwork and laboratory analysis results. Recommendations for corrective action.
Reference #2: Reference Contact Information			
2.3.1	Name of Firm, City, County or Agency	-	Miami-Dade County Water and Sewer Department
2.3.2	Address	-	3071 SW 38th Avenue, Miami, Florida 33146
2.3.3	Contact Name	-	Jose Tovar
2.3.4	Contact Title	-	W&S Environmental Compliance Supervisor
2.3.5	Contact E-mail Address	-	jose.tovar@miamidadade.gov
2.3.6	Contact Telephone #	-	786-402-7603
Reference #2: Project Information			
2.4.1	Name of Contractor Performing the work	-	AirQuest Environmental, Inc.
2.4.2	Name and location of the project	-	Asbestos surveys, project monitoring, negative exposure assessments, and facility reinspections at various Miami-Dade County Water and Sewer facilities.
2.4.3	Nature of the firm's responsibility on the project	-	Prime contractor.

2.4.4	Project duration	-	8/31/2023 - ongoing
2.4.5	Completion (Anticipated) Date	-	7/31/2024
2.4.6	Size of project	-	Project has multiple phases 60 Pump Station Pre-Reno ACM Surveys Negative Exposure Assessments - 30 Events Facility Re-Inspections - 10 Sites Asbestos Abatement Oversight
2.4.7	Cost of project	-	Approx. \$280,000.00
2.4.8	Work for which staff was responsible	-	See 2.4.6. AirQuest was responsible for all aspects of project other than laboratory analysis.
2.4.9	Contract Type	-	Time & material
2.4.10	The results/deliverables of the project	-	Reports on fieldwork and laboratory analysis results. Recommendations for corrective action.
Reference #3: Reference Contact Information			
2.5.1	Name of Firm, City, County or Agency	-	Miami Dade County Public Schools
2.5.2	Address	-	12525 NW 28th Avenue, Suite 509, Miami, FL 33167
2.5.3	Contact Name	-	James Munger
2.5.4	Contact Title	-	Supervisor II, Department of Environmental Management
2.5.5	Contact E-mail Address	-	jmunger@dadeschools.net
2.5.6	Contact Telephone #	-	305-995-4594
Reference #3: Project Information			
2.6.1	Name of Contractor Performing the work	-	AirQuest Environmental, Inc.
2.6.2	Name and location of the project	-	Schools throughout Miami Dade County.
2.6.3	Nature of the firm's responsibility on the project	-	Prime contractor.
2.6.4	Project duration	-	04/2022 - ongoing
2.6.5	Completion (Anticipated) Date	-	04/2026 with possible extensions
2.6.6	Size of project	-	Various
2.6.7	Cost of project	-	Approx. \$800,000.00
2.6.8	Work for which staff was responsible	-	Fieldwork and report writing. Services included asbestos, lead, radon, and indoor air quality assessments.
2.6.9	Contract Type	-	Standard agreement. IDIQ.
2.6.10	The results/deliverables of the project	-	Reports on fieldwork and laboratory analysis results. Recommendations for corrective action.
Reference #4: Reference Contact Information			
2.7.1	Name of Firm, City, County or Agency	-	School District of Palm Beach County
2.7.2	Address	-	1400 North Florida Mango Road, West Palm Beach, FL 33409
2.7.3	Contact Name	-	Vik Kafley
2.7.4	Contact Title	-	Environmental Manager
2.7.5	Contact E-mail Address	-	vikiran.kafley@palmbeachschools.org
2.7.6	Contact Telephone #	-	561-684-5154
Reference #4: Project Information			
2.8.1	Name of Contractor Performing the work	-	AirQuest Environmental, Inc.

2.8.2	Name and location of the project	-	Schools throughout Palm Beach County
2.8.3	Nature of the firm's responsibility on the project	-	Prime contractor.
2.8.4	Project duration	-	2021 - present
2.8.5	Completion (Anticipated) Date	-	2025
2.8.6	Size of project	-	Various
2.8.7	Cost of project	-	Approx. \$40,000.00
2.8.8	Work for which staff was responsible	-	Various industrial hygiene and indoor air quality consulting services.
2.8.9	Contract Type	-	IDIQ.
2.8.10	The results/deliverables of the project	-	Reports on fieldwork and laboratory analysis results. Recommendations for corrective action.
Reference #5: Reference Contact Information			
2.9.1	Name of Firm, City, County or Agency	-	School Board of Broward County
2.9.2	Address	-	4200 NW 10th Avenue, Oakland Park, Florida 33309
2.9.3	Contact Name	-	Teresa Thomas
2.9.4	Contact Title	-	Coordinator, Environmental Compliance
2.9.5	Contact E-mail Address	-	t.thomas@browardschools.com
2.9.6	Contact Telephone #	-	754-321-4200
Reference #5: Project Information			
2.10.1	Name of Contractor Performing the work	-	AirQuest Environmental, Inc.
2.10.2	Name and location of the project	-	Schools throughout Palm Beach County
2.10.3	Nature of the firm's responsibility on the project	-	Prime contractor.
2.10.4	Project duration	-	2021 - ongoing
2.10.5	Completion (Anticipated) Date	-	10/30/2024
2.10.6	Size of project	-	Various
2.10.7	Cost of project	-	Approx. \$100,000.00
2.10.8	Work for which staff was responsible	-	Consulting for asbestos, lead, mold, indoor air quality, radon, drinking water, and other various industrial hygiene and environmental projects.
2.10.9	Contract Type	-	Pool of vendors. IDIQ.
2.10.10	The results/deliverables of the project	-	Reports on fieldwork and laboratory analysis results. Recommendations for corrective action.
80 Questions		100.00% Complete	

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

Question Set 3 Instructions

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

#	Question	Response	Comment
General			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	The scope of services required under this contract are AirQuest's core competencies. AirQuest is currently performing the contract for Environmental Specialists for Residential Home Inspection with the City of Pembroke Pines. A detailed technical approach to the scope is discussed below.
3.1.2	Please clearly describe all aspects of the project proposed. Include details of your approach and work plans.	-	<p>AirQuest offers a full range of mold consulting services. There are several guidance documents published by respected organizations to address the proper assessment and remediation of mold impacted materials, including:</p> <ul style="list-style-type: none"> American Conference of Governmental Industrial Hygienists, Bioaerosols Assessment and Control, 1999. American Industrial Hygiene Association, Assessment, Remediation, and Post-Remediation Verification of Mold in Buildings, AIHA Guideline 3-2004. Institute of Inspection Cleaning and Restoration Certification, IICRC S520 Standard and Reference Guide for Mold Remediation, 2003. New York City, Department of Health, Bureau of Environmental & Occupational Disease Epidemiology, Guidelines on Assessment and Remediation of Fungi in Indoor Environments, 2008. United States Environmental Protection Agency, Mold Remediation in Commercial Buildings and Schools, 2001. <p>AirQuest's approach is in general accordance with the procedures identified in these documents.</p> <p>Critical components of an IAQ investigation consist of a building investigation, inspection of the Heating, Ventilation, and Air Conditioning (HVAC) system, review of HVAC maintenance records, and interviews with knowledgeable and concerned site personnel. AirQuest uses the information gathered during the building investigation to identify concerns and to develop the most cost-effective and permanent solution to the IAQ problem(s). In addition to the visual inspection and interviews, the IAQ investigation may include one or more of the AirQuest utilizes Deltak's VantagePoint to organize and track project milestones. These milestones include initial contract documentation receipt, fieldwork and lab result submission, lab result receipt, report creation, report QA/QC, deliverable submission to client, and invoicing.</p>
3.1.3	How would you organize this project in terms of milestones?	-	The most common difficulty encountered on any project is a lack of communication. AirQuest seeks to mitigate difficulties through clear communication with City personnel. By far, the most common communication issues arise regarding site access. AirQuest personnel are experienced with asking the right questions to minimize difficulties with site access. At our kick-off meeting, we will carefully consider how the City desires information to be transmitted and then we will build redundancies into our system to reduce potential miscommunications.
3.1.4	Identify any issues or concerns of significance that may be appropriate.	-	AirQuest is positioned to be an exceptional contractor to the City of Pembroke Pines. Our team has extensive experience in conducting lead and mold consulting services for South Florida government entities, including the previous contract with the City of Pembroke Pines.
3.1.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	We provide our clients with the comforts and quality of a family-operated business with the expertise and product provided by a Fortune 500 company. Our team embraces continual improvement and focuses on "scope, schedule and cost," the language of our clients.
Quality			
3.2.1	How do you ensure the quality of your services? What criteria do you use to measure your quality?	-	AirQuest has a Quality Assurance Plan with established Quality Assurance/Quality Control (QA/QC) procedures. The framework for our QA/QC procedures is the same regardless of the size of the project, however, specific tools are not necessary for small projects (such as monthly progress reports for a soil investigation that is scheduled to be completed within two weeks). As an example, procedures for mold consulting are detailed below in response to 3.2.3.
3.2.2	How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?	-	In the rare event that an error is identified, our priority is to take immediate corrective action. Once the source of the error is identified, we implement corrective measures swiftly and efficiently. This may involve revisiting data collection processes, reanalyzing samples, or updating reports as needed. The average correction time for errors can vary depending on the nature and complexity of the issue. However, our goal is always to rectify errors swiftly without compromising the quality of our work. We prioritize efficiency without sacrificing accuracy, ensuring that any corrections are made promptly to maintain the integrity of the project and meet our clients' expectations.
3.2.3	Describe the firm's techniques to quality control. At a minimum describe the firm's technique to control design and contract documentation, including record keeping.	-	The mold survey field work will be conducted by experienced professionals with a State of Florida Mold Assessor license. All mold consulting work will be conducted under the direction of Ms. Traci-Anne Boyle. Ms. Boyle is a Certified Industrial Hygienist and Florida Licensed Mold Assessor. Mr. Jim Litrides, a Florida Licensed Mold Assessor and Certified Industrial Hygienist will provide QA/QC to field work and laboratory data. Mr. Navarrete or Ms. Boyle will review AirQuest's written work product prior to submission to the client.

8 Questions

100.00% Complete

Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	-	AirQuest Environmental, Inc.
4.1.2	Company Address	-	6851 SW 45th Street, Fort Lauderdale, Florida 33314
4.1.3	Is the location/address in which the work will be conducted/completed, different than the address listed above? If yes, please list the primary address in which the work will generally be completed in.	No	
Primary Contact for the Project			
4.2.1	Contact Name	-	German Navarrete
4.2.2	Contact Title	-	Deputy Director of Operations
4.2.3	Contact E-mail Address	-	nnavarrete@airquestinc.com
4.2.4	Contact Telephone Number	-	(954) 947-3425
Authorized Approver			
4.3.1	Contact Name	-	Traci-Anne Whalen
4.3.2	Contact Title	-	President
4.3.3	Contact E-mail Address	-	traci@airquestinc.com
4.3.4	Contact Telephone Number	-	(954) 947-3239
Professionally Licensed Engineer for the Project / Single Point of Contact			
4.4.1	Contact Name for the single point of contact, that is a professionally licensed Engineer, for this project, when/if awarded.	-	German Navarrete. Note - German has the required licenses/certifications for the lead and mold work requested in this RFP. AirQuest also has a licensed environmental engineer, but he is not certified for lead or mold work.
4.4.2	Contact Title	-	Deputy Director of Operations
4.4.3	Contact E-mail Address	-	nnavarrete@airquestinc.com
4.4.4	Contact Telephone Number	-	(954) 947-3425
15 Questions		100.00% Complete	

Question Set 5: Proposer's Background Information

Question Set 5 Instructions

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

#	Question	Response	Comment
Former Business			
5.1.1	Under what former name has your business operated? Include a description of the business.	-	N/A
5.1.2	At what address was that business located?	-	N/A
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	If laboratory analysis is necessary, AirQuest will utilize EMSL Analytical as a laboratory vendor.
Bankruptcy Petitions			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	-	N/A
Bond Claims			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	-	N/A
Claims, Arbitrations, Administrative Hearings and Lawsuits			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	-	N/A
Criminal Proceedings or Hearings			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	-	N/A
Company Classification			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	-	AirQuest held the previous contract with the City of Pembroke Pines for Environmental Specialists for Residential Home Inspections.
12 Questions		100.00% Complete	

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

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

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Business Tax Receipts			
6.5.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
6.6.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
6.9.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
6.10.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Federal Projects			
6.11.1	<p>Did you submit a completed "Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds" in the Vendor Registration Portal?</p> <p>Lobbying: As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the Contractor must complete the Certification Regarding Lobbying.</p> <p>Debarment, Suspension and Other Responsibility Matters: Where the Contractor is unable to certify to any of the statements in the certification for Debarment, Suspension and Other Responsibility Matters, he or she shall provide an explanation.</p>	Completed Lobbying & Debarment Certifications	
6.11.2	<p>Did you submit a completed "Standard Form - LLL, "Disclosure Form to Report Lobbying" in the Vendor Registration Portal?</p> <p>Note - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.</p>	Yes	N/A

6.11.3

Are you a Minority Owned Business Enterprise, Woman-Owned Business Enterprise or HUBZone-Certified Small Businesses / Labor Surplus Area Firms? If so, did you select the appropriate MBE Classification(s) and submit your MBE Certificate(s) in the Vendor Registration Portal?

Yes

13 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 Traci-Anne Whalen Digitally signed by Traci-Anne Whalen
Date: 2024.05.17 16:35:24 -04'00'

Title President

Name of Company AirQuest Environmental, Inc.



Traci-Anne Boyle, MBA, CIH, CSP

President/CEO/Owner



PROFESSIONAL DISCIPLINES:

- Indoor Air Quality
- Asbestos
- Defective Corrosive Drywall
- Corporate Social Responsibility/Sustainability
- Industrial Hygiene
- Contamination Assessments and Remedial Action
- Litigation Support/Expert Witness
- Maritime Industrial Hygiene / EH&S
- Mold Assessment and Remediation

EXPERIENCE: 32 years

EDUCATION:

Master of Business Administration, June 2002
University of Baltimore, Baltimore, Maryland
Bachelor of Science Biology, August 1993
Florida International University, Miami, Florida

EMPLOYMENT:

AirQuest Environmental, Inc. August 2002-Present
CRB Geological & Environmental Services, Inc., October 1993 to August 2002

BIO:

Ms. Boyle has over thirty-two (32) years of diverse environmental consulting and industrial hygiene experience spanning more than thirty states in the US as well as the Caribbean. Her niche is in successfully directing sensitive, complex, multi-disciplinary, and large-scale environmental and industrial hygiene projects. Her experience includes simultaneous senior project management of multi-million dollar environmental projects in three (3) states.

Ms. Boyle has provided environmental consulting to a variety of parties including domestic and foreign government officials, attorneys, insurance companies, lending institutions, architects, engineers, the construction industry, property asset managers, multi-national corporations, and regulatory agencies.

Ms. Boyle is the technical qualifier for AirQuest's industrial hygiene and safety consulting services and she is the Chief Executive Officer responsible for all aspects of the business.

REGISTRATIONS, LICENSES & CERTIFICATIONS

American Board of Industrial Hygiene, Certified Industrial Hygienist (#8561, Comprehensive Practice, July 2003)
Board of Certified Safety Professionals, Certified Safety Professional (#23595, November 2012)
Florida Asbestos Consultant (#AX-60, June 2005)
Florida Mold Assessor (#MRSA-135, November 2010)
OSHA Health and Safety Certified for Hazardous Waste Operations, 29 CRF 1910.120, 1994
Asbestos Building Inspector: Accreditation under TSCA Title II/AHERA, 1995
Asbestos Project Designer: Accreditation under TSCA Title II/AHERA, 2004
Asbestos Management Planner: Accreditation under TSCA Title II/AHERA, 2004
OSHA Certified Competent Person Class II Asbestos Abatement Supervisor, 29 C.F.R. part 1926.1101, 1998 only
Mold Assessment & Remediation in Buildings, 2002
Respiratory Protection, 2003

(The above course descriptions are for the original courses. If required, the requisite annual courses have been taken to maintain certifications unless noted.)

ASSOCIATIONS

American Board of Industrial Hygiene, Subcommittee on Stewardship and Sustainability
American Conference of Governmental Industrial Hygienists
American Industrial Hygiene Association
American Society of Testing Materials (ASTM) International, Subcommittee on Environmental Assessment (2003-2016)
Board of Certified Safety Professionals
National Association of Environmental Professionals, Member #11050 (1996-2009)
Indoor Air Quality Association
Women's Business Enterprise National Council
Women Impacting Public Policy, Subcommittee on Energy & the Environment (2009-2010)
Beta Gamma Sigma, Member #837318

SELECTED PROJECT EXPERIENCE

Industrial Hygiene

Certified industrial hygienist responsible for noise sampling of ten (10) workers at a vehicle assembly facility. The sampling was performed using Casella Noise Dosimeters. The equipment was factory calibrated and field calibrated prior to use. Ten (10) workers were monitored during the work shift within the 75,000 square foot industrial building. The results indicate that the Time Weighted Average (TWA) or average sound level (used if less than 8 hours were collected), were above the Occupational Safety and Health Administration (OSHA) Action Level of 85 db or Permissible Exposure Limit of 90 db in all but one (1) of the samples. Based upon the results of the sampling, recommendations for compliance with CFR 1910.95, OSHA's Occupational Noise Exposure regulation, were made.

Certified industrial hygienist responsible for the oversight of removal of lead contaminated soil at Patrick's Air Force Base. The project consisted of the demolition of an existing small arms firing range and excavation and disposal of lead contaminated soil. A Worker Protection and Exposure Monitoring Plan, Ambient Air Monitoring Plan and Confirmatory Sampling and Analysis Plan were developed prior to site activities. The demolition debris was sampled to determine if it was a characteristic hazardous waste. Initial and periodic personal air monitoring was conducted during remediation activities to assist in the evaluation of exposure levels and the selection of appropriate respiratory protection. Background samples were placed in the vicinity of excavation activities to evaluate the potential exposure to intermittent site visitors. Daily air monitoring was conducted for lead to evaluate if the remediation activities were within the EPA's National Ambient Air Quality Standards. Each soil pile was sampled for disposal purposes and confirmation soil samples were collected from the excavation to confirm that all lead impacted soils were removed from the site.

Certified Industrial Hygienist responsible for oversight of three (3) contracts with the Department of the Navy for industrial hygiene sampling at NAS Jacksonville, FL; FRC Solomons, MD; and JRB Fort Worth, TX. Quarterly and semi-annual sampling is conducted to evaluate exposures to heavy metals, dust, hexavalent chromium, and respirable cadmium. Wipe sampling is also performed at JRB Fort Worth to evaluate settled dust loads.

Conducted personnel monitoring to evaluate airborne contaminant concentrations and personal exposure levels to silica before and after modifications were made to a sandblasting room. The results of the laboratory sampling and analysis did not identify detectable concentrations of quartz, cristobalite or tridymite silica in the personal and area samples collected before or after modifications were made to the exhaust system in the sandblasting room.

Conducted a risk assessment of the use of chemicals with a Hazardous Material Identification System (HMIS) Health rating of 3 or 4 for a large passenger cruise company. The assessment included interviews with employees, observations of work conditions and work procedures, field screening for key indoor air quality parameters and laboratory analysis of exposures to a variety of chemicals of concern. The data collected was used to develop exposure evaluations for over 100 chemicals, which were presented in concise one (1) page attachments to MSDS sheets.

Asbestos Emergency Response, Surveys & Abatement Oversight

Provided senior project management to an emergency response to an asbestos release aboard a passenger cruise ship that was in dry-dock undergoing interior renovations. The logistics for the project included operating in a foreign country (Curacao, Netherland Antilles), coordinating and/or overseeing 100 asbestos abatement workers and asbestos consultants, foreign government officials, the vessel owner, the captain and crew of the vessel, the dry-dock owner's representatives and consultants from the Netherlands and working under intense time constraints. The asbestos abatement project was successfully completed within eleven (11) working days. Air monitoring and onboard asbestos consulting continued for an additional six (6) weeks while renovations to the ship were completed.

Senior project manager for an asbestos survey of over 2 million square feet of space within four (4) buildings of the Broward County Judicial Complex in downtown Fort Lauderdale, Florida. The laboratory results were incorporated into a 10,000-entry interactive database for the County's use.

Senior project manager for AirQuest's term contracts with Broward County Public Schools and Miami-Dade County Public Schools. Asbestos consulting services are provided for compliance with the Asbestos Hazard Emergency Response Act (AHERA).

Certified Industrial Hygienist that provided on-site supervision and senior project management to determine the presence of asbestos containing materials (NESHAPs and the CAA compliance) at the Virgin Islands Army National Guard facility in St. Croix, US Virgin Islands. Contract specifications were developed for the abatement.

Veteran's Administration Certified Industrial Hygienist. Conducted asbestos and lead based paint surveys of the 7,000 square foot renovation area. Designed specifications for the asbestos abatement. Managed the asbestos abatement oversight on behalf of the VA.

Mold Assessment & Remediation

Conducted and/or supervised hundreds of microbial investigations throughout Florida on behalf of homeowners, homebuilders, insurance carriers, condominium associations, employers, defendants and plaintiffs.

Conducted a mold and moisture survey of an occupied building in Miami, Florida. The occupants had been complaining of symptoms consistent with indoor mold amplification for several years. Numerous previous studies had been conducted on behalf of the building owner that suggested indoor microbial growth. Recommendations had been made, however the symptoms continued and several occupants permanently vacated the building. The purpose of the survey was to document the living conditions on behalf of the residents in support of potential medical claims. The moisture survey demonstrated that over half of the building materials had excess moisture. The relative humidity was above ASHRAE recommended levels. Over thirty (30) air and bulk samples were collected for total spore counts, viable culturable fungi, and fungi identification. The results clearly demonstrated indoor amplification of *Penicillium* and *Aspergillus*. Photographs were taken illustrating mold growing on the interior of the air ducts and on the underside of vinyl floor tile. A report was prepared summarizing all of the previous investigations conducted on behalf of the building owner and the investigation conducted on behalf of the residents.

Conducted a mold survey for a residential unit in Homestead, Florida. The unit had been impacted by two (2) water incursion events several months apart. The survey was requested to determine if the mold impacts could be differentiated based upon the sources so that the remedial costs could be apportioned appropriately by the responsible parties. Photographic documentation was collected, observations were recorded, and bulk, tape lift and air samples were collected. The results of the investigation indicated that the source of the mold contamination could be differentiated based upon the observed damaged areas and the types of mold in these areas.

Indoor Air Quality

Conducted a Baseline Indoor Air Quality Survey and Prepared an Operations and Maintenance Plan for a municipal Fire Station. Particular attention was focused on documenting the quality of the heating, ventilation, and air conditioning (HVAC) system through readings of relative humidity, temperature, carbon dioxide and carbon monoxide. Volatile organic compounds and respirable particles were evaluated using a MiniRAE PhotoIonization Detector and a MIE PDM-3 Miniram, respectively. Data was collected using real-time digital readouts and datalogged over a 48 hour period for download and analysis. At the Client's request, representative areas were selected for bioaerosol monitoring. Samples for both viable culturable fungi and total spore counts were collected. The procedures and results of the investigation were incorporated into a comprehensive baseline survey report, outlining the findings of the sampling and recommendations for corrective action. Baseline background facility information was collected and incorporated into the O&M Plan including a chemical inventory list. Checklists were developed to assist internal personnel and/or outside consultants in monitoring potential indoor air quality concerns. The report identified specific tasks and schedules. Semi-annual monitoring is performed at this facility.

Corrosive Drywall

Provided senior project management to determine the presence of corrosive (Chinese) drywall in sixty (60) homes within a residential development in Broward County, Florida. The scope of the inspections included: documentation of the presence of odors, visual inspection of the air handler, electrical panel, representative switches and outlets and potentially impacted appliances, wall cavity examination using a boroscope, field screening for hydrogen sulfide using a Jerome H₂S Analyzer and air and drywall laboratory sample collection for analysis. Corrosive drywall was identified within several of the inspected residences.

Air Resources Management

Completed an Annual Operating Report (AOR) for a furniture manufacturer in Miami, Florida. Facility usage data was determined, emissions per regulated emission unit and source classification code (SCC) and calculated and the report was prepared using the Florida Department of Environmental Protection's EAOR software.

Supervised atmospheric dispersion modeling of hydrogen sulfide (H₂S) emissions from the exhaust gas of a scrubbing unit, located at a water treatment plant in Palm Beach County, Florida. The modeling was conducted to determine appropriate design parameters for the scrubbing unit that would insure the ambient H₂S concentrations remained below a threshold of 10 parts per billion (ppb) as determined at the closest residence.

Consulted with the Environmental Management Authority (EMA) Trinidadian environmental professionals on development of the Air Pollution Rules of the Environmental Management Act for the Republic of Trinidad and Tobago. Consulting services included teleconferencing, providing formal presentations to the EMA, and development of a paper for presentation at the American Chamber of Commerce of Trinidad and Tobago, 5th Annual Safety, Health & Environmental Conference and Exhibition, 2001, Trinidad, West Indies.

Contamination Assessment and Remedial Action

Prepared a Comprehensive Site Assessment for an airplane seat manufacturer in Winston-Salem, North Carolina. A soil gas survey was utilized as a cost effective technology to investigate the potential lateral extent of chlorinated solvents in the soils and groundwater at the thirty (30) acre facility. Potential receptors and migration pathways, contaminant source areas, and the horizontal and vertical extent of soil and groundwater contamination was investigated. The Comprehensive Site Assessment was prepared in accordance with North Carolina report preparation requirements. Chlorinated solvents were documented in the bedrock aquifer to a depth of over 140 feet and in a nearby stream. Remedial alternatives and a feasibility study were developed.

Conducted assessment activities, implemented remedial action, and conducted quarterly monitoring at a site with groundwater contamination by 1,1,1-trichloroethane (TCA) in Litchfield, Connecticut. To evaluate the vertical extent of contamination, a packer system was used to sample groundwater from discrete (10 feet to 20 feet) intervals with two deep monitoring wells (82 feet and 182 feet). The use of packers eliminated the need to drill numerous deeper wells to define the extent of contamination. Active site remediation consisted of soil excavation, groundwater extraction and remediation through air stripping followed by discharge to an adjacent creek. Active site remediation was completed and semi-annual monitoring of the on-site wells was conducted.

Participated in the development of a Remedial Action Workplan Addendum (RAWA) for a manufacturing facility in Nutley, New Jersey. The initial Remedial Action Workplan was prepared by another consultant. A review of the remediation progress and site data indicated that source material was likely present at the site. A soil gas survey was conducted, source material identified and removed. The RAWA included the addition of vacuum extraction trenches and retrofitting of groundwater extraction wells to optimize contaminant removal.

Developed numerous alternate procedures for the small-scale remediation of surficial contamination identified during due diligence investigations. The plans were developed to facilitate property transactions to the satisfaction of the property owner and purchaser and were conducted in accordance with standard industry care.

Multi-Disciplinary Projects

Document review and consulting services during a property transaction for a 270-acre former nylon manufacturing facility in Greenville, South Carolina. Over ten (10) years of technical documents and the onsite groundwater and soil remedial system operation and performance were reviewed. A site inspection was conducted to supplement the document review. Groundwater analytical results were condensed and prepared for modeling purposes. Based upon the modeling results, a soil gas survey was performed upgradient of the groundwater plume. The results of the soil gas survey revealed an area with elevated levels of carbon tetrachloride that could act as an ongoing source of contamination. The findings of the soil gas survey were presented to the current owners of the site to enhance and supplement the remedial efforts.

Preparation of a Phase I, Phase II, Contamination Assessment, Risk Characterization, Remedial Action Plan, and Remedy Implementation Plan for a property in Everett, Massachusetts. The property was formerly occupied by a paint manufacturer that utilized numerous aboveground storage tanks (ASTs), Underground Storage Tanks (USTs), 55-gallon drums, and other miscellaneous containers for the manufacture of latex and oil-based paints and the manufacture of tennis surfacing material. The manufacturer disposed of latex paint rinse water effluent by discharging to two (2) on-site unlined lagoons. The Contamination Assessment delineated the horizontal and vertical extent of soil and groundwater contamination. A Method III characterization was chosen for the soil and groundwater at the site. The results of the risk characterization were used as the basis to select the appropriate remedial action and to select the appropriate Response Action Outcome for the disposal site pursuant to 310 CMR 40.1000. Subsequently a Remedial Action Plan and Remedy Implementation Plan were prepared utilizing the risk based soil and groundwater clean-up levels established in the Risk Characterization.

Preparation of an extensive Phase I and Phase II Environmental Assessment to encompass approximately 1466 acres of land in rural Palm Beach County, Florida. The Phase I and Phase II investigations were conducted in conjunction with the South Florida Water Management District and their consultants. A fresh diesel spill was discovered during the Phase I Assessment. Subsequently, Initial Remedial Actions consisting of the excavation of excessively contaminated soil were conducted. A Contamination Assessment Report was prepared for the site revealing limited groundwater contamination. An Alternate Procedure was proposed and implemented to remediate the limited extent of groundwater contamination. Corporate environmental consulting to an international firm with over twenty (20) domestic and seven (7) international large-scale manufacturing facilities. Managed all remedial soil and groundwater operations at the facilities, provide property transaction representation during leasebacks and acquisitions, and established compliance programs under RCRA and OSHA for the firm.

Phase I Environmental Assessments and Due Diligence Investigations

Performed and/or managed over 200 multi-disciplinary due diligence investigations (Phase I Environmental Assessments, Phase II Environmental Assessments, Transaction Screens, lead based paint surveys, radon surveys, asbestos surveys). Due diligence investigations conducted in accordance with the applicable ASTM Standard, client standard, certification requirements and/or exceeding industry standards.

Preparation of an extensive Phase I and Phase II Environmental Assessment to encompass approximately 54,000 acres of land utilized as a sugar farm. The Phase I Environmental Assessment included a current and historic aerial photograph and Sanborn Fire Insurance Map review in two counties, an aerial site reconnaissance, vehicle site reconnaissance, site and adjacent properties historical review, and several regulatory agency file reviews. A groundwater assessment was conducted for an area of the property historically used as a trash pit. Additionally, groundwater assessments were conducted in several areas of the site identified as environmental concerns during the Phase I Environmental Assessment.

Litigation Support

Provided consulting services on numerous mold contamination claims throughout South Florida on behalf of both plaintiffs and defendants. A listing of previous testimony is available upon request.

Represented the former owner of a hospital in fulfilling their environmental obligations under a purchase and sale agreement. The initial review of claims resulted in a savings of over \$800,000 in reimbursement costs. The final reimbursement request was \$312,000 against a potential liability of \$5,000,000. The claim was settled for under \$312,000 based upon diligent review and coordination with the client's legal counsel.

Evaluated the extent of soil contamination at two rental car facilities in Warren and Romulus, Michigan for litigation support. Soil contamination was documented and extensive excavations were performed at both facilities by the client's previous consultant. A database of soil analytical results was created and the distribution of contamination was modeled for each site. Based upon the results of the model, it was determined that the data supported the removal of only a fraction of the soils actually removed from the sites. An opinion was presented to the client's counsel for support of recovery of costs from the parties involved in performing the unnecessary soil removal activities.

Review of over 400 boxes of technical documents spanning eighty years in support of litigation. The technical review

consisted of the development of a comprehensive database to facilitate retrieval of documents and water, soil, and air quality data. Personally responsible for the design of the relational database which consisted of twenty tables and several hundred thousand records. The database was used to facilitate the analysis of the fate, transport, and timing of the releases at this complex site.

PUBLICATIONS / PRESENTATIONS

Weaver, R., F.R. Baddour, T. Boyle and V. Rossinsky, Jr., "Removal of Chlorinated Solvents Using Soil Vapor Extraction and Groundwater Treatment Technologies", Proc. 94th Annual Conference and Exhibition Air & Waste Manage. Assoc. 2001, Orlando, FL, Paper No. 508.

Weaver, R., J. Als, F.R. Baddour, T. Boyle and V. Rossinsky, Jr., "Air Quality Management: A Tactical Approach", American Chamber of Commerce of Trinidad and Tobago, 5th Annual Safety, Health & Environmental Conference and Exhibition, 2001, Trinidad, West Indies.



German Navarrete, PMP

Deputy Director, Operations



PROFESSIONAL DISCIPLINES:

- Asbestos Surveys and Abatement Oversight
- Lead Based Paint Surveys and Abatement Oversight
- Soil and Groundwater Sampling
- Mold Assessments

EXPERIENCE: 10 Years

EDUCATION:

Associates Degree, Computer Science,
1998, Florida National College

LANGUAGES:

- English
- Spanish

BIO:

Mr. Navarrete has over ten (10) years of diverse environmental consulting field work and project management experience. Mr. Navarrete manages a \$1.7 million dollar contract with the United States Coast Guard (USCG) and has been a part of a team that has conducted asbestos and lead exposure assessments for forty-six (46) afloat platforms biennially. Mr. Navarrete has also provided project management for a multi-million-dollar environmental sampling contract at Tyndall Air Force Base in Panama City, Florida. During his time at Tyndall Air Force Base, he conducted pre-demolition, Other Regulated Materials (ORM) inventory and lead screenings for 207 buildings and drafted and reviewed technical hazardous reports with multi-disciplinary sampling data results.

CERTIFICATIONS

Project Management Professional Certification (PMP), 2023

Asbestos Building Inspector: 206 TSCA 15 USC 2646/AHERA, 2016

Asbestos Contractor/Supervisor: 206 TSCA 15 USC 2646/AHERA, 2014

NIOSH 582 Equivalency Course, 2014

Lead Safe Renovator: 40 CFR PART 745.225, 2015

EPA Lead Inspector, 2015

Sealed Source XRF – Radiation Safety Training, 2015

30 Hour OSHA Hazard Recognition for Construction Industry Training Course, 2015

OSHA, Confined Space Entry Safety Training, 2018

Asbestos Analysts Registry (ID: 9703), 2019

Florida Mold Assessor (MRSA3110), 2019

(The above course descriptions are for the original courses. The requisite annual courses have been taken as required to maintain certifications. All of the certificates are current.)

SELECTED PROJECT EXPERIENCE

Lead-Based Paint

Provided lead-based paint (LBP) inspections for Broward County Schools prior to cleaning and repainting. Performed the LBP inspections per the survey methodology established by the U.S. Department of Housing and Urban Development (HUD). Several hundred lead-based paint samples were collected, and reports were generated for each school. During cleaning and repainting activities, Mr. Navarrete conducted personnel monitoring to verify lead exposures were below the Occupational Safety & Health Administration (OSHA) Permissible Exposure Limits (PELs).

Field manager responsible for lead inspections of 800 homes as part of the Broward County Airport Development noise mitigation program for the construction of the new runway at Fort Lauderdale International Airport. Performed LBP inspections with an X-ray Fluorescence gun and paint chip sampling per the Toxic Substance Control Act (TSCA). Documented sampling results via tables, photos, and report preparation.

Asbestos

Conducted numerous asbestos 3-year reinspections for Broward County Schools, in compliance with the Asbestos Hazard Emergency Response Act (AHERA). Performed research on previous inspection reports to identify materials not previously included or missing from the asbestos management plans. During on-site inspections, evaluated materials for condition, friability, and potential for disturbance. Collected samples for laboratory analysis and completed photo documentation of materials. Prepared reports at the direction of the client.

Hazardous Materials

Served as a lead project manager for a 1.7-million-dollar contract with the USCG. Conducted asbestos and lead exposure assessments for forty-six (46) afloat platforms biennially. Completed administrative audits of each unit's asbestos and lead hazard management programs and plans following federal and USCG policies. Provided asbestos and lead hazardous awareness training. Drafted and reviewed comprehensive exposure assessment reports for each assessed unit within five (5) business days of each unit visit as required by the Performance Work Statement (PWS). Prepared budgeting and invoicing for labor and travel expenses. Coordinated travel for each unit including lodging, airfare, car rental, and per diem expenses.

Conducted pre-demolition asbestos and hazardous materials surveys for over 350 buildings during two (2) phases of AirQuest's Tyndall Air Force Base project. Surveys were conducted to identify asbestos-containing materials (ACM) within the interior, exterior and roof of the building, to determine if Other Regulated Materials (ORM) materials were present, and to complete a waste stream analysis for Toxicity Characteristic Leachate Procedure (TCLP) Resource Conservation and Recovery Act (RCRA)-8 metals and Polychlorinated Biphenyls (PCBs) for each structure. Assisted in soil sample collection for analysis of organochlorine pesticides (OCPs) and wrote and reviewed the subsequent reports for each building surveyed.

Asbestos Abatement Oversight

Provided asbestos abatement and demolition oversight services on multiple parcels for the Florida Department of Transportation (FDOT) in Miami, Florida. Oversight services were coordinated with the abatement and demolition contractor and FDOT to facilitate the expansion of Southwest 107th Avenue while maintaining the safety of the residents in the highly populated area. Asbestos containing materials that were identified and abated included popcorn ceiling material, window caulking and numerous mastics.

Managed abatement oversight and air monitoring during the removal of asbestos containing materials (ACM) within NAS Key West Hospital. Conducted visual inspections throughout the course of the ACM removal activities to verify proper abatement work practices. Upon completion of gross removal and final cleaning, visual inspections were conducted and the clearance criteria was achieved.

Provided asbestos abatement oversight services for the expansion of the Fort Lauderdale-Hollywood International Airport. Historic demolition debris and asbestos containing materials were discovered during excavation activities for a new terminal. Provided daily oversight of the asbestos removal, collected air samples, and consulted with regulatory agency representatives during the remediation process.

Conducted project oversight and air monitoring at Southside Park in Miami, Florida. Provided air sampling at the park's perimeter to evaluate airborne particulate concentrations in response to dust complaints from the adjacent

homeowners. Activities included the compilation of field notes, sample collection, data collection, and photograph documentation.

Provided abatement oversight and air monitoring before, during, and after removing asbestos-containing materials within the Hialeah Main Post Office in Hialeah, Florida. The purpose of the asbestos abatement oversight was to verify that asbestos abatement work practices were conducted according to contract requirements and that the clearance criteria was achieved. The project consisted of the removal of 500 square feet of asbestos-containing vinyl floor tile and mastic. Mr. Navarrete documented and supervised the abatement contractor's activities, conducted visual clearance of the abated areas, conducted background, work in progress and final air clearance sampling, and reviewed the contractor's post job submittals.

Table I - AirQuest Personnel Licenses and Accreditations

Certification	Certified Industrial Hygienist	Certified Safety Professional	LEED® AP	Licensed Mold Assessor	Licensed Mold Remediator	ACAC CIEC or CIE	EPA Lead Inspector	EPA Lead Risk Assessor	EPA Lead Renovation, Repair & Painting	OSHA 40 HR Hazwoper	OSHA 30 HR Safety	OSHA 10HR General Construction	Confined Space Entry	Licensed Asbestos Consultant	EPA AHERA MP & Project Designer	AHERA Building Inspector	AHERA Project Monitor	NIOSH 582	Project Management Professional (PMP)	Certified Radon
Traci-Anne Boyle	◆	◆		◆								◆		◆	◆	◆				
James Litrides	◆			◆						◆		◆		◆	◆	◆				◆
James Whalen			◆	◆		◆						◆					◆	◆		◆
George Raimundo				◆	◆				◆	◆	◆					◆	◆	◆		
German Navarrete				◆			◆	◆	◆		◆		◆			◆	◆	◆	◆	
Donna Lipson				◆		◆										◆				
Bailley McDonald		◆									◆					◆	◆			
Adrian Amicucci				◆			◆	◆		◆	◆		◆			◆	◆	◆		
Paula Tocaruncho							◆				◆					◆	◆	◆		◆
Jack Hopkinson										◆		◆				◆	◆	◆		
Coleen Sailsman																◆	◆			
Roger Ramirez											◆					◆	◆			
David Silva				◆			◆	◆	◆	◆	◆		◆			◆	◆	◆		
Robert Annis				◆				◆		◆	◆					◆	◆	◆		◆
Stephanie Grandstaff											◆					◆				◆
Christopher Ippolito							◆				◆					◆				◆
River VanDerveer											◆					◆	◆			
Total	2	2	1	9	1	2	5	4	3	6	11	4	3	2	2	16	12	8	1	6

Adrian Amicucci Gomez

Industrial Hygienist



PROFESSIONAL DISCIPLINES:

- Asbestos Inspections and Abatement Oversight
- Lead Based Paint Inspections
- Industrial Hygiene Assessments
- Indoor Air Quality Assessments
- Water Damage Assessments and Abatement Oversight

EXPERIENCE: 6 years

EDUCATION:

Associate Degree in Business Administration,
2018, University of the Sacred Heart, San Juan,
Puerto Rico

LANGUAGES:

- Spanish
- English
- Italian

BIO:

Mr. Amicucci has six (6) years of environmental consulting experience for public, private, and federal entities. He has successfully managed asbestos, mold, and lead base paint inspections and abatement oversight projects. As well as team leader/ manager for special projects for federal, governmental, military clients, among others. Mr. Amicucci is also responsible for maintaining and repairing equipment, training and supervising personnel as well as preparing and reviewing technical reports.

CERTIFICATIONS

FL Asbestos Building Inspector: 206 TSCA 15 USC 2646/AHERA, 2018
 FL Asbestos Contractor/ Supervisor: 206 TSCA 15 USC 2646/AHERA, 2018
 FL Mold Assessor, 2022
 LA Asbestos Inspector, 2021
 VA Licensed Asbestos Inspector, 2020
 NYS Asbestos Inspector Class D, 2023
 NIOSH 582 Equivalency Course, 2018
 EPA Lead Inspector, 2019
 EPA Certified Lead Renovation, Repair and Painting Contractor, 2018
 Confined Space Entry Training General Industry, 2022
 OSHA 30 Hour Construction Outreach Training, 2018
 OSHA 30 Hour Construction Safety and Health, 2023
 OSHA 40 Hour Hazardous Waste Operations and Emergency Training, 2018
 Adult & Pediatric First Aid/ CPR/ AED, 2022
 Cyber Security Awareness Training for State of Florida Employees, 2020
 Level I Antiterrorism Awareness Training, 2019

(The above course descriptions are for the original courses. The requisite annual courses have been taken as required to maintain certifications. All the certificates are current.)

SELECTED PROJECT EXPERIENCE

Multi-Discipline

Conducted pre-demolition and pre-renovation hazardous materials and asbestos surveys for the National Nuclear Security Administration (NNSA) at Kirtland Air Force Base. Surveys were conducted to identify Asbestos-Containing Materials (ACM) and Lead-Based Paint (LBP) within the interior, exterior, and roof of the buildings, determine if Other Regulated Materials (ORM) materials were present, and to complete a waste stream analysis for Toxicity Characteristic Leachate Procedure (TCLP) Resource Conservation and Recovery Act (RCRA)-8 metals and Polychlorinated Biphenyls (PCBs) for each structure.

Industrial Hygienist consultant for NEMCON/HSG (NASA Environmental and Medical Contract / Herndon Solutions Group) at NASA Kennedy Space Center in Cape Canaveral, Florida. Provided personnel training and field oversight, project management and report review for Standard Threshold Shift, noise evaluation assessments, indoor air quality services, asbestos inspections, asbestos abatement oversight, and ergonomic evaluations.

Conducted pre-demolition hazardous materials and asbestos surveys for ninety-two (92) buildings at Tyndall Air Force Base after damage caused by Hurricane Michael in 2018. Surveys were conducted to identify Asbestos-Containing Materials (ACM) and Lead-Based Paint (LBP) within the interior, exterior, and roof of the building, determine if Other Regulated Materials (ORM) materials were present, and to complete a waste stream analysis for Toxicity Characteristic Leachate Procedure (TCLP) Resource Conservation and Recovery Act (RCRA)-8 metals and Polychlorinated Biphenyls (PCBs) for each structure.

Conducted pre-demolition inspections for asbestos, lead, TCLP, and ORM for Pensacola Naval Air Station in Florida, Rock Island Arsenal Garrison in Illinois, and Naval Air Station Joint Reserve Base in Louisiana.

Asbestos Surveys

Conducted numerous asbestos 3-year re-inspections for Broward County Public Schools and Miami-Dade County Public Schools, in compliance with the Asbestos Hazard Emergency Response Act (AHERA). Performed research on previous inspection reports to identify materials not previously included or missing from the asbestos management plans. During on-site inspections evaluated materials for condition, friability, and potential for disturbance. Collected samples for laboratory analysis and completed photo documentation of materials. Prepared reports at the direction of the client.

Performed asbestos pre-purchase, renovation and demolition surveys for multiple school districts, real estate firms and several hospitals in Broward and Miami Dade counties. All inspections included on-site inspection, sampling, photo documentation and report writing.

Asbestos Abatement Oversight

Conducted oversight during the Interim Measure (IM) implementation at a Concrete Debris Area at Patrick Air Force Base. As the Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos abatement supervisor and National Institute of Occupational Safety & Health (NIOSH) 582 microscopist, conducted asbestos air monitoring during excavation activities. All ACM identification, testing, and removal operations were conducted in accordance with: Asbestos Hazard Emergency Response Act (40 Code of Federal Regulations [CFR] 763.80 Subpart G) – Asbestos Worker Protection, 29 CFR 1926.1101, 29 CFR 1910.1001, NIOSH Method 7400 for Phase Contrast Microscopy (PCM) (asbestos air sampling), and Chapter 62-257, Florida Administrative Code.

Provided asbestos abatement oversight services for the renovation of Ramada Hotel after damages caused by Hurricane "Irma" in Florida. Demolition debris and asbestos containing materials were found in popcorn ceilings, floor, and other areas. Provided daily oversight of the asbestos removal, collected air samples, and consulted with regulatory agency representatives during the remediation process.

Worked closely with numerous school districts including Miami-Dade County Public Schools, Broward County Public Schools, and the School Board of West Palm Beach to provide asbestos removal and consulting services.

Worked in residential apartments and houses to provide sample collection, analysis, and air monitoring. All inspections included on-site inspection, sampling, photo documentation and report writing.

Asbestos and Lead Exposure Assessments

Served as a project manager for a \$1.7 million dollar contract with the United States Coast Guard (USCG). Completed administrative audits of each unit's asbestos and lead hazard management programs and plans in accordance with federal and USCG policies. Provided asbestos and lead hazardous awareness training. Drafted and reviewed comprehensive exposure assessment reports for each assessed unit within five (5) business days of each unit visit as required by the Performance Work Statement (PWS).

Lead Surveys

Performed Lead-Based Paint pre-purchase, renovation, demolition, and repainting surveys for multiple real estate firms, school districts, and several hospitals in West Palm Beach, Broward and Miami Dade counties to determine if lead is present in paint, at what concentration, and where the lead paint is found. As well as performing lead-based paint activities in target housing and child-occupied facilities constructed before 1978 according to Toxic Substances Control Act (TSCA).

Inspections included on-site, sampling, photo documentation and report writing. Performed research on previous inspection reports to identify materials not previously included or missing. During on-site inspections evaluated materials for conditions and collected paint chips and wipe samples for laboratory analysis.

Lead Abatement Oversight

Worked with numerous school districts including Miami-Dade County Public Schools, Broward County Public Schools, and the School Board of West Palm Beach to provide lead-based paint removal supervision and consulting services.

Also, worked in residential apartments and houses overseeing abatement projects and air monitoring to mitigate lead-based paint hazards, including photo documentation, daily notes, and report writing.

Emergency Response in Puerto Rico

Following the impact of Hurricane Maria, which hit Puerto Rico as a Category 5 storm, Mr. Amicucci conducted water intrusion and mold inspections at the Puerto Rico Aqueducts and Sewers Authority (PRASA) Headquarter building. Data and pictures were collected to be incorporated in a report.

In 2017, after Hurricane Maria hit Puerto Rico, provided emergency response services to the island for mold and assist in asbestos in malls and hotels for private clients.



Andrew Puccetti, Ph.D.

Chemist/Senior Project Consultant



PROFESSIONAL DISCIPLINES:

- Industrial Hygiene
- Asbestos
- Lead
- Risk Assessment
- Exposure Modeling
- Accident Investigation
- Indoor Air Quality
- Construction Defect
- Mold Assessment and Remediation

EXPERIENCE: 42 years

EDUCATION:

Ph. D. Chemistry - University of Hawaii, 1973

M.S. Environmental Health - University of Michigan, 1969

B.S. Chemistry - University of Toledo, 1968

BIO:

Results oriented environmental scientist providing consultation and litigation support in the fields of environmental compliance, industrial hygiene, hazardous consumer and industrial products for over 40 years. Dr. Puccetti's experience, skills and expertise are sought after by companies challenged by the increasingly onerous quagmire of environmental and consumer product regulations. He has extensive background and experience interacting with high level executives and government agencies such as the Environmental Protection Agency (EPA), Consumer Product Safety Commission (CPSC), U.S. Federal Trade Commission (USFTC) and Occupational Safety and Health Administration (OSHA). Dr. Puccetti was instrumental in the development of labels and Material Safety Data Sheets (MSDS) for a variety of consumer and industrial products. He has provided litigation support by conducting analysis of consumer and industrial product accidents and toxic exposure risk assessments of industrial, commercial and domestic environments. Dr. Puccetti has provided expert witness testimony in over 300 depositions and over 50 state superior court cases.

REGISTRATIONS, LICENSES & CERTIFICATIONS

American Board of Industrial Hygiene, Certified Industrial Hygienist (#3304, Retired, Chemical Aspects)
 OSHA Confine Space Entry in a Marine Environment, 2018

ASSOCIATIONS

American Board of Industrial Hygiene
 American Chemical Society

SELECTED PROJECT EXPERIENCE

- Conducted retrospective toxic chemical exposure assessments for litigation involving chronic and acute chemical exposures in domestic, commercial and industrial environments
- Assisted clients in the development of compliance programs to meet the requirements of the Consumer Product Safety Commission (CPSC), Environmental Protection Agency (EPA) and the Occupational Health and Safety Administration (OSHA)
- Analyzed and assessed accidents involving consumer and industrial products
- Provided risk assessment of residential and commercial buildings involved in construction defect litigation where alleged water intrusion defects resulted in suspect mold growth
- Managed mold abatement activities conforming to the latest industry standards developed by the American Industrial Hygiene Association (AIHA), American Conference of Governmental Industrial Hygienists (ACGIH), Environmental Protection Agency (EPA) and Institute of Inspection, Cleaning and Restoration Certification (IICRC)
- Conducted indoor air quality assessments of large commercial office buildings
- Developed and implemented Operation and Maintenance (O&M) plans for large commercial buildings
- Investigated worker compensation claims involving toxic exposure allegations
- Interfaced with high level executives of firms experiencing environmental compliance issues
- Developed in house chemical hazard communication programs

- Conducted employee training seminars pertaining to chemical hazards

Retrospective Toxic Chemical Exposure Assessment

Conducted a retrospective toxic chemical exposure assessment for litigation support pertaining to a worker compensation claim involving toxic exposure allegations. The assessment was based on documentation produced regarding the types of chemical products used, their chemical and physical properties, the amounts used, details of the process involving the use of the products, environmental factors such as room size and ventilation. Based on this information an exposure estimate was made to a reasonable degree of scientific certainty that was presented as evidence in court.

Smoke Damage Assessment

Hundreds of reaction products are created during and after a fire. The soot, char, and ash that make up the particulate portion of these products are the most noticeable. They are responsible for the visual staining characteristic of fire. However, there are hundreds of toxic chemical compounds released into the air as well. Most dissipate quickly and are not a long-term contamination concern; others can linger for weeks, months, or even years, causing concern about chronic health effects and uncertainty regarding the efficacy of the cleanup or remediation process.

Dr. Puccetti manages smoke damage assessments using current state of the art assessment protocols which generally involve visual inspection, surface residue sampling, sampling for volatile organic compounds emitted by bulk material off-gassing and ambient air sampling.

Feasibility Study, Risk Assessment and Safety Procedures for Caustic Soda Operations

Performed a risk assessment on the availability and the use of chemical caustic soda at the ports of Bayonne, New Jersey and Southampton, United Kingdom. The caustic soda was to be used to treat water used in the removal process of air pollutants from the engines exhaust. The amount of caustic soda was approximately 37,000 gallons delivered and bunkered at the ports every 2 weeks. A feasibility study was performed that reviewed regulations, contact authorities and contact vendors to evaluate whether it was feasible to have 37,000 gallons of 50% sodium hydroxide delivered to the ports of Bayonne and Southampton every two (2) weeks. Relevant environmental health and safety regulations and guidance to evaluate applicable safety procedures and contingencies for spills on land, the ship and in the water, were also reviewed.

Ambient Arsenic Exposure Evaluation, Monitoring and Mitigation

Senior project manager responsible for the determinations of airborne arsenic exposure levels made from air samples that were representative of each employee's exposure to inorganic arsenic over an eight (8) hour period while performing construction activities, as per 29 CFR 1910.1018 (E)(2).

An Employee Exposure Mitigation Plan was for exposures within 50% of the action level of 5 micrograms/cubic meter of arsenic. The plan provided a description of the measures to be undertaken to reduce airborne arsenic concentrations followed by resampling of the affected employees/tasks for which the Initial Employee Monitoring was conducted.

A soil Arsenic Awareness Training Program in Power Point format was developed and presented for training all workers who conducted activities on the site.

Ambient air monitoring was conducted in three (3) locations along project boundaries in the vicinity of residential housing. Monitoring was conducted using a TSI DRX Model 8533 continuous monitor. The monitors were placed at fixed locations and the equipment located ten feet above grade and provided real time data for PM10 and total particulate concentrations. The data was sent via a continuous data link and access to real time data was made available to the Client.

Bailley McDonald, CSP

Deputy Director of Industrial Hygiene



PROFESSIONAL DISCIPLINES:

- Environmental Health & Safety Training
- Site Safety Inspections
- Accident Investigation
- Loss Analysis
- Industrial Hygiene Assessments
- Indoor Air Quality Assessments

EXPERIENCE: 11 years

EDUCATION:

B.S. Occupational Safety and Environmental Health, 2012, Millersville University of Pennsylvania

BIO:

Ms. McDonald has eleven (11) years' experience providing environmental safety and health services. She has a proven ability to identify risks and establish corrective/protective procedures and protocols to ensure compliance with federal regulations, policies, and legislation. Her proven problem solving and decision-making efforts have sustained operations and provided technical guidance to ensure optimal health and safety of personnel.

REGISTRATIONS, LICENSES, & CERTIFICATIONS

Board of Certified Safety Professionals, Certified Safety Professional (CSP, #36415)
 National Recreation and Park Association, Certified Playground Safety Inspector (CPSI, #54190-525)
 OSHA Training Institute Education Centers – USF, OSHA Authorized General Industry Trainer (#20-0080266)
 AHERA Asbestos Inspector Initial
 EMSL IAQ Industrial Hygiene Workshop
 EMSL Mold, IAQ, and IH Sampling
 FEMA IS-106.15_Workplace Violence Awareness
 FEMA IS-00546.12_Continuity of Operations
 FEMA IS-00547.a_Intro to Continuity of Operations
 FEMA IS-906_Workplace Security Awareness
 FEMA IS-907_Active Shooter
 FEMA IS-914_Surveillance Awareness
 OSHA 511 Occupational Safety & Health Standards for the General Industry
 OSHA 7300 Permit Required Confined Space
 OSHA 7505 Incident Investigation
 OSHA 7845 Recordkeeping
 SWA Hazardous Materials Prep & Response

ASSOCIATIONS, AWARDS, AND RECOGNITION

National Safety Council, Rising Star of Safety, 2016
 Speaker at the Workers' Compensation Educational Conference (WCI), 2016
 Speaker at the Workers' Compensation Educational Conference (WCI), 2015
 American Society of Safety Professionals (ASSP)

EXPERIENCE

AirQuest Environmental, Inc.

2023 – Present

Deputy Director of Industrial Hygiene
Fort Lauderdale, Florida

- Estimate, manage, and execute industrial hygiene projects.
- Monitor and notify team of technical advances in the industry.
- Mentor junior industrial hygienists.
- Update and monitor standard operating procedures for industrial hygiene surveys.
- Maintain AirQuest's equipment and optimize usage.

- Provide technical expertise by the review and implementation of AirQuest's internal health and safety programs (Respiratory Protection Program, HazCom Program, and Health & Safety Plan, among others).

Broward County Public Schools, Environmental Health & Safety Department

2018 – 2022

*Coordinator, Health and Safety**Fort Lauderdale, Florida*

- Lead and supervised a team of Environmental Health & Safety Specialists to provide health and safety services to 241 District schools with 267,000 enrolled students and 33,000 employees.
- Compiled and analyzed statistical data regarding accidents, injuries, and overall losses related to safety issues, then presented recommendations to senior leadership for improvements in those areas.
- Evaluated policies, procedures, and facilities to assess risk and compliance with regulations and industry best practices.
- Managed Environmental Health & Safety (EH&S) training program to identify, provide, and document required training to various levels of the organization.

Broward County Risk Management, Safety & Occupational Health Section

2015 – 2018

*Safety and Health Specialist**Fort Lauderdale, Florida*

- Pursued accountability with assigned county agencies to reduce accidents and injuries.
- Conducted safety inspections and accident investigations to provide recommendations for corrective actions related to occupational safety and health protection.
- Compiled and analyzed statistical data regarding accidents, injuries, and overall losses related to safety issues, then presented recommendations for improvements in these areas to assigned county agencies.
- Developed and provided training programs to management and employees at various levels of the county organization.
- Assisted in organization, implementation, and evaluation of safety programs while providing day-to-day support to customer agencies within the county.

Broward County Risk Management, Safety & Occupational Health Section

2014 – 2015

*Special Projects Coordinator II**Fort Lauderdale, Florida*

- Developed, coordinated, and communicated occupational safety and health policies as well as related compliance programs.
- Identified and evaluated workplace hazards in county operations, including but not limited to Fort Lauderdale/Hollywood International Airport, Port Everglades, Broward County Mass Transit, Broward County Water and Wastewater Services, Broward County Libraries, and Broward County Parks and County Facilities.
- Promoted and implemented workplace safety and health programs through campaigns such as National Safety Council's National Safety Month and OSHA's National Safety Stand Down.

Quality Stone Veneer

2013 – 2014

*Safety Director**Refton, Pennsylvania*

- Directed environmental and industrial hygiene compliance programs.
- Investigated accidents and near miss incidents. Evaluated information collected from the investigation to develop safety protocol that decreased future incidents.
- Directed safety programs for installation sites, five manufacturing plants, and sixteen offices.
- Oversaw the construction safety program, including the development of employee and contractor orientation programs and guidelines.
- Developed organization safety policies, safety, and emergency reference materials, as well as auditing and evaluation tools.

Quality Stone Veneer

2012 – 2013

Safety Coordinator

Refton, Pennsylvania

- Developed training programs for manufacturing, office, and installation employees.
- Conducted construction site safety audits at installation sites.
- Chairperson of the Safety Committee. Facilitated and set agenda for Safety Committee Meetings.
- Conducted a variety of industrial hygiene and safety assessments.

Lancaster General Health

2012 – 2012

*Safety Intern**Refton, Pennsylvania*

- Lead and assessed fire drills impacting sixteen facilities in the healthcare system.
- Participated in inspections with authorities, including the Fire Marshal, OSHA, and The Joint Commission.
- Conducted audits of emergency eyewash stations and oxygen storage.
- Maintained the computerized master library of Safety Data Sheets. Lead department inventories of hazardous chemical products.

Christopher Ippolito

Field Technician

PROFESSIONAL DISCIPLINES:

- Asbestos Inspections
- Lead Based Paint Inspections
- Radon Measurement

EXPERIENCE: 3 years

EDUCATION:

Southern New Hampshire University — B.S. in Environmental Science, *in progress*

BIO:

Christopher Ippolito is a seasoned Field Technician with three years of diverse experience in asbestos inspections, lead-based paint inspections, and radon measurement. Currently pursuing a B.S. in Environmental Science at Southern New Hampshire University, Christopher holds key certifications, including AHERA Asbestos Building Inspector, EPA Certified Lead Inspector, Florida Licensed Radon Measurement Technician, and OSHA 30 Hours. His professional journey includes serving as Assistant Project Manager and Administrator at NV5, Inc. in Temple Terrace, where he excelled in drafting comprehensive reports for various assessments, managing project and client relations, conducting surveys, and contributing to the hiring process. Prior to this, Christopher showcased his versatility as a long-term High School Science Substitute and Professional Learning Community Coordinator at Bloomingdale Senior High School in Valrico, where he taught multiple science courses, managed curriculum and inventories, and played a pivotal role in curriculum development. Christopher's commitment to environmental science and his diverse skill set make him a valuable asset in any project or team.

CERTIFICATIONS

AHERA Asbestos Building Inspector — AHERA Certified 2022

EPA Certified Lead Inspector — EPA Certified 2023

Florida Licensed Radon Measurement Technician — Florida Certified 2023

OSHA 30 Hours — OSHA Certified 2023

(The above course descriptions are for the original courses. The requisite annual courses have been taken as required to maintain certifications. All the certificates are current.)

SELECTED PROJECT EXPERIENCE

NV5, Inc. — Temple Terrace

Assistant Project Manager — Industrial Hygiene Team, 2022 - Present

Administrator — Industrial Hygiene and Building Sciences, 2021 - 2022

- Draft detailed reports for various assessments, including asbestos, indoor air quality, radon, and lead, with data analytics for proposed remediation methods.
- Experienced in project and client management, client development, and proposal writing.
- Conduct asbestos and lead surveys, indoor air quality assessments, and radon tests.
- Completing requests for proposals and qualifications for public works.
- Manage I.H. team's certifications.
- Manage accounts payable, accounts receivable/collections, and create invoices for completed projects.
- Contribute to the hiring process - including interviews, training, and account setup for new hires.
- Supported operations manager in overseeing project coordinators, conducting weekly staff meetings, and generating comprehensive project status reports.

Bloomingdale Senior High School — Valrico

Longterm, High School Science Substitute— 2017 - 2021

Professional Learning Community Coordinator — 2018 - 2021

- Taught 8 different science courses, creating and organizing lessons.
- Managed curriculum, textbook inventories, exam schedules, and laboratory maintenance.
- Facilitated research conducted by the subject area team and presented findings to the staff.
- Contributed to curriculum development for new courses, such as Environmental Science.



Coleen Sailsman

Executive Assistant



EXPERIENCE: 5 Years

EDUCATION:

B.A. Environmental Science, University of Florida, 2022

CERTIFICATIONS

- UF Biotility Certified, Biotechnician Assistant Credential
- Adobe Dreamweaver CS6 Certification
- AHERA Asbestos Inspector
- AHERA Contractor Supervisor

SELECTED EXPERIENCE

AirQuest Environmental, Inc. 2022 – Current
Executive Assistant
Fort Lauderdale, Florida

- Provides administrative support to Fort Lauderdale and California offices.
- Assists with software and equipment management for IT department and scheduling.

UF, Institute of Food and Agricultural Sciences Extension 2022
Healthy Living Program Assistant
Palm Beach County, Florida

- Assisted with coordinating presentations and activities surrounding healthy living practices with groups of 15-35 students per classroom.
- Provided support to other program assistants with projects centered around wellness and sustainability.

UF, Thompson Earth Systems Institute 2022
Environmental Leaders Fellow and Communicator
Gainesville, Florida

- Conducted survey and analysis of student interaction with the UF Climate Action Plan v2.0.
- Gained field and research experience alongside environmental education experts and sharpening skills to become a greater environmental communicator.
- Created the Environmental Leadership Network for resources along with three other fellows.

UF, Institute of Food and Agricultural Sciences Extension 2021
Fellow and Healthy Living Program Assistant
Palm Beach County, Florida

- Created digital promotional materials and curriculum aids for the implementation of Latinx developmental program by the name of Juntos.
- Participated in facilitating different 4-H summer programs to create meaningful interactions with students, parents, and staff.

UF, George A. Smathers Libraries, Library West

2019 – 2022

*Circulation Student Assistant Manager**Gainesville, Florida*

- Aided patrons with finding literary material throughout a variety of the library's resources as well as provided customer service to people regarding library usage and research.
- Facilitated the training of four new student employees in helping them become acclimated to the ALEPH and ALMA systems as well as how to aid patrons with their questions.

Northeast High School Lemelson – MIT InvenTeam

2017 – 2018

*Technical Team Lead**Oakland Park, Florida*

- Organized the technical team that developed prototypes and researched mosquito habits, resulting in the creation of the Mosquito Agitator (Patent No.: US 10,893,668 B2) to prevent mosquito-vectored diseases in densely populated areas.
- Created CAD models of the device in Solidworks for production.



David Silva, MRSA

Project Supervisor



PROFESSIONAL DISCIPLINES:

- Asbestos
- Moisture & Microbial Assessment and Remediation
- Indoor Air Quality
- Lead-Based Paint Assessment

EXPERIENCE: 6 years

EMPLOYMENT:

AirQuest Environmental, Inc. October 2022 - Present

NV5, Inc. September 2017 to October 2022

BIO:

Mr. Silva acts as a Project Supervisor for AirQuest Environmental. Mr. Silva has over six years' experience in the Industrial Hygiene field. Mr. Silva has worked on numerous projects in the states of Florida, Georgia, Texas, Arkansas, Arizona, Massachusetts, Mississippi, Missouri, New York, New Jersey, Ohio, Pennsylvania and Louisiana.

REGISTRATIONS, LICENSES & CERTIFICATIONS

Florida Mold Assessor (#MRSA 4280)

Texas Mold Assessment Technician

Asbestos Building Inspector: Multiple States

Asbestos Contract Supervisor: Multiple States

EPA Certified Lead-Based Paint Inspector & Risk Assessor

Georgia Certified Lead-Based Paint Inspector & Risk Assessor

NIOSH 582 Certified Microscopist (PCM)

SELECTED PROJECT EXPERIENCE

Lead-Based Paint Projects

Performed lead-based paint for government entities, private and public schools, single family residences, and multi-family residence throughout Louisiana and Florida. (2017 – Current)

Performed Department of Housing and Urban Development (HUD) lead-based paint evaluations and lead risk assessments for private schools, daycare facilities, and multi-family residences. Lead risk assessments include lead in drinking water, soils and dust throughout Washington. (2023)

Performed over 240 Annual Lead Sampling at Army National Guard Armories throughout Florida, Alabama, Mississippi, Arkansas, and Louisiana. (2022 – 2023)

Asbestos Surveys & Abatement Oversight

Performed project and air monitoring during remediation within district 7 for the Florida Department of Transportation. (2022)

Performed AHERA asbestos surveys for single-family residences, multi-family residences, private schools, local government facilities, commercial buildings, retail buildings and medical office buildings throughout Florida, Georgia, Louisiana, Mississippi and Missouri. (2018 - Current)

Managed and performed asbestos surveys and project monitoring for asbestos abatement throughout the Saint Petersburg Justice Center. Scope of work included inspecting containments daily and prior to abatement, daily oversight and air monitoring during the abatement activities, maintaining a safe work environment and ensuring that the abatement work was performed in accordance with state and federal regulations. (2021 - 2022)

Performed several asbestos surveys and project monitoring for asbestos abatement projects at Louisiana State University Health and Science Center, which was undergoing renovations. Scope of work included inspecting containments daily and prior to abatement, daily oversight and air monitoring during the abatement activities, maintaining a safe work environment and ensuring that the abatement work was performed in accordance with state and federal regulations. (2018 – 2019)

Performed a demolition level asbestos survey on two 800,000 square feet multi-use buildings consisting of approximately 400 suites located in Doral, Florida. (2022)

Moisture & Microbial Assessment & Remediation

Performed a moisture and microbial assessment and project monitoring during abatement of 287 housing units at the apartment complex. Services included providing detailed documentation of moisture and mold related issues in each housing unit by visual observations, moisture meter measurements, photographing and documenting each unit. During the abatement, process duties included containment checks, visual clearance and bioaerosol air sampling. (2019)

Performed a moisture and microbial assessment and project monitoring during abatement of 287 housing units at the apartment complex. Services included providing detailed documentation of moisture and mold related issues in each housing unit by visual observations, moisture meter measurements, photographing and documenting each unit. During the abatement, process duties included containment checks, visual clearance and bioaerosol air sampling. (2019)

Performed a moisture and microbial assessment and project monitoring during abatement of 288 units at the apartment complex. Services included providing detailed documentation of moisture and mold related issues in each unit by visual observations, moisture meter measurements, photographing and documenting each unit. During the abatement, process duties included containment checks, visual clearance, bioaerosol air sampling and surface sampling. (2019 - 2020)

Performed moisture and microbial assessments and clearance testing at a variety of assisted living facilities throughout Texas (2021 - 2022)

Indoor Air Quality

Performed baseline indoor air quality assessments of commercial facilities in multiple States, most including bioaerosol sampling and evaluation including surveys for private and public entities.

Multi-Disciplinary Projects

Performed moisture intrusion / mapping, asbestos, leaded paint screening and mold evaluations in numerous public and private commercial and hospitality facilities, and multi-family residential facilities associated with emergency hurricane responses: State of Louisiana, Texas, Florida, and North Carolina since 2017 (Hurricanes Irma, Chris, Florence, Michael, Barry, Hanna, Isaias, Laura, Sally, Delta, Zeta, Eta, and Ian)



Donna Seavy Lipson, CIEC, CIAQP, MRSA

Director of Operations, Gulf Coast



PROFESSIONAL DISCIPLINES:

- Asbestos
- Moisture/Microbial Assessments
- Indoor Air Quality
- Phase I Environmental
- Industrial Hygiene
- Lead Assessments
- Project Management

EXPERIENCE: 31 years

EDUCATION:

Bachelor of Science, Marketing, May 2000
University of South Florida, Tampa, Florida

EMPLOYMENT:

AirQuest Environmental, Inc. October 2022-Present

NV5, Inc. February 2014 to September 2022

Air Quality Consulting, Inc. April 1999 to February 2014

BIO:

Ms. Lipson has over thirty-one (31) years of diverse environmental consulting, and industrial hygiene experience spanning over nineteen (19) states in the US and Canada. She specializes in directing and managing complex, multidisciplinary, and large-scale environmental projects.

Ms. Lipson is responsible for the operations of the Gulf Coast division of AirQuest including business development, staff production, project and client management, report preparation, and senior review. She is also responsible for the performance and management of scientific field studies including indoor air quality assessments, moisture/microbial and asbestos projects, Phase I environmental site assessments, and other industrial hygiene evaluations.

Ms. Lipson has provided environmental consulting to a variety of parties including developers, capital investors, lending institutions, architects, engineers, property managers, contractors, government officials, insurance companies and regulatory agencies.

REGISTRATIONS, LICENSES & CERTIFICATIONS

Certified Indoor Environmental Consultant (#0610037)

Certified Indoor Air Quality Professional (#496)

Florida Mold Assessor (#MRSA-3370)

Asbestos Building Inspector (1993 - present)

OSHA Health and Safety, 30-hour 1926 Construction Industry

ASSOCIATIONS

Indoor Air Quality Association

Association of Energy Engineers

SELECTED PROJECT EXPERIENCE

Asbestos

Conducted and/or managed AHERA asbestos surveys for demolition, renovation, and due diligence on commercial, governmental, and multi-family residential structures for various private and public entities throughout numerous states since 1995. Responsibilities included project and client management, report preparation, Operations and Maintenance Plan (O&M) preparation, contractor management, and management of remediation oversight.

Senior project manager for asbestos surveys performed on large-scale production facilities in seven (7) States for a Fortune 50 Company. Scopes of work included survey, report preparation, Operations and Maintenance Programs (O&M), and contractor negotiation and management. Subsequent activities included annual reinspections and re-surveys with updated reports and project management during remediation.

Senior project manager for term contract with Pasco County, Florida for asbestos consulting services. The contract was

expanded by the client to include the Cities of Zephyrhills and New Port Richey. The contract included demolition level asbestos surveys of single-family residential structures throughout the county (2014-2019).

Senior project and client manager for a demolition-level asbestos survey on two 800,000 square feet multi-use buildings consisting of approximately 400 suites located in Miami, Florida (2022).

Mold

Performed and/or managed hundreds of microbial investigations throughout numerous states for various property managers, developers, insurance firms, government agencies, and private and public entities. Responsibilities included project and client management, bioaerosol and surface sampling and interpretation, moisture mapping, report preparation, contractor management, and management of remediation oversight.

Senior project management for multiple large-scale, emergency response projects subsequent to Hurricane Irma in Miami, Florida (2017) including the coordination and management of multiple teams at several high-rise structures and luxury multifamily residences throughout Miami. Scopes of work included moisture mapping, asbestos surveys, report preparation, and remediation specification development incorporating microbial and asbestos issues.

Performed moisture intrusion and microbial evaluation in response to a major flood within a federal hospital in Florida. The scope of work included moisture survey, wall cavity observation, and abatement specification development incorporating mold and asbestos issues.

Senior project manager for a 23-story, multi-family condominium building under construction in Fort Lauderdale, Florida, which experienced two water intrusion events on upper floors. Scope of work included the team coordination and performance of moisture mapping and microbial evaluations throughout 15 floors, report preparation, and remediation recommendations/protocol development (2020).

Senior project manager for a large-scale project involving multi-family housing on a military base in Florida, including the coordination and management of multiple teams. The scope of work included detailed documentation of moisture and microbial assessments within each unit by visual observation, moisture meter, and infrared (IR) with contractor oversight during remediation. Subsequent reports were prepared for assessments and/or post remediation verification (PRV) (2019).

Indoor Air Quality

Project management and performance of over 200 baseline indoor air quality assessments of occupied office buildings in 17 states and Canada. The assessments included direct readings of temperature, relative humidity, carbon dioxide, carbon monoxide, respirable particulate, and volatile organic compounds (VOCs). Bioaerosol and carpet dust sampling (cultured) were also conducted along with visual evaluations of the heating, ventilation, and air conditioning (HVAC) systems (i.e., AHU, plenums, fresh air intakes, and building air filtration system). The results were presented in a survey report outlining the findings and recommendations for any corrective action.

Industrial Hygiene / Multi-Disciplinary Projects

Performed and managed pre-demolition, hazardous materials surveys for polychlorinated biphenyls (PCBs), asbestos, lead-based paint, hazardous chemicals, and RCRA metals at an industrial manufacturing facility in Ybor City, Florida.

Senior project manager for a term contract with Manatee County, Florida for indoor air quality and asbestos consulting services. The contract included the performance of renovation and demolition level asbestos surveys and indoor air quality assessments of various county-owned structures (2015-2017).

Senior project manager for a term contract with Sarasota Housing Authority (SHA) in Sarasota, Florida. Contract includes consulting services for asbestos, lead paint, moisture/microbial, indoor air quality, O&M, specification development, contractor management, and remediation air and project monitoring at facilities owned by the SHA (2018-2022).

Performed worker-exposure assessments and personnel monitoring for airborne particle contamination associated with work activities at a printing facility in Wheeling, Illinois.

Phase I Environmental Assessments and Due Diligence Investigations

Conducted, coordinated, and managed over 400 Phase I Environmental Site Assessments (ESA) and Transaction Screens throughout ten states. Due diligence investigations conducted in accordance with the applicable ASTM Standards, client standards, certification requirements, and/or exceeding industry standards. Numerous projects included evaluations for asbestos, lead paint, and mold. ESA projects were conducted on various urban, suburban, and rural sites including multi-family residential, single-family, commercial, retail, high-rise office buildings, vacant, agricultural, and light industrial.



Paulo George Raimundo

Project Manager



PROFESSIONAL DISCIPLINES:

- Mold and Moisture
- Indoor Air Quality
- Industrial Hygiene
- Asbestos Inspections
- Asbestos Abatement Oversight
- EPA 3-Year Re-Inspections

EXPERIENCE: 17 Years

LANGUAGES:

- English
- Portuguese
- Spanish

BIO:

Mr. Raimundo has seventeen (17) years of experience providing industrial hygiene contracting and consulting services in the United States and Europe. He was formerly a managing partner for INTERAMIANTO, LDA, an asbestos abatement contracting firm and for RISKALERT LDA, and asbestos consulting firm, both in Portugal. He is a Florida Licensed Mold Assessor and Remediator. At AirQuest, Mr. Raimundo conducts asbestos inspections and abatement oversight projects for our contracts, including Miami-Dade County Public Schools, the School Board of Broward County, and the Florida Department of Transportation. Mr. Raimundo was the project manager overseeing industrial hygiene activities in nearly 2000 homes as part of Broward County Aviation Department's Noise Mitigation Program at Fort Lauderdale-Hollywood International Airport.

REGISTRATIONS, LICENSES & CERTIFICATIONS

Florida Licensed Mold Assessor, #MRSA 2508

New York State Certified Mold Assessor, DMV# 686 383 842

Florida Licensed Mold Remediator, #MRSR3315

EPA Certified Lead Renovation, Repair, and Painting Contractor, 2018

OSHA 30-Hour Construction Safety, 2015

Fundamentals of Industrial Hygiene, North Carolina Occupational Safety and Health, 2016

Asbestos Building Inspector: 206 TSCA 15 USC 2646/AHERA, 2012

Asbestos Contractor/Supervisor: 206 TSCA 15 USC 2646/AHERA, 2012

NIOSH 582 Equivalency Course, 2012

Proficiency Certificate in Management of Asbestos in Buildings-BOHS, United Kingdom, 2008

Proficiency Certificate in Building Surveys and Bulk Sampling for Asbestos - BOHS, United Kingdom, 2008

OSHA Confined Space Entry in a Marine Environment Training, 2018

Certified Sanitizing Professional, 2020

OSHA 40 Hour Hazwoper, 2020

(The above course descriptions are for the original courses. The requisite annual courses have been taken as required to maintain certifications. All of the certificates are current unless noted.)

SELECTED PROJECT EXPERIENCE

Mold and Moisture

Conducted a post remediation inspection at a single-family residence for a home builder. The inspection was performed after the reconstruction of areas of the drywall system ceiling in the second-floor bathrooms and hallway and replacement of attic duct insulation with a higher R-value insulation. Temperature, relative humidity, and dewpoint readings were taken to help evaluate the efficiency of the Heating Ventilation and Air Conditioning (HVAC), occupant comfort, and are indicators of the environmental condition under which certain microbes will grow. Mr. Raimundo took moisture meter readings using a Protimeter Survey Master SM. No suspect fungal growth or water damage was observed. Based off the results of the inspection, Mr. Raimundo concluded no further investigations or building material removal was warranted but made other recommendations that included proper size air filter replacement, thermostat settings, and opening supply air diffusers. Results were provided to the client in a report.

Conducted a post mold remediation verification for a home builder. The inspection was ordered to determine if remediation efforts were successful at removing mold impacted/water damaged building materials. Mr. Raimundo conducted visual inspection of the work area in the locations that were remediated including a ceiling of air handling unit closet on second floor landing and a wall under a window of a secondary bedroom/bathroom. Mr. Raimundo documented the inspection with photographs. He provided a report to the client with the conclusions from his findings.

Provided project management and oversight during remediation activities within seven (7) buildings at Attucks Middle School, in Hollywood, Florida for Broward County Public Schools. Mr. Raimundo conducted abatement oversight of remediation activities that included the removal of approximately 6,083 square feet of mold impacted ceiling tiles and the decontamination of all interior surfaces by micro-cleaning. The visual inspection was conducted in conjunction with moisture readings as a tool to determine if remediation efforts were successful at removing water-damaged building materials. Infrared thermography was performed using a FLIR E6 infrared camera and a FLIR MR176 Imaging Moisture Meter Plus with IGM. Moisture readings were recorded with a Protimeter Surveymaster Hygrometer. Upon completion of the abatement activities, Mr. Raimundo review the post-job submittals supplied by the remediation contractors. A report was prepared and provided to the client that included a summary of remediation activities, visual and field assessment data, document review, and conclusions.

A mold and moisture survey and air sampling were performed within four (4) new express lane tolling points in Miami, Florida. The prefabricated buildings were approximately 260 square feet with plywood secured to the inside of concrete walls and ceilings to mount electrical equipment. The units also had two (2) air conditioning units mounted to an exterior wall. The survey included visual observations, collection of temperature, relative humidity, and moisture readings, and air sampling for mold. The moisture survey was performed utilizing a DelmHorst TechCheck PLUS. Total fungal spore counts in the air were measured using a spore trap and analyze by a laboratory. Mr. Raimundo interpreted fungal results and provided the client with a report including visual findings, laboratory results, and conclusions and recommendations.

Conducted mold remediation oversight for 350 rooms at a hotel. The purpose of the inspections and air analysis was to determine if remediation efforts were successful at removing mold impacted building materials from Buildings A and B following a hurricane event. Mr. Raimundo conducted visual inspections and air sample collection for laboratory analysis. A visual inspection was conducted of the work areas prior to sample collection. At the time of the site inspection, the work areas were clean and free of visible dust, debris and water damaged building materials. Mr. Raimundo collected air samples using Air-O-Cell™ cassettes to identify airborne fungi and other particulate matter. Samples were submitted under chain of custody to an Environmental Microbiology Laboratory Accreditation Program (EMLAP) laboratory, which is also accredited by the American Industrial Hygiene Association (AIHA) in Environmental Microbiology. Mr. Raimundo provided the client with a report summarizing findings, analytical results, and recommendations, that included that the work areas were ready for reconstruction.

Conducted Post Remediation Verification Inspection for forty-seven (47) single-family residences for a developer in Hollywood Florida. The inspection was ordered to determine if remediation efforts were successful at removing, sanitizing mold-impacted building materials Mr. Raimundo conducted visual inspection of the work areas in the locations that were remediated. Mr. Raimundo documented the inspection with photographs. He provided a report for each home to the client with the conclusions from his findings.

Asbestos

Conducted numerous asbestos inspection surveys during the Hurricane Ian Emergency Response in Fort Myers, Florida.

Conducted an asbestos survey of numerous buildings pending demolition on behalf of the Florida Department of Transportation as part of the Right of Way acquisition on State Road 7. The surveys were destructive in nature and identified Category I Non-Friable, Category II Non-Friable and Regulated Asbestos Containing Materials in accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAPs).

Conducted an asbestos survey of select areas of the Westfield Broward Mall in Plantation, Florida. Areas surveyed included:

thirteen (13) food court spaces, fifteen (15) storage areas, ten (10) tenant spaces, one (1) tenant kiosk, two (2) restrooms, mall common areas (food court seating, three (3) concourse areas and a rear corridor), select exterior areas, and select roof areas. The results were incorporated into a comprehensive report, which was submitted to Broward County for permitting and environmental compliance.

Lead-Based Paint

Field manager responsible for lead inspections of 800 homes as part of the Broward County Airport Development noise mitigation program for the construction of the new runway at Fort Lauderdale International Airport. Perform lead-based paint inspections with an X-ray Fluorescence gun and paint chip sampling in accordance with the Toxic Substance Control Act (TSCA). Document sampling results via tables, photos and report preparation.

Industrial Hygiene

Conducted Silica testing (NIOSH 7500 Method) and noise assessment in various Stone Manufacturing Industries.

Conducted personnel and area monitoring to evaluate airborne contaminant concentrations and personal exposure levels to silica during the construction of a reservoir.

Conducted sampling for volatile organic compounds (VOCs) at a residence in Miami Beach. Low levels of VOCs were identified that may be contributing to an allergic reaction in the owner.



James S. Litrides, MS, CIH

Director, Industrial Hygiene Services



PROFESSIONAL DISCIPLINES:

- Industrial Hygiene
- Indoor Air Quality
- Asbestos, Mold, Lead Based Paint
- OSHA & EPA Compliance
- LEED Testing
- Noise, Radon, Heat, Illumination
- Expert Witness

EXPERIENCE: 42 years

EDUCATION:

Master of Science, Environmental Science, 1980
Drexel University, Philadelphia, Pennsylvania
Bachelor of Arts, Biology, 1976
Lehigh University, Bethlehem, Pennsylvania

BIO:

Mr. Litrides joined AirQuest after a distinguished history in comprehensive industrial hygiene and environmental consulting. Prior to joining AirQuest, he was principal of his own full service environmental and industrial hygiene consulting company, as well as an 8-year tenure as the Manager of Safety and Occupational Health for Broward County, Florida. He has over forty (40) years of industrial hygiene and environmental consulting experience providing services to a wide array of clients, representing government, institutional, private and public sectors. Mr. Litrides has worked closely with insurance companies to resolve claim liability and provided expert testimony in litigation proceedings. He has also managed industrial hygiene programs for large companies and municipalities. Focusing on occupational health and safety (OHS), Mr. Litrides has developed compliance programs and procedures, provided training, and audited policies to maintain safe and healthful workplaces.

REGISTRATIONS, LICENSES & CERTIFICATIONS

ABIH Certified Industrial Hygienist (CIH), No. 3611CP
 ABIH Indoor Environmental Quality (IEQ) Sub-Specialty
 State of Florida Asbestos Consultant, No. IA0000009
 State of Florida Radon Measurement Specialist, No. R1145
 State of Florida Mold Assessor, No. MRSA 35
 Asbestos Building Inspector: Accreditation under TSCA Title II/AHERA
 Asbestos Project Designer: Accreditation under TSCA Title II/AHERA
 Asbestos Management Planner: Accreditation under TSCA Title II/AHERA
 Asbestos Contractor/Supervisor: Accreditation under TSCA Title II/AHERA
 OSHA Hazwoper 40-Hour Certification
 OSHA 10-Hour Construction Industry Outreach Training
 FEMA Environmental Health Training in Emergency Response (EHTER) – Operations, 2016
 FEMA Surveillance Awareness: What You Can Do, IS-00914, 2015
 FEMA ICS for Single Resources and Initial Action Incident, ICS-200, IS00200.b, 2012
 FEMA Introduction to Incident Command System, ICS-100, IS-00100.b, 2012
 FEMA Basic Workplace Security Awareness, IS-00906, 2015
 FEMA Active Shooter: What You Can Do, IS-00907, 2015
 FEMA National Incident Management System (NIMS) An Introduction, IS-00700.a, 2009

ASSOCIATIONS

American Industrial Hygiene Association (AIHA)
 American Board of Industrial Hygiene (ABIH)
 American Conference of Governmental Industrial Hygienists (ACGIH)
 American Society of Heating, Refrigerating, & Air Conditioning Engineers (ASHRAE)
 Indoor Air Quality Association (IAQA)
 National Registry of Environmental Professionals (NREP)
 Controlled Environment Testing Association (CETA)

PUBLICATIONS / PRESENTATIONS

Litrides, J.S., "Mold and Bioaerosols in South Florida Buildings", 2002. 2003 Lorman Education Services, "Solving Water Intrusion and Mold Problems in Florida". Presented in Ft. Lauderdale, Tampa, Dania Beach, and Sarasota.

SELECTED PROJECT EXPERIENCE

City of Tamarac - Performed an indoor air quality assessment at the City Hall Building. The purpose of the on-site investigation was to establish background data of potential ambient air contaminants and/or physical characteristics which contributed to the quality of indoor air. Chemical parameters included carbon dioxide and formaldehyde. Physical parameters included temperature, humidity, and ventilation. Biological testing included bacteria and fungi. The final report included the description of the nature and sources of indoor air quality problems and the conditions that caused them.

General Services Administration - Provided consulting services to the General Services Administration for comprehensive industrial hygiene, indoor air quality assessment, and mold, asbestos and lead consulting. The purpose of the initial assessment was to uncover the cause of musty odor, temperature and humidity problems in a federal courthouse building. The assessment included the sample parameters for organic vapors, fungi, bacteria, carbon dioxide, ventilation, and temperature/relative humidity. Findings were provided to GSA along with specific remedial actions necessary to correct any problems identified.

Broward College - Performed over a dozen Indoor Air Quality Assessments, several lead abatement projects, and over fifty asbestos surveys, design, and abatement projects throughout the four Broward College campuses.

Performed an indoor air quality assessment in a classroom building which was experiencing temperature and humidity problems. The IAQ assessment included the sample parameters for formaldehyde, 4-PC, organic vapors, asbestos, fungi, bacteria, carbon dioxide, ventilation, illumination, and temperature/relative humidity. The report detailed the findings with specific remedial actions necessary to correct the problems identified. This approach provided BC with an objectionable set of options to assess potential liability and safety issues at the college.

Performed a water damage and mold assessment in a classroom building, identified the problems, recommended replacement of the air handlers, and designed the remediation project specifications. The remediation included mold and mildew decontamination of the entire building and its contents and cleaning and decontamination of the buildings duct work. Mr. Litrides performed the project administration during remediation and performed the clearance testing after completion of the duct cleaning work.

Northwest Christian Academy - Conducted radon screening testing at Northwest Christian Academy for compliance with State of Florida HRS regulations. The first screening measurements were taken with charcoal canisters over a 2-day period with several results reported above the EPA action level of 4 pCi/L. Subsequent sampling was performed with long term alpha track detectors.

Palm Beach County - Performed consulting services for comprehensive industrial hygiene, asbestos and lead consulting in various schools throughout Palm Beach County. Utilized for the asbestos abatement project monitoring for various schools. Project monitoring was provided for over one hundred and fifteen schools throughout Palm Beach County.

State Farm Insurance Company - Contracted by numerous claim representatives throughout the State of Florida to provide consulting services for water loss incidents and mold related claims. Provided services for initial mold investigations which include environmental sampling for airborne viable and total fungal samples, moisture testing on building surfaces, contact sampling for determining fungal contamination, and spore sampling inside wall cavities to determine the need for remediation. Based on the findings, Mold Remediation Guidelines were developed for contractors to follow proper procedures in mold abatement projects. Upon completion of remediation, airborne clearance testing using laser particulate counting methodology was performed before allowing the Contractor to dismantle the containment system. Follow-up bioaerosol sampling for both viable and total fungi was performed after restoration to determine if the indoor air has returned to a "normal" fungal ecology.

Palm Beach College - Conducted a survey of 70 buildings consisting of 1.2 million square feet of space at Palm Beach College. The inspections were completed, and comprehensive Management Plans were developed in accordance with the EPA AHERA regulations. Ongoing management of the program was provided along with project planning, specification design, compliance monitoring, and consultation.

School Board of Broward County - Surveyed Fort Lauderdale High School for locations, types, amounts, conditions, and hazard potential of all asbestos containing materials. Specifications were developed for removal of ceiling and floor tiles for the entire building (55,000 square feet). Time for completion was critical, and Mr. Litrides and his team provided the School Board with project administration to ensure that the contractor remained on schedule. The project was completed within originally developed time and budget constraints.



Paula Tocaruncho

Field Technician



PROFESSIONAL DISCIPLINES:

- Asbestos
- Worker Exposure Assessments
- Technical Report and Proposal Writing

EXPERIENCE: 5 Years

LANGUAGES:

- English
- Spanish

EDUCATION:

Bachelor of Science, Environmental Science,
May 2019, Broward College, Davie, Florida

BIO:

Ms. Tocaruncho has over five (5) years of environmental consulting and industrial hygiene experience. She has extensive technical report and proposal writing experience, including preparing data logs, photologs, and databases. Ms. Tocaruncho has compiled reports, validated data, and prepared diagrams that showcase her proficiency across various computer applications and technology. She efficiently plans and manages multiple assignments to meet tight deadlines. She has used her computer abilities to digitize forms that are used in the field to improve accuracy and effectiveness in field and technical report writing activities.

REGISTRATIONS, LICENSES & CERTIFICATIONS

OSHA 30 Hour General Industry Outreach Training, 26-607373578, 2019

Level I Antiterrorism Awareness Training, 2019

AHERA Facility Inspector Initial Training, AA022620110, February 26, 2020

Protecting Yourself from COVID-19 In The Workplace, April 28, 2020

NIOSH 582E, 2483, September 25, 2020

Asbestos in Buildings: Air Sampling and Analysis, 2483, September 25, 2020

Asbestos in Buildings: Abatement Project Supervision, 3527, November 6, 2020

AHERA Contractor/Supervisor Refresher, ON-4649-17012-111323, November 13, 2023

EPA Lead Inspector, 5448, November 30, 2022

Florida Radon Measurement Technician, R2801, December 28, 2023

(The above course descriptions are for the original courses. If required, the requisite annual courses have been taken to maintain certifications unless noted.)

SELECTED PROJECT EXPERIENCE

Asbestos Surveys & Reporting

Broward County Public Schools

Conduct site walkthroughs and visual inspections, document homogeneous areas and presumed asbestos containing materials, and draft and prepare pre-renovation and pre-demolition asbestos survey reports.

Broward County Public Schools Asbestos Hazard Emergency Response Act (AHERA) 3-Year Program

Conduct site walkthroughs and visual inspections, document homogeneous areas and presumed asbestos containing materials, and draft and prepare pre-renovation and pre-demolition asbestos survey reports.

Miami-Dade County Public Schools Asbestos Hazard Emergency Response Act (AHERA) 3-Year Program

Conduct site walkthroughs and visual inspections, document homogeneous areas and presumed asbestos containing materials, and draft and prepare pre-renovation and pre-demolition asbestos survey reports.

Technical Report and Proposal Writing Reports

Draft reports for pre-renovation and pre-demolition asbestos surveys throughout Florida on behalf of homeowners, homebuilders, insurance carriers, condominium associations, and employers. Create new projects, communicate with clients, and draft proposals and cost estimates for clients.

Asbestos and Lead Air Monitoring

Broward County Public Schools Air Monitoring

Conduct air monitoring at asbestos abatement schools and conduct air clearance testing.

Miami-Dade County Public Schools Air Monitoring

Conduct air monitoring at asbestos abatement schools and conduct air clearance testing.

Multi-Disciplinary Projects

Tyndall Air Force Base

Drafted over 200 pre-demolition hazardous materials reports with sampling data results for asbestos, lead screening, toxicity characteristic leaching procedure (TCLP) 8 Resource Conservation and Recovery Act (RCRA) metals waste stream characterization, polychlorinated biphenyls (PCBs) in paint, other regulated materials (ORM) inventory, and soil analysis for organochlorine pesticides (OCPs). Managed field data including laboratory analysis, photologs, diagrams and sampling tables to meet project deadline.

United States Coast Guard

Complete administrative audits of each unit's asbestos and lead hazard management programs and plans in accordance with federal and USCG policies. Draft and review comprehensive exposure assessment reports for each assessed unit within five (5) business days of each unit visit.



Robert Annis, MRSA

Senior Project Supervisor



PROFESSIONAL DISCIPLINES:

- Asbestos
- Moisture & Microbial Assessment & Remediation
- Radon Testing
- Lead-Based Paint Assessment
- Indoor Air Quality

EXPERIENCE:

11 years

EMPLOYMENT:

AirQuest Environmental, Inc. October 2022 - Present

NV5, Inc. February 2014 to October 2022

Air Quality Consulting December 2012

BIO:

Mr. Annis acts as a Senior Project Supervisor for AirQuest Environmental. Mr. Annis is responsible for the performance of scientific field studies including indoor air quality, moisture and microbial evaluations, lead-based paint evaluations, asbestos surveys, asbestos abatement air and project monitoring, and radon assessments. Mr. Annis has more than 10 years' experience in the environmental field.

REGISTRATIONS, LICENSES & CERTIFICATIONS

Florida Mold Assessor (#MRSA4277)

Asbestos Building Inspector: Multiple States

Asbestos Contract Supervisor: Multiple States

EPA Certified Lead-Based Paint Inspector & Risk Assessor

Georgia Certified Lead-Based Paint Inspector & Risk Assessor

Texas Certified Lead-Based Paint Risk Assessor

Certified Radon Measurement Technician (2484)

NIOSH 582 Certified Microscopist (PCM)

OSHA 30 Hour Outreach Training for Construction Industry

SELECTED PROJECT EXPERIENCE

Lead-Based Paint Projects

Performed Department of Housing and Urban Development (HUD) lead-based paint evaluations and lead risk assessments for private schools, daycare facilities, and multifamily residences. Lead risk assessments include lead in drinking water, soils and dust throughout Florida, Georgia, Texas, and Washington (2017- Current).

Performed annual lead sampling at Army National Guard Armories throughout Florida (2023).

Asbestos Surveys & Abatement Oversight

Performed demolition level asbestos survey, project monitoring, and air Monitoring during abatement within district 7 for the Florida Department of Transportation (2023).

Performed AHERA asbestos surveys for single family residences, multi-family residences, private schools, local government facilities, commercial buildings, retail buildings and medical office buildings throughout Florida, Georgia, Alabama, Arizona and Washington (2013 - Current).

Performed asbestos surveys and project monitoring for asbestos abatement throughout the Saint Petersburg Justice Center. Scope of work included inspecting containments daily and prior to abatement, daily oversight and air monitoring during the abatement activities, maintaining a safe work environment and ensuring that the abatement work was performed in accordance with state and federal regulations (2021 - 2022).

Performed a demolition level asbestos survey and contractor management on two 800,000 square feet multi-use buildings consisting of approximately 400 suites located in Doral, Florida (2022).

Moisture & Microbial Assessment & Remediation

Managed and performed microbial inspections and abatement monitoring of a military housing complex in Tampa, Florida. Scope of work included survey of over 280 multi-family residential units, abatement scope of work project monitoring, project documentation, and post remediation verification (2019).

Performed a moisture intrusion / mapping and mold evaluation and project monitoring throughout 15 floors of a multi-family residential facility under construction associated with two water intrusion events (2020).

Performed moisture and microbial evaluations for numerous public and private commercial and hospitality facilities, and multi-family residential facilities throughout Florida, Georgia, Arizona, Louisiana and Illinois (2013 – Current).

Performed moisture and microbial assessments and clearance testing at a variety of assisted living facilities throughout Texas (2021 – 2022).

Multi-Disciplinary Projects

Performed moisture intrusion / mapping, asbestos, and mold evaluations in numerous public and private commercial and hospitality facilities, and multi-family residential facilities associated with emergency hurricane responses: State of Florida 2017 (Hurricane Irma).

Performed renovation level asbestos surveys and lead paint surveys for gas stations and associated convenience stores for a national client throughout five southern states (2015).

Performed renovation level asbestos surveys and lead paint surveys on community center for a government entity in Florida (2022).

Performed demolition level asbestos surveys and lead paint surveys on five water treatment plants for private Client in Florida (2022).

Performed renovation level asbestos survey and lead paint screening for a multi-family residential project: State of Washington (2022).

Radon Assessments

Performed radon assessments of public and private schools, medical facilities, assisted living facilities, and multi-family residence throughout Florida, Georgia, North Dakota, and Washington (2016 - Current).



Stephanie Grandstaff

Project Manager



PROFESSIONAL DISCIPLINES:

- Asbestos
- Moist & Microbial Assessment
- Indoor Air Quality

EXPERIENCE: 4 years

EDUCATION:

Bachelor of Science, Business Administration Management, May 2008
San Diego State University

EMPLOYMENT:

AirQuest Environmental, Inc. October 2022 - Present

NV5, Inc. March 2018 to September 2022

BIO:

Ms. Grandstaff is responsible for the performance and management of scientific field studies including moisture-microbial evaluations, asbestos projects, and other industrial hygiene evaluations. Ms. Grandstaff has over 4 years' experience in the industrial hygiene and environmental fields.

REGISTRATIONS, LICENSES & CERTIFICATIONS

Asbestos Building Inspector: Accreditation under TSCA Title II/AHERA
OSHA 30 Hour Outreach Training for Construction Industry
Florida Notary

SELECTED PROJECT EXPERIENCE

Asbestos Surveys

Performed AHERA asbestos surveys for single-family residences, multi-family residences, public schools, commercial buildings, retail buildings, and medical office buildings throughout Florida (2020 - Current).

Managed asbestos surveys and project monitoring for asbestos abatement throughout the Saint Petersburg Justice Center. Scope of work included inspecting containments daily and prior to abatement, daily oversight and air monitoring during the abatement activities, maintaining a safe work environment and ensuring that the abatement work was performed in accordance with state and federal regulations (2021 - 2022).

Managed a demolition level asbestos survey of twenty-five (25) mobile homes and common areas in Largo, Florida. The survey included a visual inspection, sampling of suspect materials, and final report (2020 – 2021).

Managed and performed a demolition-level asbestos survey and contractor management on two 800,000 square feet multi-use buildings consisting of approximately 400 suites located in Doral, Florida (2022).

Managed renovation level asbestos surveys for a national retail chain throughout Florida (2020 – 2022).

Managed asbestos, lead-based paint, and mold abatement monitoring project for historic federal courthouse in Miami, Florida (2019 – 2021).

Moisture & Microbial Assessment

Managed and performed microbial inspection of multiple military-housing complexes. Scope included survey of 55 multi-family residential units to include HVAC systems, water intrusion assessment, and documentation. Various Cities, Florida (2020).

Performed moisture mapping and microbial inspection of a high-rise apartment building in Fort Lauderdale, Florida. Scope included survey of over 200 residential units and common areas, to identify microbial growth, water intrusion assessment, and documentation (2020).

Performed moisture inspections of multiple housing complexes. Scope included survey of over 1,000 residential units to include HVAC systems and common areas to identify microbial growth and water intrusion. Various Cities, Georgia (2019).

Multi-Disciplinary Projects

Performed moisture-intrusion mapping, asbestos, and mold evaluations in numerous public and private commercial and multi-family residential facilities associated with emergency hurricane response in Florida 2022 (Hurricane Ian).

Managed renovation-level asbestos survey and lead-paint screening for a multi-family residential project in Washington (2022).

Managed renovation-level asbestos surveys and lead-paint surveys on community center for a government entity in Florida (2022).

Managed demolition-level asbestos surveys and lead-paint surveys on five water treatment plants for a private Client in Florida (2022).

Managed asbestos, lead-based paint, and mold abatement monitoring project for a historic federal courthouse in Miami, Florida (2019 – 2021).



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>AirQuest Environmental, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>6851 SW 45th Street</u>		
	City:	<u>Fort Lauderdale</u>	
	State:	<u>Florida</u>	Zip: <u>33314</u>
	Country:	<u>United States</u>	
Remit To Address	<u>Same as above</u>		
	City:		
	State:		Zip: <u></u>
	Country:		
Order From Address	<u>Same as above</u>		
	City:		
	State:		Zip: <u></u>
	Country:		
Foreign Entity (Yes/No)	<u>No</u>		
Telephone Number	<u>954-792-4549</u>		
Primary Company E-mail	<u>orders@airquestinc.com</u>		
Fax	<u>954-792-2221</u>		
Website	<u>www.airquestinc.com</u>		
DUNS	<u>119169683</u>		
Independent Contractor (Yes/No)	<u>No</u>		
Identification Number	SSN:		FID: <u>05-0529142</u>

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

CONTACT INFORMATION			
Contact Name (First & Last Name)	<u>Traci-Anne Whalen</u>		
Description/Title/Position	<u>President</u>		
Phone (Voice)	<u>954-947-3239</u>		
Phone (Text)	<u>Same</u>	Opt In (Y/N):	<u>Yes</u>
Fax	<u>954-792-2221</u>		
E-mail	<u>traci@airquestinc.com</u>		

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.

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
6851 SW 45th Street

6 City, state, and ZIP code
Fort Lauderdale, Florida 33314

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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

0	5	-	0	5	2	9	1	4	2
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ 01/16/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

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

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>AirQuest Environmental, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>6851 SW 45th Street</u>		
	City:	<u>Fort Lauderdale</u>	
	State:	<u>Florida</u>	Zip:
Country:	<u>United States</u>		

Organization Background	
Please state the year that you company started its business	2002
Please state the year that your company started providing service under your current business name	2002
What State is your Company Registered In?	Florida

Professional License Information		
License Type	License Number	Expiration
EPA Lead-Based Paint Activities	LBP-16418-3	June 9, 2026
EPA Lead-Based Paint RRP	NAT-16418-3	May 16, 2028
FL Asbestos	ZA304	November 30, 2025
FL Radon Measurement Services	RB2184	November 30, 2024

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

Please Provide a Summary of your Company and What Services you provide
<p>AirQuest was incorporated in 2002 as a niche industrial hygiene and environmental consulting firm. Our services include asbestos, lead-based paint, industrial hygiene, radon, mold, indoor air quality, safety, and select environmental consulting services. We have personnel and company licenses in numerous states throughout the country and have performed services from small local governments to federal agencies and with projects valued at over several million.</p>



City of Pembroke Pines

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


1. This sworn statement is submitted AirQuest Environmental, Inc.
(name of entity submitting sworn statement) whose business address is
6851 SW 45th Street, Fort Lauderdale, Florida 33314
and (if applicable) its Federal Employer Identification Number (FEIN) is
05-0529142. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Traci-Anne Whalen 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

AirQuest Environmental, Inc.
Company

05/17/2024
Date



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

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

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

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

SECTION 1 DEFINITIONS

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



City of Pembroke Pines

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

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

SECTION 2 CERTIFICATION OF CONTRACTOR

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

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

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

4. The Contractor is a governmental agency;

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

COMPANY NAME: AirQuest Environmental, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Traci-Anne Whalen

Digitally signed by Traci-Anne Whalen

Date: 2024.05.17 16:46:31 -04'00'



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

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

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

SECTION 2 AFFIRMATION

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

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

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

Traci-Anne
Whalen

Digitally signed by Traci-Anne Whalen
Date: 2024.05.17 16:39:32
-04'00'

Authorized Signature

Traci-Anne Whalen

Authorized Signer Name

AirQuest Environmental, Inc.

Company Name



City of Pembroke Pines

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

I, Traci-Anne Whalen, on behalf of AirQuest Environmental, Inc.,
Print Name and Title Company Name


certify that AirQuest Environmental, 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.

<u>AirQuest Environmental, Inc.</u>	 <u>Traci-Anne Whalen</u>	<u>President</u>
Company Name	Print Name / Signature	Title



City of Pembroke Pines

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

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

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

AirQuest Environmental, Inc.

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: Traci-Anne Whalen 



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: AirQuest Environmental, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Traci-Anne Whalen Digitally signed by Traci-Anne Whalen
Date: 2024.05.17 16:45:04 -04'00'

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

LOBBYING

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

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

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

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



 Signature of Contractor's Authorized Official

AirQuest Environmental, Inc.

 Contractor / Name of Company

Traci-Anne Whalen

 Printed Name and Title of Contractor's Authorized Official

05/22/2024

 Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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



 Signature of Contractor's Authorized Official

AirQuest Environmental, Inc.

 Contractor / Name of Company

Traci-Anne Whalen

 Printed Name and Title of Contractor's Authorized Official

05/22/2024

 Date

N/A

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____ <small>Traci-Ann e Whalen</small> a. bid / offer / application b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number

October 4, 2023

**Ms. Traci-Anne Boyle
AIRQUEST ENVIRONMENTAL, INC.
6851 SW 45th Street
Davie, FL 33314**

ANNIVERSARY DATE – Annually, on September 14th

Dear Ms. Boyle:

Broward County is pleased to announce **AirQuest Environmental, Inc.** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date, but is contingent upon AirQuest Environmental, Inc. renewing its eligibility annually through this office, the Office of Economic and Small Business Development (OESBD). **OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility.** Failure to continue your eligibility will result in immediate action to decertify AirQuest Environmental, Inc. as a DBE.

As long as AirQuest Environmental, Inc. is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of AirQuest Environmental, Inc.

AirQuest Environmental, Inc. will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

DBE certification is **NOT** a guarantee of work, but enables AirQuest Environmental, Inc. to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Re: AIRQUEST ENVIRONMENTAL, INC.

October 4, 2023

If, at any time, there is a material change in AirQuest Environmental, Inc. including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of AirQuest Environmental, Inc., you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

AirQuest Environmental, Inc. may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

NAICS CODE: 541350 Building Inspection Services

NAICS CODE: 541620 Environmental Consulting Services

NAICS CODE: 541690 Safety Consulting Services

NAICS CODE: 541990 Other Testing and Consulting Services

NAICS CODE: 562910 Abatement Activities (including asbestos and lead)

NAICS CODE: 541611 Administrative Mgmt. and General Mgmt. Consulting Services

NAICS CODE: 561110 Office Administrative Services

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

SANDY-MICHAEL MCDONALD
MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2023.10.11 13:37:31 -04'00'

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



**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Airquest Environmental Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Traci-Anne Whalen
NAICS: 541620, 238910, 541350, 541611, 541690, 541990, 561110, 561210, 562111, 562910 UNSPSC: 77000000, 77100000, 77101500, 77101505, 77101700, 77101800, 77111500, 77111600, 91111700
Certification Number: WOSB201943
Renewal Date: December 19, 2024
WOSB Regulation Expiration Date: 12/19/2026



Nancy Allen, Women's Business Enterprise Council Florida President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

State of Florida

Department of State

I certify from the records of this office that AIRQUEST ENVIRONMENTAL, INC. is a corporation organized under the laws of the State of Florida, filed on August 28, 2002.

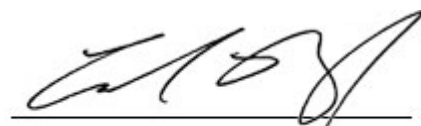
The document number of this corporation is P02000093621.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 29, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of January,
2024*




Secretary of State

Tracking Number: 2713451313CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

United States Environmental Protection Agency

This is to certify that



AirQuest Environmental, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 16, 2028

NAT-16418-3
Certification #
May 02, 2023
Issued On



Sheila Canavan, Associate Division Director
Existing Chemicals Risk Management Division

United States Environmental Protection Agency

This is to certify that

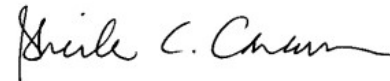
AirQuest Environmental, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 09, 2026



Sheila Canavan, Associate Division Director
Existing Chemicals Risk Management Division

LBP-16418-3

Certification #

May 02, 2023

Issued On



From: [Deleon, Lilian](#)
To: [Orosa, Anabel](#)
Cc: [Contracts](#)
Subject: FW: AirQuest Environmental, Inc. - Environmental Specialists for Residential Home Inspection
Date: Wednesday, August 21, 2024 8:27:14 PM
Attachments: [COI Expires 10012024.pdf](#)
[Airquest Environmental, Inc. - RFO # PL-24-01 Environmental Specialists Orig A. \(CA.VE\).pdf](#)
[image001.png](#)

Good evening, Anabel,

We reviewed and approved insurance documents provided for: [AirQuest Environmental, Inc.](#)

Thanks

Lilian Deleon
City Of Pembroke Pines
Human Resources/Risk Management Department
Risk/Benefits Manager
601 City Center Way 3rd Floor
Pembroke Pines, FL 33025
Phone: (954) 392-2093
Fax: (954)517-8406
ldeleon@ppines.com



From: Orosa, Anabel <aorosa@ppines.com>
Sent: Tuesday, August 20, 2024 3:20 PM
To: Deleon, Lilian <ldeleon@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: AirQuest Environmental, Inc. - Environmental Specialists for Residential Home Inspection

Good afternoon Lili,

Please could you review the attached COI with regard to the above-referenced agreement so as to provide us with your approval/comments?

Thank you,

Anabel Orosa

City of Pembroke Pines | Contracts

601 City Center Way | Pembroke Pines, FL 33025

Main: 954-392-9435

Team email: contracts@ppines.com