



Parks Architectural and Engineering Services

Request for Qualifications # RE-19-15

General Information		
Project Cost Estimate	Time and Budget Requirements	See Section 1.5 / Tab 5
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Mandatory / Non-Mandatory Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	December 2, 2019	See Section 1.8
Proposals will be accepted until	2:00 p.m. on December 17, 2019	See Section 1.8
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable

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



Table of Contents

SECTION 1 - INSTRUCTIONS.....	5
1.1 NOTICE.....	5
1.2 PURPOSE.....	5
1.3 SCOPE OF WORK.....	6
1.3.1 GENERAL.....	6
1.3.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES.....	7
1.3.3 ELECTRICAL ENGINEERING SERVICES	7
1.3.4 GEOTECHNICAL SERVICES.....	8
1.3.5 STRUCTURAL ENGINEERING SERVICES	8
1.3.6 LAND SURVEYING SERVICES	8
1.3.7 GENERAL ARCHITECTURAL SERVICES.....	8
1.3.8 LANDSCAPE ARCHITECTURE SERVICES.....	9
1.4 TERM OF CONTRACT.....	9
1.5 PROPOSAL REQUIREMENTS	9
Title Page:	9
Tab 1 – Letter of Interest:	9
Tab 2 – Standard Form 330 (Parts I and II)	10
Tab 3 – Certified Minority Business Enterprise	10
Tab 4 - Firm’s Understanding and Approach to the Work:	10
Tab 5 - Willingness to meet time and budget requirements:	11
Tab 6 - Recent, current, and projected workloads of the firms:	11
Tab 7 – Other Completed Documents	11
Tab 8 – Professional Registration Certificates:	12
Tab 9 - Additional Information:.....	12
1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS	12
1.6.1 Vendor Information Form.....	13
1.6.2 Form W-9 (Rev. October 2018).....	13
1.6.3 Sworn Statement on Public Entity Crimes Form.....	13
1.6.4 Local Vendor Preference Certification	13
1.6.5 Local Business Tax Receipts	13



1.6.6	Veteran Owned Small Business Preference Certification	13
1.6.7	Equal Benefits Certification Form	14
1.6.8	Vendor Drug-Free Workplace Certification Form	14
1.6.9	Scrutinized Company Certification.....	14
1.7	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	14
1.7.1	QUALIFYING & SELECTING FIRMS	14
1.7.2	COMPETITIVE NEGOTIATION.....	16
1.7.3	PROHIBITION AGAINST CONTINGENT FEES	17
1.8	TENTATIVE SCHEDULE OF EVENTS	17
1.9	SUBMISSION REQUIREMENTS	18
SECTION 2 - INSURANCE REQUIREMENTS		19
2.1	REQUIRED INSURANCE	20
2.2	REQUIRED ENDORSEMENTS	21
SECTION 3 - GENERAL TERMS & CONDITIONS.....		23
3.1	EXAMINATION OF CONTRACT DOCUMENTS	23
3.2	CONFLICT OF INSTRUCTIONS	23
3.3	ADDENDA or ADDENDUM	23
3.4	INTERPRETATIONS AND QUESTIONS	23
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	23
3.6	WARRANTIES FOR USAGE	24
3.7	BRAND NAMES.....	24
3.8	QUALITY.....	24
3.9	SAMPLES.....	24
3.10	DEVELOPMENT COSTS	24
3.11	PRICING.....	24
3.12	DELIVERY POINT	24
3.13	TAX EXEMPT STATUS	24
3.14	CONTRACT TIME	25
3.15	COPYRIGHT OR PATENT RIGHTS	25
3.16	PUBLIC ENTITY CRIMES	25
3.17	CONFLICT OF INTEREST	25
3.18	FACILITIES	25



3.19	ENVIRONMENTAL REGULATIONS	25
3.20	SIGNATURE REQUIRED.....	26
3.21	MANUFACTURER’S CERTIFICATION.....	26
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	26
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	26
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	27
3.25	BID PROTEST	27
3.26	INDEMNIFICATION.....	27
3.27	DEFAULT PROVISION	28
3.28	ACCEPTANCE OF MATERIAL.....	28
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	28
3.30	SCRUTINIZED COMPANIES LIST.....	28
3.31	PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	29

ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer’s Completed Qualification Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract (**Continuing Contract - CCNA**)
- Attachment F: References Form
- Attachment G: Standard Form 330



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 # RE-19-15 “Parks Architectural and Engineering Services”

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

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

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

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

Proposals will be accepted until 2:00 p.m., Tuesday, December 17, 2019. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking qualification statements from qualified firms to provide Parks Engineering Services, in accordance with the terms, conditions, and specifications contained in this solicitation and in accordance with the Consultant’s Competitive Negotiation Act (C.C.N.A. – Florida Statute 287.055). Services may include, however are not limited to, architectural, engineering, designs/plans, surveying, design criteria packages, etc.



The City intends to enter into a “continuing contract”, as defined by Florida Statute 287.055(2)(g), with one firm which can be used on an as needed basis.

No minimum amount of professional services or compensation will be assured to the firm that is awarded and the CITY shall preserve its option to retain other architectural, engineering and professional service firms or to perform work “in-house” for any particular project or assignment at its sole discretion

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

1.3 SCOPE OF WORK

The Recreation and Cultural Arts Department is seeking professional services for the disciplines outlined in this solicitation.

Typical Projects may include but not limited to:

- Park Design and Renovation (Sports Fields, Landscaping, Sidewalks, Sports Lighting, Drainage, Irrigation, etc.) as well as permitting services and professional services during construction.
- Parks and Recreation Buildings (Bathroom Facilities, Recreation Centers, Aquatic Centers, etc.) as well as permitting services and professional services during construction.

1.3.1 GENERAL

Applies to all disciplines:

1. Site investigation and evaluation
2. Report preparation
3. Project planning/Master planning
4. Design and Preparation of engineering plans, specifications and contract documents
5. Permits preparation and review
6. Preparation of schedules
7. Bid/award and evaluations
8. Post Design Services (professional services during construction), including, but not limited to:
 - a. Meetings
 - b. Plans revisions and change orders reviews
 - c. Shop drawing review
 - d. RFI reviews



- e. As-built drawings review
 - f. Construction observation and final certification.
 - g. Certification of proposed requests for payments.
9. Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups

1.3.2 GENERAL CIVIL AND ENVIRONMENTAL ENGINEERING SERVICES

Includes but not limited to:

- 1. General Utility Engineering; including, but not limited to:
 - a. Water mains
 - b. Gravity sewer
 - c. Sewage force mains
 - d. Pump stations.
- 2. Surface water management; including but not limited to storm water systems and drainage.
- 3. Roadway and miscellaneous civil engineering improvements; including but not limited to:
 - a. Roadway Design
 - b. Pedestrian Sidewalk/Multi-Use Trail Design
- 4. Report writing including monitoring reports and preparation of certifications and other documentation required by the permits.
- 5. Design and permitting of dredge/fill activities and wetland mitigation improvements.
- 6. Inspection of dredge and fill and/or wetland mitigation activities.
- 7. Support in preparing CITY Resolutions pertaining to various disciplines.
- 8. Identification and coordination of environmental maintenance activities at Parks.
- 9. Preparation of miscellaneous Phase-I Environmental Audits and/or engineering due diligence investigations.
- 10. Represent the CITY in matters involving or relating to other governmental entities at the local, regional, state or national level, pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.
- 11. Represent the CITY in matters involving or relating to private development interests pertaining to environmental and/or site civil engineering services in which CITY is a participant or otherwise has an interest.

1.3.3 ELECTRICAL ENGINEERING SERVICES

Includes but not limited to:



1. General municipal building electrical engineering including:
 - a. New building design.
 - b. Existing building evaluation and modifications.
 - c. Stand-by power systems for buildings
 - d. Roadway and parking lot lighting design.
 - e. Power planning and interfacing with FPL.

1.3.4 GEOTECHNICAL SERVICES

Includes but not limited to:

1. Perform soil exploration and sampling
2. Perform field and onsite soil and material testing
3. Prepare geotechnical reports

1.3.5 STRUCTURAL ENGINEERING SERVICES

Includes but not limited to:

1. Perform structural analysis/evaluation/inspection
2. Perform structural design

1.3.6 LAND SURVEYING SERVICES

Includes but not limited to:

1. Property description, evaluation and interpretation
2. Writing, evaluation, and interpretation of legal descriptions
3. Prepare site plans/surveys

1.3.7 GENERAL ARCHITECTURAL SERVICES

Includes but not limited to:

1. Provide design of commercial buildings and structures
2. Project planning
3. Provide preliminary studies
4. Provide drawings and specifications,
5. Provide site inspections
6. Attendance at meetings (including public presentations) with CITY, other consultants and regulatory agencies, and/or private property owners/developers/special interest groups
7. Certification of Proposer requests for payments



1.3.8 LANDSCAPE ARCHITECTURE SERVICES

Includes but not limited to:

1. Landscape design for parks, medians, CITY entrance ways, and around public properties
2. Research and site inventory
3. Master planning
4. Irrigation system master planning and design.

1.4 TERM OF CONTRACT

The City intends to award a continuing contract to one firm. The initial term of the agreement will be for a three (3) year period. The Agreement may be renewed for two (2) additional three (3) year terms upon mutual consent, evidenced by a written Amendment to the Agreement extending the term thereof.

1.5 PROPOSAL REQUIREMENTS

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

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

Title Page:

List the following:

Subject: **RFQ # RE-19-15 "Parks Architectural and Engineering Services"**

1. Date
2. Name of the Firm
3. Address of the local office
4. Telephone Number
5. Email Address

Tab 1 – Letter of Interest:

Limit to two (2) pages.



1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size
 - b. Range of activities
 - c. Firms strength and stability
 - d. **Location of firm:** (Firm must have a local established office location within the counties of Broward, Miami Dade or Palm Beach Counties. Work must be completed in this office.) If services will be performed by different offices (such as a joint venture) provide a location for each firm.
 - e. Summary of abilities and experience of the firms' professional personnel (More details to be provided in **Sections E – G, Standard Form 330**)
 - f. Summary of past performance of the firm on similar projects (More details to be provided in **Section H, Standard Form 330**)
 - g. Availability and access to the firms' top level management personnel.
 - h. Identification of the firm's, single, professionally licensed point of contact for this project.
2. This Letter of Interest must be signed by a corporate officer.

Tab 2 – Standard Form 330 (Parts I and II)

The **Standard Form 330** has been included in this RFQ as **Attachment G**. Firms shall complete both Part I and II of the Standard Form 330 so that the City can obtain adequate information for this RFQ.

Tab 3 – Certified Minority Business Enterprise

1. Please identify if you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act.
 - a. If you are a Certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act, please provide proof.

Tab 4 - Firm's Understanding and Approach to the Work:

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

1. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
2. Identify any issues or concerns of significance that may be appropriate.
3. A brief statement must be included, which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

**Tab 5 - Willingness to meet time and budget requirements:**

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

Project	Timeframe	Total 5 Year Compensation*	Funding Years
1. Park Design and Renovation (Sports Fields, Landscaping, Sidewalks, Sports Lighting, Drainage, Irrigation, etc.) as well as permitting services and professional services during construction.	January 2019 Start	\$250,000	2019-2024
2. Parks and Recreation Buildings (Bathroom Facilities, Recreation Centers, Aquatic Centers, etc.) as well as permitting services and professional services during construction.	September 2019 Start	\$250,000	2019-2024

***Estimated assistance needed for 5 years. Dependent on volume of reviews and timing of those reviews.**

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

Tab 6 - Recent, current, and projected workloads of the firms:

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

Tab 7 – Other Completed Documents

1. **Attachment A: Contact Information Form**
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
 - b. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name



- on the documents that they are submitting and utilizing when responding to the solicitation.
- c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. **Attachment B: Non-Collusive Affidavit**
3. **Attachment C: Proposer's Qualifications Statement**
4. **Attachment F: References Form**
 - a. Provide five references from projects that your firm has completed while providing similar services, within the State of Florida from the last five years.

Tab 8 – Professional Registration Certificates:

1. **Professional Registration Certificates:**
 - a. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
 - b. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
 - c. Provide copy of the Florida Dept. of Business and Professional Regulation, (DBPR), Certificate of Authorization for the firm.
 - d. Provide copies of all professional licenses, resumes and qualifications for the qualifying agent of the firm and all duly authorized representatives, (DAR). Ch. 481 for Architects, Ch. 471 for Engineers and Ch. 468 for Building Code Administrators and Inspectors.

Tab 9 - Additional Information:

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

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require 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.

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.

These forms will be found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync 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 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines.
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors’ qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States



Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

1.7.1 QUALIFYING & SELECTING FIRMS

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

Criteria	Points
Adequacy of Personnel / Ability of Professional Personnel	20 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	20 points
Firm's Understanding and Approach to the Work	20 points
Capabilities	20 points
Experience (of the firm or individual)	15 points
Total Points	100 points

- C. The Evaluation Committee shall have the option of shortlisting the qualified firms to **no less than three firms**. In addition, the Evaluation Committee **shall conduct**



discussions and may require presentations from each of the short listed firms regarding their:

- (1) **Qualifications;**
- (2) **Approach to the project; and**
- (3) **Ability to furnish the required services.**

- D. The Evaluation Committee shall select in order of preference **no fewer than three firms** deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Evaluation Committee shall utilize the following criteria:

Criteria	Points
Adequacy of Personnel / Ability of Professional Personnel	20 points
Whether a firm is a Certified Minority Business Enterprise (as defined by the Florida Small and Minority Business Assistance Act)	5 points
Past Record / Past Performance	20 points
Firm's Understanding and Approach to the Work	20 points
Willingness to meet time and budget requirements	15 points
Recent, current, and projected workloads of the firms	10 points
Location	5 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.



- E. In the event a score for an individual evaluator results in a tie or the overall score results in a tie, the evaluator or evaluation committee will be asked to **break the tie and rank the tied vendors based on the volume of work previously awarded to each firm by the City**, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.
- i. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to **break the tie and give preference to a business that certifies that it has implemented a drug-free workplace program on the Vendor Drug-Free Workplace Certification Form**.
 - ii. In the event the score still results in a tie, the evaluator or evaluation committee will be asked to break the tie by **publicly drawing lots**.
- F. The Evaluation Committee will make a recommendation to the City Commission for award of contract and approval for the City Manager to negotiate a contract with most qualified firm. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.
- G. The City may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under Section 1.7.2 below.

1.7.2 COMPETITIVE NEGOTIATION

In accordance with Florida Statute 287.055(5) “Competitive Negotiation”:

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



(b) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City's Administrative Staff determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The City's Administrative Staff shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City's Administrative Staff must terminate negotiations. The City's Administrative Staff shall then undertake negotiations with the third most qualified firm.

(c) Should the City's Administrative Staff be unable to negotiate a satisfactory contract with any of the selected firms, the City's Administrative Staff shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

1.7.3 PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6) "Prohibition against Contingent Fees":

(a) Each contract entered into by the City for professional services must contain a prohibition against contingent fees as follows:

"The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

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

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	November 19, 2019
Question Due Date	December 2, 2019
Anticipated Date of Issuance for the Addenda with Questions and Answers	December 6, 2019
Proposals will be accepted until	2:00 p.m. on December 17, 2019



Proposals will be opened at	2:30 p.m. on December 17, 2019
Evaluation of Proposals by Evaluation Committee	December 18, 2020 – January 6, 2020
Recommendation of Contractor to City Commission	January 15, 2020

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on December 17, 2019.

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

The vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



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.

2.1 REQUIRED INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

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

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

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

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

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



Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

- C. AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, with a limit of liability, no less than \$5,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)
- E. ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than \$1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTOR's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY



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

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division 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.

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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

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

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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



3.14 CONTRACT TIME

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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

from the date of being placed on the convicted vendor list."

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

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



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

3.20 SIGNATURE REQUIRED

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

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

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

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

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or**



repairs on a public building or public work, the entity shall:

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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

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

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

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

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

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights



and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 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 if:

(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.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC 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.