



# Grant Administration for Community Redevelopment Projects

## Request for Qualifications # PL-20-01

General Information		
Administrative Fees	Negotiated for each grant received, not to exceed the maximum allowable Administrative Fee stipulated by the specific grant funding guidelines and requirements.	See Section 1.4.1
Project Timeline	Three (3) years after the date of execution of the Agreement, or upon the expenditure of all funds in conformance with the requirements of the respective program, with two additional one year renewals.	See Section 1.4.2
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable.	See Section 1.8
Question Due Date	July 14, 2020	See Section 1.8
Proposals will be accepted until	2:00 p.m. on July 28, 2020	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable.	Not Applicable.
100% Payment and Performance Bonds	Not Applicable.	Not Applicable.
Grant or Federal Funding Information	HUD Programs	Not Applicable

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



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Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Federal Grant Administration**

Attachment F: References Form



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

#### **RFQ # PL-20-01 Grant Administration for Community Redevelopment Projects**

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

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

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

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

**Proposals will be accepted until 2:00 p.m., Tuesday, July 28, 2020.** Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com). The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Consultant, to supply Grant Management, Administration and Implementation for Community Redevelopment Projects in accordance with the terms, conditions, and specifications contained in this solicitation.

### **1.3 SCOPE OF WORK**

The Scope of Services, which the consultant must be prepared and qualified to provide, is as follows:



1. Prepare, and update as required, the City's CDBG Consolidated Plan and Amendments as required.
2. Prepare the City's CDBG Annual Action Plan, and Amendments as required.
3. Prepare, and update as required, the City's SHIP Local Housing Assistance Plan.
4. Implement an Environmental Review process if required by any eligible activities undertaken.
5. Prepare and implement a Citizens Participation Plan and conduct all required Public Hearings and prepare all related Public Notices.
6. Prepare the CDBG Consolidated Annual Performance and Evaluation Report.
7. Prepare annual performance report for the SHIP program.
8. Monitor and administer all program activities to ensure that all required expenditure and timeliness standards are met.
9. Manage and supervise day-to-day operation of the City's CDBG, SHIP, HOME, and NSP funded activities.
10. Provide monthly progress reports on current projects to City staff.
11. Provide training opportunities for City staff necessary to the implementation and administration of program activities.
12. Provide responses to City and/or public queries / concerns within two business days. Maintain a project communications log with applicants with dates / times / notes related to communications.
13. Assist City in drafting responses relating to formal program or project inquiries.
14. Establish and Implement HUD's Integrated Disbursement and Information System (IDIS) for the City, including implementing all necessary financial, administrative and bookkeeping requirements; coordinate billings; purchasing; reimbursements and payment requests through the City's finance department.
15. Submit annual HUD60002 report through Section 3 Performance Evaluation and Registry System (SPEARS).
16. Submit annually Woman Minority Business Enterprise (WMBE) report to HUD.
17. Process all loans and grants associated with appropriate CDBG, SHIP, HOME and NSP funded activities.
18. Review all necessary or appropriate agreements / contracts for compliance with CDBG, SHIP, HOME and NSP program requirements.
19. Prepare appropriate documents such as applications, compliance checklists, certifications, etc.
20. Provide formal program procedure sheets for each grant strategy to the City each year and updates as they may occur.
21. Maintain a company website to service the public. Provide program materials as needed by city staff or required by program for city website.
22. Assist in the preparation of all noticing as well as advertisements and public outreach materials related to grant programs.



23. Determine the eligibility of program participants.
24. Coordinate the activities of the lenders, contractors, not for profit organizations and applicants.
25. Monitor all CDBG sub-recipients.
26. Conduct on-site and in-house housing inspections and have prepared project specifications and work orders in compliance with CDBG, SHIP, NSP and HOME guidelines.
27. Monitor and enforce Labor Standards under the Davis Bacon Act.
28. Pursuant to CDBG, SHIP, NSP and HOME regulations, monitor and enforce all applicable civil rights and anti-discrimination laws, fair housing choice, Equal Employment Opportunity, and Anti-Displacement and Relocation Assistance.
29. Conduct and update as necessary an Analysis of impediments to Fair Housing Choice.
30. Implement the recommended actions identified in the City's Analysis of Impediments to Fair Housing Choice.
31. Conduct other such research and evaluation of proposed activities as may be required by the City from time to time.
32. As required, attend all necessary meetings and make presentations to City officials and residents.
33. Represent the City at the Broward Home Consortium. Advise the City on Consortium discussions and requirements. Assist the City in processing Consortium requests where appropriate. Maintain communications with Broward County Housing staff regarding HOME program matters.
34. Maintain all program related files. Provide electronic sets of completed program files after each program year. Securely store and maintain all program documents as required by State and Federal law.
35. Attend and participate in the City Affordable Housing Advisory Committee (AHAC) meetings from time to time as required by City and the State of Florida.
36. Similar actions as may be required by federal, state, and county housing programs.

#### **1.4 ADMINISTRATIVE FEES & PROJECT TIMELINE**

##### **1.4.1 ADMINISTRATIVE FEES**

Administrative Fees for the awarded firm shall be negotiated on a case by case basis for each grant received. Administrative Fees may be based on a percentage of grant funds received or for a specified dollar amount, however these fees shall not exceed the maximum allowable Administrative Fee stipulated by the specific grant funding guidelines and requirements.

##### **1.4.2 PROJECT TIMELINE**



The initial term of the agreement shall take effect as of the date of execution and shall terminate no later than three (3) 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. The agreement shall also include two (2) additional one (1) year renewal options.

## **1.5 PROPOSAL SUBMISSION**

The [www.bidsync.com](http://www.bidsync.com) website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

### **Title Page:**

List the following:

Subject: **RFQ # PL-20-01 "Grant Administration for Community Redevelopment Projects"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
  - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

### **Table of Contents:**

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

### **Letter of Interest:**

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
  - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
  - b. Summary of abilities and experience of the firms' professional personnel
  - c. Summary of past performance of the firm on similar projects
  - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.



**1.5.1 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.

**Tab 1 - Firm Qualifications and Experience (35 points):**

To be considered, the individual, management team or firm that is submitting a proposal must possess considerable expertise and experience in the development, management and implementation of projects funded by the SHIP, HOME, CDBG, NSP programs and other similar programs.

The proposing individual, management team or firm should state the size of the firm, the size of the firm's governmental experienced staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and on a part-time basis.

If the proposing individual, management team or firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal proposing individual, management team and firm (administrator) should be noted, if applicable.

The proposing individual, management team or firm shall also provide information on the results of any federal, state, or county reviews or field reviews of its projects or engagements during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

**Tab 2 - Partner, Supervisory and Staff Qualifications and Experience (35 points):**

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement.
2. Provide the number of staff members employed.
3. Resumes of each person shall be provided with emphasis on their experience with similar projects. If resumes are not available at the time the proposal is submitted, Proposers should provide a listing of the qualifications, including training, including relevant continuing professional education, experience,



honors and awards received, professional associations of which the firm and/or its personnel are members.

4. Indicate how the quality of staff over the term of the agreement will be assured.
5. Proof that staff have completed, at a minimum, the following training shall be provided: HUD Consolidated Planning System Training, Community 2020 - HUD Community Planning Software Training, HUD Lead Based Paint Reduction Training, Exploring IDIS, IDIS Plus Reports, HUD CPD Program Management, Department of Community Affairs Income Compliance training for the SHIP program, and State of Florida Housing Initiatives Program, Program Administration for Home Ownership Programs training. HUD Consolidated Management Planning Tool

**Tab 3 - Similar Engagements with Other Government Entities Work (32.5 points):**

Please complete **Attachment F: References Form** and address the following items:

List significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for qualifications, and demonstrate that the firm is qualified to perform the Scope of Services covered in this RFQ.

Indicate the scope of work, date, project duration, engagement partners, and the name, address and telephone number of the principal client contact.

The proposing individual, management team or firm should demonstrate prior performance in relation to any local, state, or federal funding program. The past performance will refer to attainment of objectives in a timely manner and expenditure of funds at a reasonable rate in compliance with the contract.

**Tab 4 – Other Completed Documents:**

1. Attachment A: Contact Information Form
2. Attachment B: Non-Collusive Affidavit
3. Attachment C: Proposer's Qualifications Statement

**1.5.2 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 Business Tax Receipts**

### **1.6.5 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.



**1.6.6 Equal Benefits Certification Form**

**1.6.7 Vendor Drug-Free Workplace Certification Form**

**1.6.8 Scrutinized Company Certification**

**1.6.9 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**.

**1.6.10 E-Verify System Certification Statement**

- a. The State of Florida, Executive Order 11-116, requires the City, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS"). Any Vendor performing work pursuant to the State funded contract issued by the City is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees and provide the E-Verify System Certification, certifying that it will enroll and participate in the E-Verify Program.

**1.6.11 Minority-Owned Business Enterprise**

**1.6.12 Woman-Owned Business Enterprise**



### **1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms**

## **1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the 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 and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

<b>Criteria</b>	<b>Points</b>
Firm Qualifications and Experience	35.0 points
Partner, Supervisory and Staff Qualifications and Experience	35.0 points
Similar Engagements With Other Government Entities	32.5 points
Veteran Owned Small Business Preference*	2.5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that the Veteran Owned Small Business (VOSB) Preference is 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.*

- 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. 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.



## 1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	June 23, 2020
Pre-Bid Meeting	Not Applicable.
Question Due Date	July 14, 2020
Anticipated Date of Issuance for the Addenda with Questions and Answers	July 20, 2020
Proposals will be accepted until	2:00 p.m. on July 28, 2020
Proposals will be opened at	2:30 p.m. on July 28, 2020
Evaluation of Proposals by Staff	August 2020
Recommendation of Contractor to City Commission award	September 2, 2020

## 1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before 2:00 p.m. on July 28, 2020.

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.

In addition, 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.**



### **CONTACT INFORMATION FORM**

IN ACCORDANCE WITH **PL-20-01** titled “**Grant Administration for Community Redevelopment Projects**” attached hereto as a part hereof, the undersigned submits the following:

#### **A) Contact Information**

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

#### **COMPANY INFORMATION:**

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

#### **PRIMARY CONTACT FOR THE PROJECT:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

#### **AUTHORIZED APPROVER:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

#### **B) Proposal Checklist**

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	
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Table of Contents	Yes_____
Letter of Interest	Yes_____
1.5.1 Proposal Requirements	
Tab 1 - Firm Qualifications and Experience	Yes_____
Tab 2 - Partner, Supervisory and Staff Qualifications and Experience	Yes_____
Tab 3 - Similar Engagements with Other Government Entities Work	Yes_____
Attachment F - References Form	Yes_____
Tab 4 – Other Completed Documents	Yes_____
Attachment A - Contact Information Form	Yes_____
Attachment B - Non-Collusive Affidavit	Yes_____
Attachment C - Proposer's Qualifications Statement	Yes_____
1.5.2 Additional Information	Yes_____

Did you make sure to update the following documents found under the 1.6 “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

1.6.1 Vendor Information Form	Yes_____
1.6.2 Form W-9 (Rev. October 2018)	Yes_____
1.6.3 Sworn Statement on Public Entity Crimes Form	Yes_____
1.6.4 Local Business Tax Receipts	Yes_____
1.6.5 Veteran Owned Small Business Preference Certification	Yes_____
1.6.6 Equal Benefits Certification Form	Yes_____
1.6.7 Vendor Drug-Free Workplace Certification Form	Yes_____
1.6.8 Scrutinized Company Certification	Yes_____
1.6.9 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes_____
1.6.10 E-Verify System Certification Statement	Yes_____





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1.6.11 Minority-Owned Business Enterprise	Yes_____
1.6.12 Woman-Owned Business Enterprise	Yes_____
1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes_____



City of Pembroke Pines

## **GRANT ADMINISTRATION AGREEMENT**

**THIS IS AN AGREEMENT ("Agreement")**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020 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

\_\_\_\_\_ as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT 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 CONSULTANT 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 [DATE], the CITY advertised its notice to bidders of the CITY's desire to hire a firm to supply grant management, administration and implementation for community redevelopment projects as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFQ # PL-20-01**

**Grant Administration for Community Redevelopment Projects**

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

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



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

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to supply grant management, administration and implementation for community redevelopment projects, as more particularly described in **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part here of as **Exhibit "B"**.

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

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

2.4 CONSULTANT shall not utilize the services of any subconsultant without the prior written approval of CITY.

## **ARTICLE 3**

### **TERM AND TERMINATION**

3.1 This Agreement shall take effect as of the date of execution and shall continue for a period of three (3) years, or upon the expenditure of all funds in conformance with the requirements of the respective program utilized by CONSULTANT, or until terminated by either party. CONSULTANT agrees that it shall be subject to annual review by the CITY of its performance under this Agreement.

3.2 This Agreement may be renewed for two (2) additional one (1) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 This Agreement may be terminated by either party for cause, or by either party for convenience. If terminated for convenience, the terminating party shall provide to the other party seven (7) days prior written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date. [NOTE: CONSULTANT may not terminate existing assignments for convenience after they have been accepted as amendments to this Agreement.]

3.4 In the event that the CONSULTANT abandons this Agreement or causes it to be terminated for cause or convenience, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the



property of CITY and shall be delivered by CONSULTANT to CITY immediately.

#### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 With respect to any Federal or State funded program for which the CONSULTANT provides services to the CITY, CITY and CONSULTANT shall enter into a written amendment to this Agreement, executed by the parties hereto, to provide for the amount of compensation and method of payment for which the CITY is to pay CONSULTANT.

4.2 Notwithstanding any other provision of this Agreement, or any amendment to this Agreement, all payments made to the CONSULTANT shall conform with all applicable Federal and State laws, regulations, rules, and procedures related to the specific Federal or State program.

4.3 CONSULTANT will be entitled to invoice biweekly, providing total hours and job classifications of persons doing work. CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.5 Payment will be made to CONSULTANT at:

«Vendor\_Name»  
Attn: «Vendor\_Contact\_Title»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

#### **ARTICLE 5**

#### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A "**, to be provided under this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.



## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party, arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONSULTANT, its agents, servants or employees during the performance of this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments, appellate costs, and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT. CITY's rights and remedies and CONSULTANT'S liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

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

## **ARTICLE 7**

### **INSURANCE**

7.1 The CONSULTANT 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 CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. The CONSULTANT 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 CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

CONSULTANT 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 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 CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT 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 CONSULTANT. Coverage for the CONSULTANT 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 CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

Yes No

☐ ☐

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

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





Combined Single Limit (Each Accident) - \$1,000,000

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

Yes No

☐ ☐

8.6.3.1 If CONSULTANT 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 \$\_\_\_\_\_ 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 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.

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: CONSULTANT'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:





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

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

Yes No

☐ ☐

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 CONSULTANT 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 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

- ☐ ☐ 7.6.11 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 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 CONSULTANT and subcontractors of the project. The CONSULTANT 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 CONSULTANT's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONSULTANT purchasing the Builder's Risk insurance for the project, the CONSULTANT shall allow the CITY the opportunity to analyze the CONSULTANT's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONSULTANT's Builder's Risk Insurance, the CONSULTANT shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT 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 CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT 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 CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

## **ARTICLE 8**

### **DEFAULT OF CONTRACT & REMEDIES**

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

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

8.2.1 The abandonment of the project by CONSULTANT for a period of more than seven (7) business days.

8.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Manager.

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



cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

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

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

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

8.3.1 CITY may complete the Agreement, or any part thereof, either by hiring a subconsultant or re-letting a contract for the same, and charge the cost of the same to CONSULTANT together with the costs incident thereto for such default.

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

## **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 CONSULTANT is an independent CONSULTANT 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities



hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT 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 CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, 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 the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Upon expiration of Agreement CONSULTANT shall remit any remaining funds on hand and transfer accounts receivable attributable to the use of any applicable Federal or State program to CITY.

## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONSULTANT 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, 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**

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

## **ARTICLE 14**

### **FEDERAL REQUIREMENTS**

14.1 Notwithstanding anything to the contrary set forth herein, CONSULTANT 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 this section shall prevail. Any reference made to CONSULTANT in this section shall also apply to any subcontractor under the terms of this Agreement.

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

14.2.1 CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT 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. CONSULTANT 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.

14.2.2 CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will





receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

14.2.3 CONSULTANT 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 CONSULTANT's legal duty to furnish information.

14.2.4 CONSULTANT 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 CONSULTANT'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.

14.2.5 CONSULTANT 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.

14.2.6 CONSULTANT 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.

14.2.7 In the event of CONSULTANT's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONSULTANT 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.



14.2.8 CONSULTANT will include the provisions of paragraphs (14.2.1) through (14.2.8) 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 subconsultant or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the administering agency as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CONSULTANT 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 applicant 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.

CONSULTANT 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.

CONSULTANT 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14.3 CONSULTANT 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).

**14.3.1 Clean Air Act.**

14.3.1.1 CONSULTANT 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.

14.3.1.2 CONSULTANT 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.

14.3.1.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**14.3.2 Federal Water Pollution Control Act.**

14.3.2.1 CONSULTANT 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.

14.3.2.2 CONSULTANT 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, the appropriate Federal agency, and the appropriate Environmental Protection Agency Regional Office.

14.3.2.3 CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

**14.4 Davis-Bacon Act.** CONSULTANT shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R Part 5 as may be applicable. All transactions regarding this Agreement shall be in compliance with the Davis-Bacon Act and 29 CFR Part 5 as applicable. CONSULTANT is 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, CONSULTANT must be required to pay wages not less than once a week.

**14.5 Copeland "Anti-Kickback" Act.** CONSULTANT shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 874, and 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3) as may be applicable. Subcontractors are required to include this provision in lower tier subcontracts. CONSULTANT is 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. A breach of this provision is grounds for



termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

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

14.6.1 **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.

14.6.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 14.6.1 of this section the CONSULTANT 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 14.6.1 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 14.6.1 of this section.

14.6.3 **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 CONSULTANT 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 14.6.2 of this section.

14.6.4 **Subcontracts.** CONSULTANT or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 14.6.1 through paragraph 14.6.4 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 paragraph 14.6.1 through paragraph 14.6.4 of this section.”

14.7 **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R.



pt. 180 and 2 C.F.R. pt. 3000, as such CONSULTANT is required to verify that none of the CONSULTANT'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).

14.7.1 CONSULTANT 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.

14.7.2 If it is later determined that CONSULTANT 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.

14.7.3 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.

14.8 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONSULTANT shall file the required certification pursuant to 31 U.S.C. 1352 (if applicable, this section applies to an award of \$100,000 or more). 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 who will in turn forward the certification(s) to the awarding agency.

14.9 **Compliance with State Energy Policy and Conservation Act.** CONSULTANT 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).

14.10 **No Obligation by the Federal Government.**

14.10.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

14.10.2 CONSULTANT 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.

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

14.12 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. CONSULTANT will comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, and directives.

14.13 **Fraudulent Statements.** CONSULTANT acknowledges that 31 U.S.C. Chap. 38 applies to CONSULTANT's actions pertaining to this Contract.

14.14 **Access to Records.** CONSULTANT agrees to provide CITY the Federal Government, and any applicable Federal Administrator, HUD, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel or the Comptroller General of the United States.

## **ARTICLE 15**

### **BANKRUPTCY**

It is agreed that if CONSULTANT 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 CONSULTANT 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 CONSULTANT and CITY with the same formality and equal dignity herewith.

## **ARTICLE 17**

### **PUBLIC RECORDS**



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

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

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

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

17.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

17.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**



## **ARTICLE 18**

### **MISCELLANEOUS**

18.1 **Ownership of Documents.** Reports, surveys, plans, 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. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

18.2 **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.

18.3 **Records.** CONSULTANT 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 CONSULTANT 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.

18.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT 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.

18.5 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. CONSULTANT shall ensure subconsultants adhere to the requirements of this section. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.





City of Pembroke Pines

18.6 **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, CONSULTANT 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  
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

CONSULTANT: «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»  
Cell phone No: «Vendor\_Cell\_Number»  
Facsimile No: «Vendor\_Fax\_Number»

18.7 **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.

18.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.9 **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.

18.10 **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.

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

18.12 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

18.13 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

18.14 **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.

18.15 **Counterparts and Execution.** This Agreement may be executed 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.

18.16 **Compliance with Statutes.** It shall be the CONSULTANT'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.

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

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





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

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

18.17.2.2 Is engaged in business operations in Syria.

18.18 **No Third Party Beneficiaries.** The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.

18.19 **Domestic Partnership.**

18.19.1 CONSULTANT 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**):

- ☐ CONSULTANT currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONSULTANT 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**):
  - ☐ CONSULTANT does not provide benefits to employees' spouses in traditional marriages; or
  - ☐ CONSULTANT provides an employee the cash equivalent of benefits because CONSULTANT is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONSULTANT 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
  - ☐ CONSULTANT 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

☐ CONSULTANT is a governmental agency.

18.19.2 Except where federal or state law mandates to the contrary, a consultant 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.

18.19.3 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S records pertaining to its benefits policies and its employment policies and practices.

18.19.4 CONSULTANT 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 CONSULTANT 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 CONSULTANT has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONSULTANT's duties pursuant to this Agreement, contact Human Resources at (954) 954-392-292 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

18.19.5 By executing this Agreement, CONSULTANT 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.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

By: \_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK      CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_ He/she is personally known to me or has produced \_\_\_\_\_ as identification.

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

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

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial number, if any