



Clorox Total 360 - Electrostatic Sprayers

Invitation for Bids # AD-20-05

General Information		
Evaluation of Proposals	Staff	See Section 1.6
Question Due Date	December 21, 2020	See Section 1.7
Proposals will be accepted until	2:00 p.m January 12, 2021	See Section 1.7
Grant or Federal Funding Information	BJA FY 20 Coronavirus Emergency Supplemental Funding (CESF) Program	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 A: Contact Information Form
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- Attachment C: Proposer’s Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: City of Pembroke Pines Purchase Order General Terms and Conditions



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

IFB # AD-20-05 Clorox Total 360 - Electrostatic Sprayers

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

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

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

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

Proposals will be accepted until 2:00 p.m., January 12, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing of this notice, Florida Governor Ron DeSantis' Executive Order No. 20-69 (extended by EO 20-150, EO 20-179, EO 20-193, and EO 20-246) on the Coronavirus health alert, is due to expire on November 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

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

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

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

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

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

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

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

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide a quantity of twelve (12) Clorox Total 360 - Electrostatic Sprayers, in accordance with the terms, conditions, and specifications contained in this solicitation.



1.3 SCOPE OF WORK

Description	Quantity
Clorox Total 360 – Electrostatic Sprayer	12

1.4 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1.4.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. 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.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.4.2 Attachment B: Non-Collusive Affidavit



1.4.3 Attachment C: Proposer's Qualifications Statement

1.5 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.

1.5.1 Vendor Information Form

1.5.2 Form W-9 (Rev. October 2018)

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

1.5.3 Sworn Statement on Public Entity Crimes Form

1.5.4 Local Vendor Preference Certification

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



1.5.5 Local Business Tax Receipts

1.5.6 Veteran Owned Small Business Preference Certification

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

1.5.7 Equal Benefits Certification Form

1.5.8 Vendor Drug-Free Workplace Certification Form

1.5.9 Scrutinized Company Certification

1.5.10 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**.



1.5.11 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.

1.5.12 Minority-Owned Business Enterprise

1.5.13 Woman-Owned Business Enterprise

1.5.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.6 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.7 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 8, 2020
Question Due Date	December 21, 2020
Anticipated Date of Issuance for the Addenda with Questions and Answers	December 14, 2020
Proposals will be accepted until	2:00 p.m. on January 12, 2021
Proposals will be opened at	2:30 p.m. on January 12, 2021
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.8 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on January 5, 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.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. 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.



SECTION 2 - INSURANCE REQUIREMENTS

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

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

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

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

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

2.6 REQUIRED INSURANCE



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

Yes No

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

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

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

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

Yes No

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

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

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



Yes No

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

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

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

Yes No

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

Yes No

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

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

Yes No

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



Yes No

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

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

Yes No

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

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

Yes No

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

Yes No



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

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

Yes No

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

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

Yes No

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

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

Yes No

- ☐ **x** 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's



Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

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

Yes No

☐ ☐ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

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

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

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



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



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

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

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

3.2 CONFLICT OF INSTRUCTIONS

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

3.3 ADDENDA or ADDENDUM

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

3.4 INTERPRETATIONS AND QUESTIONS

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

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

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

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

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



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

3.6 WARRANTIES FOR USAGE

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

3.7 BRAND NAMES

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

3.8 QUALITY

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

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

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

3.10 DEVELOPMENT COSTS

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

3.11 PRICING

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

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

3.12 DELIVERY POINT

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

3.13 TAX EXEMPT STATUS

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

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



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

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

3.15 COPYRIGHT OR PATENT RIGHTS

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

3.16 PUBLIC ENTITY CRIMES

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

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

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

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

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

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

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

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

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

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

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

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

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

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

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

- (a) Open the sealed bids at a public meeting.



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

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

3.24 RESERVATIONS FOR REJECTION AND AWARD

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

3.25 BID PROTEST

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

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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

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

3.27 DEFAULT PROVISION



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

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

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

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

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

3.30 SCRUTINIZED COMPANIES LIST

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

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



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

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

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

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

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

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

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

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

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



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

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

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

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

3.33 CONE OF SILENCE

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

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

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

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

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

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

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

(3) Contract negotiations with the selected entity.

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



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. STATE OF FLORIDA E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-116 "Verification of Employment Status") to: (a) verify the employment eligibility of all new employees, hired by the contractor during the contract term; and (b) include in subcontracts the requirement that subcontractors performing work or providing services, pursuant to the state funded contract, utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor is also responsible for reporting any required information to the City. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

B. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence

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

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

C. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

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

D. EQUAL EMPLOYMENT OPPORTUNITY

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

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color,



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

E. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal statute**, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

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

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

with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

F. COPELAND ANTI-KICKBACK ACT

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

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

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

G. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

H. FEDERAL CLEAN AIR AND WATER ACTS

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



I. SUSPENSION AND DEBARMENT

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

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

J. ANTI-LOBBYING

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

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be



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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

K. RECYCLED PRODUCTS / RECOVERED MATERIALS

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

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

In accordance with the requirements as stated in C.F.R. 200.321, the City encourages the active participation of

minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible.

If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

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

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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

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

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

M. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - ex-tended until 2023).

CITY OF PEMBROKE PINES TERMS AND CONDITIONS

The following Terms and Conditions are applicable to each Purchase Order ("PO") entered into by and between the City of Pembroke Pines ("City") and Vendor, as named on this PO (hereinafter "Vendor"), for the one-time purchase of certain commodities or the provision of one time services. Hereafter, "City" and Vendor may be collectively referred to as "Parties." Unless otherwise agreed to by the Parties in a signed formal executed agreement, these Terms and Conditions shall prevail over any of Vendor's general terms and conditions to the extent that such terms are inconsistent, regardless whether or when Vendor has submitted its sales confirmation or such terms. These Terms and Conditions may only be amended or modified in a writing stating specifically that it amends these Terms and Conditions and is signed by an authorized representative of each party. City reserves the right to require Vendor to agree to additional terms in a formal executed agreement governing the services or goods to be provided herein. Fulfillment of this PO constitutes acceptance of these terms. Acceptance shall be presumed unless Vendor provides rejection, in writing, to CITY within ten (10) calendar days of receipt of this PO. If any term or provision of this PO is invalid or inapplicable, such invalidity or unenforceability shall not affect any other term or provision of this PO.

General PO Terms:

City Attorney Approval: The City Attorney has approved these terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the CITY unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other documents pertaining to the transaction which is the subject of this PO, except for a formal executed agreement between both Parties, these terms and conditions shall prevail.

Assignment: Any assignment of this PO or the performance of the Vendor hereunder, in whole or in part, is prohibited.

Excusable Delays: The CITY may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the CITY and such delay or failure to perform is due to Uncontrollable Forces. "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this PO 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. Such a grant for additional time must be in writing as an amendment to this PO.

Default: In the event of default by the Vendor, the CITY may procure the goods and/or services covered by this PO from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other remedies available to the CITY either at law or in equity.

Termination: CITY, acting through its City Manager or his/her designee, reserves the right to terminate this PO in whole or in part if: (a) Vendor fails to perform in accordance with any of the requirements of this PO or (b) Vendor becomes insolvent or suspends any of its operations; or (c) if any petition is filed or proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to CITY except for completed services or goods delivered and accepted by the CITY. Vendor will be liable for excess costs of any re-procurement necessitated. This Agreement may be terminated by CITY for cause or for convenience. In the event Vendor abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, Vendor shall indemnify CITY against any loss pertaining to this termination. Vendor shall be paid its compensation for services performed to termination date.

Payment: By accepting this PO, the Vendor agrees that payment terms shall be Net 30 unless otherwise stated. All payments shall be governed by the Local Payment Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Vendor shall render an original invoice to the City of Pembroke Pines. Accounts Payable, 601 City Center Way, 3rd Floor, Pembroke Pines, FL 33025, AccountsPayable@ppines.com

Tax: The CITY is exempt from Federal and State taxes for tangible personal property. Vendors doing business with the CITY, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor be authorized to use the CITY's Tax Exemption Number in securing such materials.

Responsibility: The CITY is not responsible for the payment of any commodities delivered or services performed unless the commodities or services are the subject of an authorized CITY PO or contract, issued by the Procurement Department.

Acceptance: Vendor's acceptance of this PO shall be presumed unless the Vendor provides its rejection, in writing, to the CITY's representative who sent the PO as well as the CITY's Procurement and Finance Departments within (10) calendar days of receipt of this PO.

Representative: All Parties to this PO agree that the representatives approving, issuing and accepting this PO possess full and complete authority to bind their respective Parties to the terms and conditions provided herein.

Payment Changes: Parties shall be made only to the Vendor at the address as set forth on this PO unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the Vendor, along with any other document(s) as required by the CITY.

Anti-Discrimination: Vendor shall not discriminate against any person in its operations, activities or delivery of services. Vendor shall affirmatively comply with all applicable provisions of federal, state and local employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

Independent Contractor: This PO does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this PO and the CITY's employee for all purposes. This PO shall not be construed as creating any joint employment relationship between the Vendor and the CITY nor will be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

Compliance with Laws: Vendor certifies that in performing under this PO, it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders. Further, if Vendor is required by this PO to deliver, install, repair, replace or otherwise be on the grounds of a school, then Vendor agrees and understands that it must abide by the regulations provided by the Jessica Lunsford Act (Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees' with a Florida public school or district.

Liability-Copyright/Patent/Trademark: Vendor shall save and hold harmless the CITY, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the CITY or used in the performance of this order.

Indemnification: Vendor shall indemnify, hold harmless, and defend the CITY, its trustees, elected and appointed officers, employees, agents, servants and assigns from and against any and all claims, demands, damages, liability, judgments or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments or decrees, incurred by the CITY or any third party as a result of any error, omission or negligent act by the Vendor, its officers, employees, agents, subcontractors or assignees arising out of or related to this PO. The Vendor's aggregate liability shall not exceed the amount of the contract. The Vendor shall be placed pursuant to this PO plus the compensation received by Vendor. The CITY's rights and remedies and Vendor's liabilities as set forth in this PO, are exclusive, and the CITY hereby releases Vendor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence or strict liability.

Occupational Safety and Health: Vendor must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of the order under this PO must be accompanied by a Material Safety Data Sheet (M.S.D.S.).

Publicity: No endorsement by the CITY of the product and/or service will be made by Vendor in any way, manner or form in product literature, advertising, or for any other purpose.

Insurance: The Vendor of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the CITY as an additional insured of this coverage. The Vendor must have worker's compensation coverage as required by law. If any services provided pursuant to this PO are to be performed by a licensed professional, the Vendor shall obtain a minimum professional liability coverage in the amount of \$1,000,000. Any exception to the above stated limits or other requirements must be endorsed and approved by the CITY's Risk Management Director or his or her designee. Vendor shall provide a copy of the Certificate of Insurance to the CITY's Risk Management Director upon the CITY's request. Any subcontractor utilized by Vendor must maintain all similar such insurance required of the Vendor hereunder. CITY reserves the right to require any other additional types of insurance coverage and higher limits of liability it deems necessary based on the nature of work being performed under this PO. If the CITY intends to modify or revise its insurance requirements under this PO, the Parties shall work together in good faith to review and mutually agree upon the intended changes and shall execute an amendment to this PO which memorializes the same.

Consent to Jurisdiction and Attorney's Fees: This PO shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from or related to this PO shall be in Broward County, Florida. If the CITY or Vendor shall be required to enforce the terms of this PO by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

Serialized Companies - 287.135 and 215.473: Vendor certifies that it and any of its affiliates are not serialized companies as identified in Section 287.135, F.S. In addition, Vendor agrees to observe the requirements of Section 287.135, F.S. for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the Vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Vendor, its affiliates, or its subcontractors are placed on any applicable serialized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law creates or authorizes these contracting prohibitions then they shall become operative.

No Contingent Fees: Vendor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this PO, 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the PO without liability at its discretion, to deduct from the PO price, or otherwise recover the full amount of such commission, percentage, gift or consideration.

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 §768.28, F.S., as may be amended from time to time.

Public Records: The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall: (1) Keep and maintain public records required by the CITY to perform the service; (2) Upon request from the CITY's custodian of public records, provide the CITY with any 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, F.S., or as otherwise provided by law; (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 that contract term and following completion of the contract if the Vendor does not transfer the records to the CITY; and (4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Vendor or keep maintain public records required by the CITY to perform the service. If the Vendor transfers all public records to the CITY upon completion of the contract, the Vendor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor must list all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is accessible to the CITY's electronic records management system. (5) The failure of the Vendor to comply with the provisions set forth in this provision shall constitute a default and breach of this PO and the CITY shall have the ability to terminate for cause.

Additional Terms for the Purchase of Commodities

Delivery of Commodities: All prices must be F.O.B. destination. Time is of the essence in this PO. If completed deliveries are not made at the time agreed upon pursuant to this PO, the CITY reserves the right to cancel the PO or purchase the commodities elsewhere and hold the Vendor accountable for any excess costs incurred thereafter. If delivery dates cannot be met, Vendor agrees to advise the CITY, in writing of the earliest possible shipping date for acceptance by the CITY. Deliveries are to be made only during the hours of 8:00 AM to 5:00 PM, Monday through Thursday, excluding holidays, unless otherwise stipulated. Vendor shall notify the CITY of deliveries that require special handling and/or assistance for off-loading. Failure to notify the CITY concerning this type of delivery will result in the CITY billing the Vendor for any additional delivery, storage or handling charges.

Inspection of Commodities: All commodities delivered by the CITY are the subject of this PO are subject to inspection upon receipt by the CITY. All commodities rejected by the CITY shall remain the property of the Vendor and will be returned to the Vendor at the Vendor's expense.

Quantities of Goods: The quantity of commodities purchased under this PO cannot be changed without the CITY's prior written approval. Commodities shipped in excess of the quantity designated herein may be returned to the Vendor at the Vendor's expense.

Uniform Commercial Code: The Uniform Commercial Code, including without limitation the Vendor Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this PO.

Risk of Loss: Vendor agrees to bear all risk of loss, injury, or destruction of commodities and materials ordered herein which may for any reason occur prior to the CITY's acceptance of the subject commodities and materials. No such injury or destruction of the subject goods and materials shall release Vendor from any obligations hereunder.

Warranty: Commodities furnished shall be new and free from defects and shall be packaged by commercially reasonable standards for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities which are the subject of this PO. All written standard warranties for commodities shall inure to the benefit of the CITY, and Vendor shall supply a copy of the manufacturer's written standard warranty certificates for each commodity purchased pursuant to this PO. The warranty supplied by the manufacturer shall begin on the date of the CITY's acceptance of the subject commodities and shall remain in full force for the full period identified by the manufacturer. Any payment by the CITY for the commodities received under this PO does not constitute a waiver of these warranty provisions.

If Vendor fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within fifteen (15) calendar days after the CITY sends written notice of such deficiencies, the CITY may, at its discretion, provide additional written notice of potential delinquent or of other contractual remedies if the corrections or replacements are not completed to CITY's satisfaction within five (5) calendar days of receipt of the notice. If Vendor fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Vendor may be placed in default and/or the commodities may be obtained from another Vendor and the Vendor charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

Additional Terms for the Provision of Services

Scope of Services: Vendor shall provide to CITY the services outlined in the Scope of Work attached hereto as Exhibit "A", and by this reference incorporated herein. Vendor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of services under this PO and all services performed under this PO shall be performed in a professional manner.

Vendor Assumes Professional and Technical Responsibility: Vendor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises Vendor thereof in writing, Vendor agrees to re-perform such deficient services without charge to the CITY. Vendor shall not utilize the services of any sub-vendor without the prior written approval of CITY. Vendor shall require that all sub-vendors comply with the provisions set forth in this PO as well as the terms and conditions of the City of Pembroke Pines Code of Ordinances.

Compensation and Method of Payment: Vendor shall provide to the CITY a "not to exceed" fee (based upon hourly rates) or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. The foregoing shall be set forth on Exhibit "B", attached hereto and by this reference incorporated herein.

Term for Performance: Vendor shall perform the services identified on Exhibit "A", attached hereto and by this reference made a part hereof, within the time frame set forth on Exhibit "B", attached hereto and by this reference made a part hereof.

Insurance: If the service will be utilizing materials which are hazardous, in their nature, to the environment, then Vendor must maintain pollution insurance in the amount of \$.

Additional Terms for the Provision of Professional Services

Vendor must have secured and maintained professional liability/errors & omissions insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. The coverage must be maintained for a period of no less than three (3) years after the final payment for services under this PO. Vendor hereby represents to CITY, with full knowledge that CITY is relying upon the City of Pembroke Pines Code of Ordinances, that Vendor has the professional experience, experience and manpower to perform the services to be provided by Vendor pursuant to the terms of this PO.

Indemnification Pursuant to §725.08, Fla. Stat. Vendor shall indemnify and save harmless and defend the CITY, 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, the performance of this PO, including, but not limited to, any 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, the performance of this PO, including, but not limited to, any 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, the performance of this PO, including, but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement, and where applicable appellate proceedings.

PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF THE VENDOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, F.S., AS AMENDED FROM TIME TO TIME, ARE SATISFIED.

Additional Terms for Purchase of Commodities or Services with Federal Funds*

Notwithstanding anything to the contrary set forth herein, Vendor 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 Vendor in this section shall also apply to any subcontractor under the terms of this Agreement. *Purchases in Excess of \$100,000 may require additional Contract Terms.

Equal Employment Opportunity: (1) During the performance of this contract, Vendor agrees as follows: Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency contracting officer setting forth the provisions of this nondiscrimination clause. (2) Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) Vendor 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 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 employee's essential job functions 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 Vendor's legal duty to furnish information. (4) Vendor 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 Vendor'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. (5) Vendor 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. (6) Vendor 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. (7) In the event of Vendor'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 Vendor may be declared ineligible for further Government contracts in accordance with Executive Order 11246 of September 24, 1965, and any such ineligibility may be imposed and extended without limitation 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. (8) Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. (9) Vendor agrees to include the provisions of this contract, or any subcontract or purchase order as a condition of awarding a contract as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Vendor may request the United States to enter into such litigation to protect the interests of the United States. The Vendor 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. The Vendor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Vendor 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 defbarred 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 Vendor 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 refusal 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. [Note: This section is applicable to Public Works / Construction Projects]

Davis-Bacon Act: Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with this statute, Vendor must be required to pay wages and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor must be required to pay wages not less than one week. [Note: This section is applicable to Public Works / Construction Projects]

Copeland "Anti-Kickback" Act: Vendor shall comply with the Copeland "Anti-Kickback" Act, (18 U.S.C. 874, 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) as may be applicable. Vendor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency. [Note: This section is applicable to Public Works / Construction Projects]

Suspension and Debarment: This contract for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 180, subpart C, 2 C.F.R. pt. 3000, as such, shall be required to verify that none of the Vendor's agents, principals (defined at 2 C.F.R. § 180.905), 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). Vendor 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 used upon by CITY. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C, 2 C.F.R. pt. 180, subpart C, 2 C.F.R. pt. 3000, subpart C, in addition, remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, 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 this PO and 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 transaction(s).

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

Access to Records: Vendors agree to provide CITY the Federal Government, and any applicable Federal Administrator, Director, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purpose of conducting audits, examinations, or investigations to determine compliance with the terms and conditions of the contract. The Vendor 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.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PO, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK 601 CITY CENTER WAY, 4TH FLOOR PEMBROKE PINES, FL 33025

954 450 1050

MGRAHAM@PPINES.COM

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **AD-20-05** titled “**Clorox Total 360 - Electrostatic Sprayers**” 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 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:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

B) Proposal Checklist

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

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input type="checkbox"/>
Attachment D - Sample Insurance Certificate	Yes <input type="checkbox"/>

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

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Base Option:

Item #	Item Description	Total Cost
1)	Clorox 360 Electrostatic Sprayers	Price to be Submitted Via BidSync
2)	Estimated Delivery Time Upon Award	Price to be Submitted Via BidSync



NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature

Title

Name of Company



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

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

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
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E.L. EACH ACCIDENT \$													
E.L. DISEASE - EA EMPLOYEE \$													
E.L. DISEASE - POLICY LIMIT \$													
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

MAIL 30 DAYS WRITTEN
LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

CITY OF PEMBROKE PINES TERMS AND CONDITIONS

The following Terms and Conditions are applicable to each Purchase Order ("PO") entered into by and between the City of Pembroke Pines ("City") and Vendor, as named on this PO (hereinafter "Vendor"), for the one-time purchase of certain commodities or the provision of one time services. Hereafter, "City" and Vendor may be collectively referred to as "Parties." Unless otherwise agreed to by the Parties in a signed formal executed agreement, these Terms and Conditions shall prevail over any of Vendor's general terms and conditions to the extent that such terms are inconsistent, regardless whether or when Vendor has submitted its sales confirmation or such terms. These Terms and Conditions may only be amended or modified in a writing stating specifically that it amends these Terms and Conditions and is signed by an authorized representative of each party. City reserves the right to require Vendor to agree to additional terms in a formal executed agreement governing the services or goods to be provided herein. Fulfillment of this PO constitutes acceptance of these terms. Acceptance shall be presumed unless Vendor provides rejection, in writing, to CITY within ten (10) calendar days of receipt of this PO. If any term or provision of this PO is invalid or inapplicable, such invalidity or unenforceability shall not affect any other term or provision of this PO.

General PO Terms:

City Attorney Approval: The City Attorney has approved these terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the CITY unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other documents pertaining to the transaction which is the subject of this PO, except for a formal executed agreement between both Parties, these terms and conditions shall prevail.

Assignment: Any assignment of this PO or the performance of the Vendor hereunder, in whole or in part, is prohibited.

Excusable Delays: The CITY may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the CITY and such delay or failure to perform is due to Uncontrollable Forces. "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this PO 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. Such a grant for additional time must be in writing as an amendment to this PO.

Default: In the event of default by the Vendor, the CITY may procure the goods and/or services covered by this PO from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other remedies available to the CITY either at law or in equity.

Termination: CITY, acting through its City Manager or his/her designee, reserves the right to terminate this PO in whole or in part if: (a) Vendor fails to perform in accordance with any of the requirements of this PO or (b) Vendor becomes insolvent or suspends any of its operations; or (c) if any petition is filed or proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to CITY except for completed services or goods delivered and accepted by the CITY. Vendor will be liable for excess costs of any re-procurement necessitated. This Agreement may be terminated by CITY for cause or for convenience. In the event Vendor abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, Vendor shall indemnify CITY against any loss pertaining to this termination. Vendor shall be paid its compensation for services performed to termination date.

Payment: By accepting this PO, the Vendor agrees that payment terms shall be Net 30 unless otherwise stated. All payments shall be governed by the Local Payment Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Vendor shall render an original invoice to the City of Pembroke Pines. Accounts Payable, 601 City Center Way, 3rd Floor, Pembroke Pines, FL 33025, AccountsPayable@ppines.com

Tax: The CITY is exempt from Federal and State taxes for tangible personal property. Vendors doing business with the CITY, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor be authorized to use the CITY's Tax Exemption Number in securing such materials.

Responsibility: The CITY is not responsible for the payment of any commodities delivered or services performed unless the commodities or services are the subject of an authorized CITY PO or contract, issued by the Procurement Department.

Acceptance: Vendor's acceptance of this PO shall be presumed unless the Vendor provides its rejection, in writing, to the CITY's representative who sent the PO as well as the CITY's Procurement and Finance Departments within (10) calendar days of receipt of this PO.

Representative: All Parties to this PO agree that the representatives approving, issuing and accepting this PO possess full and complete authority to bind their respective Parties to the terms and conditions provided herein.

Payment Changes: Parties shall be made only to the Vendor at the address as set forth on this PO unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the Vendor, along with any other document(s) as required by the CITY.

Anti-Discrimination: Vendor shall not discriminate against any person in its operations, activities or delivery of services. Vendor shall affirmatively comply with all applicable provisions of federal, state and local employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

Independent Contractor: This PO does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this PO and the CITY's employee for all purposes. This PO shall not be construed as creating any joint employment relationship between the Vendor and the CITY nor will be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

Compliance with Laws: Vendor certifies that in performing under this PO, it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders. Further, if Vendor is required by this PO to deliver, install, repair, replace or otherwise be on the grounds of a school, then Vendor agrees and understands that it must abide by the regulations provided by the Jessica Lunsford Act (Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees' with a Florida public school or district.

Liability-Copyright/Patent/Trademark: Vendor shall save and hold harmless the CITY, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the CITY or used in the performance of this order.

Indemnification: Vendor shall indemnify, hold harmless, and defend the CITY, its trustees, elected and appointed officers, employees, agents, servants and assigns from and against any and all claims, demands, damages, liability, judgments or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments or decrees, incurred by the CITY or any third party as a result of any error, omission or negligent act by the Vendor, its officers, employees, agents, subcontractors or assignees arising out of or related to this PO. The Vendor's aggregate liability shall not exceed the amount of the contract. The Vendor shall be placed pursuant to this PO plus the compensation received by Vendor. The CITY's rights and remedies and Vendor's liabilities as set forth in this PO, are exclusive, and the CITY hereby releases Vendor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence or strict liability.

Occupational Safety and Health: Vendor must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of the order under this PO must be accompanied by a Material Safety Data Sheet (M.S.D.S.).

Publicity: No endorsement by the CITY of the product and/or service will be made by Vendor in any way, manner or form in product literature, advertising, or for any other purpose.

Insurance: The Vendor of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the CITY as an additional insured of this coverage. The Vendor must have worker's compensation coverage as required by law. If any services provided pursuant to this PO are to be performed by a licensed professional, the Vendor shall obtain a minimum professional liability coverage in the amount of \$1,000,000. Any exception to the above stated limits or other requirements must be endorsed and approved by the CITY's Risk Management Director or his or her designee. Vendor shall provide a copy of the Certificate of Insurance to the CITY's Risk Management Director upon the CITY's request. Any subcontractor utilized by Vendor must maintain all similar such insurance required of the Vendor hereunder. CITY reserves the right to require any other additional types of insurance coverage and higher limits of liability it deems necessary based on the nature of work being performed under this PO. If the CITY intends to modify or revise its insurance requirements under this PO, the Parties shall work together in good faith to review and mutually agree upon the intended changes and shall execute an amendment to this PO which memorializes the same.

Consent to Jurisdiction and Attorney's Fees: This PO shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from or related to this PO shall be in Broward County, Florida. If the CITY or Vendor shall be required to enforce the terms of this PO by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

Scrutinized Companies - 287.135 and 215.473: Vendor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Vendor agrees to observe the requirements of Section 287.135, F.S. for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the Vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Vendor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law creates or authorizes these contracting prohibitions then they shall become operative.

No Contingent Fees: Vendor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this PO, 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the PO without liability at its discretion, to deduct from the PO price, or otherwise recover the full amount of such commission, percentage, gift or consideration.

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 §768.28, F.S., as may be amended from time to time.

Public Records: The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall: (1) Keep and maintain public records required by the CITY to perform the service; (2) Upon request from the CITY's custodian of public records, provide the CITY with any 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, F.S., or as otherwise provided by law; (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 that contract term and following completion of the contract if the Vendor does not transfer the records to the CITY; and (4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Vendor or keep maintain public records required by the CITY to perform the service. If the Vendor transfers all public records to the CITY upon completion of the contract, the Vendor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor must list all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is accessible to the CITY's information systems of the CITY. (5) The failure of the Vendor to comply with the provisions set forth in this provision shall constitute a default and breach of this PO and the CITY shall have the ability to terminate for cause.

Additional Terms for the Purchase of Commodities

Delivery of Commodities: All prices must be F.O.B. destination. Time is of the essence in this PO. If completed deliveries are not made at the time agreed upon pursuant to this PO, the CITY reserves the right to cancel the PO or purchase the commodities elsewhere and hold the Vendor accountable for any excess costs incurred thereafter. If delivery dates cannot be met, Vendor agrees to advise the CITY, in writing of the earliest possible shipping date for acceptance by the CITY. Deliveries are to be made only during the hours of 8:00 AM to 5:00 PM, Monday through Thursday, excluding holidays, unless otherwise stipulated. Vendor shall notify the CITY of deliveries that require special handling and/or assistance for off-loading. Failure to notify the CITY concerning this type of delivery will result in the CITY billing the Vendor for any additional delivery, storage or handling charges.

Inspection of Commodities: All commodities delivered by the CITY are the subject of this PO are subject to inspection upon receipt by the CITY. All commodities rejected by the CITY shall remain the property of the Vendor and will be returned to the Vendor at the Vendor's expense.

Quantities of Goods: The quantity of commodities purchased under this PO cannot be changed without the CITY's prior written approval. Commodities shipped in excess of the quantity designated herein may be returned to the Vendor at the Vendor's expense.

Uniform Commercial Code: The Uniform Commercial Code, including without limitation the Vendor Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this PO.

Risk of Loss: Vendor agrees to bear all risk of loss, injury, or destruction of commodities and materials ordered herein which may for any reason occur prior to the CITY's acceptance of the subject commodities and materials. No such injury or destruction of the subject goods and materials shall release Vendor from any obligations hereunder.

Warranty: Commodities furnished shall be new and free from defects and shall be packaged by commercially reasonable standards for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities which are the subject of this PO. All written standard warranties for commodities shall inure to the benefit of the CITY, and Vendor shall supply a copy of the manufacturer's written standard warranty certificates for each commodity purchased pursuant to this PO. The warranty supplied by the manufacturer shall begin on the date of the CITY's acceptance of the subject commodities and shall remain in full force for the full period identified by the manufacturer. Any payment by the CITY for the commodities received under this PO does not constitute a waiver of these warranty provisions.

If Vendor fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within fifteen (15) calendar days after the CITY sends written notice of such deficiencies, the CITY may, at its discretion, provide additional written notice of potential delinquent or of other contractual remedies if the corrections or replacements are not completed to CITY's satisfaction within five (5) calendar days of receipt of the notice. If Vendor fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Vendor may be placed in default and/or the commodities may be obtained from another Vendor and the Vendor charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

Additional Terms for the Provision of Services

Scope of Services: Vendor shall provide to CITY the services outlined in the Scope of Work attached hereto as Exhibit "A", and by this reference incorporated herein. Vendor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of services under this PO and all services performed under this PO shall be performed in a professional manner.

Vendor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises Vendor thereof in writing, Vendor agrees to re-perform such deficient services without charge to the CITY. Vendor shall not utilize the services of any sub-vendor without the prior written approval of CITY. Vendor shall require that all sub-vendors comply with the provisions set forth in this PO as well as the provisions of the City of Pembroke Pines Code of Ordinances.

Compensation and Method of Payment: Vendor shall provide to the CITY a "not to exceed" fee (based upon hourly rates) or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. The foregoing shall be set forth on Exhibit "B", attached hereto and by this reference incorporated herein.

Term for Performance: Vendor shall perform the services identified on Exhibit "A", attached hereto and by this reference made a part hereof, within the time frame set forth on Exhibit "B", attached hereto and by this reference made a part hereof.

Insurance: If the service will be utilizing materials which are hazardous, in their nature, to the environment, then Vendor must maintain pollution insurance in the amount of \$.

Additional Terms for the Provision of Professional Services

Vendor must have secured and maintained professional liability errors & omissions insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. The coverage must be maintained for a period of no less than three (3) years after the final payment for services under this PO. Vendor hereby represents to CITY, with full knowledge that CITY is relying upon the City of Pembroke Pines Code of Ordinances, that Vendor has the professional experience, experience and manpower to perform the services to be provided by Vendor pursuant to the terms of this PO.

Indemnification Pursuant to §725.08, Fla. Stat. Vendor shall indemnify and save harmless and defend the CITY, 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, the performance of this PO, including, but not limited to, any 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, the performance of this PO, including, but not limited to, any 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, the performance of this PO, including, but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement, and where applicable appellate proceedings.

PURSUANT TO SECTION 558.0035, F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF THE VENDOR MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035, F.S., AS AMENDED FROM TIME TO TIME, ARE SATISFIED.

Additional Terms for Purchase of Commodities or Services with Federal Funds*

Notwithstanding anything to the contrary set forth herein, Vendor 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 Vendor in this section shall also apply to any subcontractor under the terms of this Agreement. *Purchases in Excess of \$100,000 may require additional Contract Terms.

Equal Employment Opportunity: (1) During the performance of this contract, Vendor agrees as follows: Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency contracting officer setting forth the provisions of this nondiscrimination clause. (2) Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) Vendor 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 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 employee's essential job functions 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 Vendor's legal duty to furnish information. (4) Vendor 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 Vendor'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. (5) Vendor 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. (6) Vendor 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. (7) In the event of Vendor'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 Vendor may be declared ineligible for further Government contracts in accordance with Executive Order 11246 of September 24, 1965, and any such ineligibility may be imposed and may be extended or renewed 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. (8) Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor who is a party to a subcontract or purchase order as if they were a part of such subcontract or purchase order. (9) The Secretary of Labor is authorized to enforce the provisions of this contract by such means as enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Vendor may request the United States to enter into such litigation to protect the interests of the United States. The Vendor 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. The Vendor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Vendor 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 defbarred 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 Vendor 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 refusal 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. [Note: This section is applicable to Public Works / Construction Projects]

Davis-Bacon Act: Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with this statute, Vendor must be required to pay wages and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor must be required to pay wages not less than one week. [Note: This section is applicable to Public Works / Construction Projects]

Copeland "Anti-Kickback" Act: Vendor shall comply with the Copeland "Anti-Kickback" Act, (18 U.S.C. 874, 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) as may be applicable. Vendor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency. [Note: This section is applicable to Public Works / Construction Projects]


Suspension and Debarment: This contract for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 180, subpart C, 2 C.F.R. pt. 3000, as such, shall be required to verify that none of the Vendor's agents, principals (defined at 2 C.F.R. § 180.905), 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). Vendor 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 used upon by CITY. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C, 2 C.F.R. pt. 180, subpart C, 2 C.F.R. pt. 3000, subpart C, in addition, remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, 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 this PO and 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 transaction.

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

Access to Records: Vendors agree to provide CITY the Federal Government, and any applicable Federal Administrator, Director, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purpose of conducting audits, examinations, or investigations to determine compliance with the terms of the contract. The Vendor agrees 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.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PO, CONTACT THE CITY CLERK AT: 601 CITY CENTER WAY, 4TH FLOOR PEMBROKE PINES, FL 33025 (954) 450-1050 MGRAHAM@PPINES.COM

[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)
Bid #AD-20-05 - Clorox Total 360 - Electrostatic Sprayers  

Time Left	Bid has ended.		
Bid Started	Dec 8, 2020 9:29:50 PM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Jan 12, 2021 2:00:00 PM EST	# of suppliers that viewed	50  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Q&A Deadline: Dec 21, 2020 8:30:00 PM EST
Bid Classifications	Classification Codes		
Required Vendor Qualifications	FED-LOBBY&DEBAR, FL-EVERIFY, PP-DRUGFREE, PP-EQUAL, PP-HUBZONE, PP-LBTR, PP-LOCAL, PP-MBE, PP-SCRUTINIZED, PP-SWORN, PP-VENDORINFO, PP-VOSB, PP-W9, PP-WBE		
Bid Regions	Regions		
Bid Contact	see contact information		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration One Time Purchase

Contract Renewal Not Applicable

Prices Good for 90 days

Budgeted Amount \$0.00 [\(change\)](#)

Standard Disclaimer Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

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

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

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


Bid Comments The City of Pembroke Pines is seeking proposals from qualified firms to provide a quantity of twelve (12) Clorox Total 360 - Electrostatic Sprayers.

Documents

Select All | Select None | Download Selected


☐

1.

 [AD-20-05 Clorox Total 360 - Eelectrostatic Sprayers.pdf](#) [\[download\]](#)


☐

3.

 [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)


☐

5.

 [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)


☐

2.

 [Attachment A - Contact Information Form.docx](#) [\[download\]](#)


☐


4.


 [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)

☐

6.

 [Attachment E Purchase Order General Terms and Conditions.pdf](#) [\[download\]](#)

 = Included in Bid Packet

 = Excluded from Bid Packet

Items

Item	Title	Offers
AD-20-05--01-01	Clorox Total 360 - Electrostatic Sprayers	Y Info
AD-20-05--01-02	Estimated Delivery Time Upon Award	Y Info

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

Question and Answers for Bid #AD-20-05 - Clorox Total 360 - Electrostatic Sprayers

[Create New Question](#)

Question Deadline: Dec 21, 2020 8:30:00 PM EST

Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com