



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



Purchase Order

Fiscal Year 2021

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND SHIPPING PAPERS.**

Purchase Order Number **20211649**
Purchase Order Date **08/16/2021**
Department **Police**

Bill To PD01
Police Department
9500 Pines Boulevard
Bldg. A
PEMBROKE PINES, FL 33026

Ship To PD01
Police Department
9500 Pines Boulevard
Bldg. A
PEMBROKE PINES, FL 33026

Vendor 999
RESOURCE 4 FLOORS
DBA: RESOURCE SOUTH FLORIDA, INC
3350 BURRIS ROAD
FORT LAUDERDALE, FL 33314

**IF DELIVERY CANNOT BE MADE ON, OR BEFORE THE
DATE NEEDED, PLEASE NOTIFY THE DEPARTMENT
INITIATING THIS ORDER AT ONCE.**

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
954-581-8115		999	212122	

NOTES

Materials & labor - flooring @ Police Department

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Materials & labor - Flooring @ Police Dept. GL #: 001-521-3001-546150-0000-000-0000-	1.0000	EACH	\$75,613.5800	\$75,613.58

This purchase order ("PO") is the CITY's offer to purchase goods and/or services provided for herein from the Vendor. The term "goods" includes, but is not limited to, the delivery, in good working order, and installation of the subject good and any accessory goods required under the PO. Vendors are instructed to decline orders for any goods not specifically included in this PO. The City of Pembroke Pines ("CITY") will not honor any payment requests for any goods delivered to the CITY under this PO, but not specifically referenced in the contract or quote. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this PO. Vendor shall refrain from shipping any goods or performing any services for the CITY until Vendor is in receipt of an official CITY PO. Failure to follow this directive may result in delay of payment or refusal of payment by the CITY.

85-8013818682C-8
Florida State Tax Exemption #

59-0908106
Federal Identification #

Total Ext. Price \$75,613.58

Purchase Order Total \$75,613.58

CITY OF PEMBROKE PINES TERMS AND CONDITIONS

The 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 of sale 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 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 objection 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 standard 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 Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Vendor shall render an original invoice to the City of Pembroke Pines' requesting Department as indicated by the requester on or the front of the Purchase Order. If no "Bill To" address has been provided, please send invoices: Accounts Payable, 601 City Center Way, 3rd Floor, Pembroke Pines, FL 33025, accounts payable@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 change order, 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: Payments 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 documents(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 equal 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 discrimination.

Independent Contractor: This PO does not create an employee/physical 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 will not 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 for in the Jessica Lumsford Act Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees of a Florida public school or district.

Liability-Copyright/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, damages, damages, liability, judgments or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including reasonable attorneys' fees, judgments, damages, losses, judgments or causes of action, in any third party action as a result of any error, omission or negligence by the Vendor, its officers, employees, agents, subcontractors or assignees arising out of or related to this PO. Vendor's aggregate liability shall not exceed the proceeds of insurance required to 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 on 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 used 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 purchase order require the Vendor to be professionally licensed, 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 subvendor 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/or 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 the 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 claim arising from or related to this PO shall be in Broward County, Florida. If 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 certified 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 ceases to authorize these contracting prohibitions then they shall become inoperative.

No Contingent Fees: Vendor warrants 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 fee, 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.

E-Verify: By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase becomes obligated to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavits for the duration of the contract. Failure to comply with termination of this Contract or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination. Please contact the Procurement Department and/or Contracts Division for more information if you are unsure of the requirements it imposes.

Public Records: The City of Pembroke Pines is a public agency subject to Chapter 19, 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 a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 19, 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 and 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 shall meet 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 compatible with the information technology 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.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 19, F.S. OR FLORIDA'S STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELAT TO THIS PO, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 601 CITY CENTER WAY, 4TH FL, PEMBROKE PINES, FL 33025, (954) 450-1050, MGRHAM@PPINES.COM

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 therefrom. 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 redelivery, storage or handling charges.

Inspection of Commodities: All commodities delivered to the CITY which 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 may 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: Florida law, including without limitation the Uniform 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 of 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 breach. 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 applicable 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 the CITY is relying upon these representations when entering into this PO with Vendor, that Vendor has the professional expertise, 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, or resulting from acts, errors, omission, or negligent acts of VENDOR, its agents, servants, employees, or subcontractors, in accordance with §725.08, Fla. Stat., as may be amended from time to time, for all torts, losses and expenses, including but not limited to 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 applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information.

Vendor shall disclose in its 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 its 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 cancelled, terminated or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (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. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event 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 to 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 enter into 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 debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. [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 C.F.R. 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 is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such Vendor is required to verify that none of the Vendor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.995) 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 relied upon by CITY. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor 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 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 transactions.

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 energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records: Vendor agrees 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 purposes of making audits, examinations, excerpts, and transcriptions. 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.

030679921.1956-7601851

03/09/2020-12-30

3350 Burris Road, Fort Lauderdale, FL 33314
P: 954-581-8115 • F: 954-792-0945
www.resource4floors.com

Quote #
42584
Customer PO
20171072
Contract #

Date
5/20/2021
Sales Person1
JORGE VIERA
Designer
JORGE VIERA

Acct # 3292
For: Fax

Job Site:

CITY OF PEMBROKE PINES
601 CITY CENTER WAY
3RD FLR- SUITE 303
PEMBROKE PINES, FL

Pembroke Pines Police 1st FL to 4th FL
9500 PINES BOULEVARD
PEMBROKE PINES, FL 33024
Contact: Chris Stasio 954 4312501

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
Carpet Tile					
Materials	239.2 SqYd	INTERFACE MAIN LINE 1468302500 GLASBAC 50CMX50CM (5.98 SY/CTN)	NUBIAN/LINE 104248	\$21.06	\$5,037.55
Notes	1ST FLOOR CARPET				
Carpet Tile					
Materials	460.46 SqYd	INTERFACE MAIN LINE 1468302500 GLASBAC 50CMX50CM (5.98 SY/CTN)	NUBIAN/LINE 104248	\$21.06	\$9,697.29
Notes	2ND FLOOR CARPET				
Carpet Tile					
Materials	723.58 SqYd	INTERFACE MAIN LINE 1468302500 GLASBAC 50CMX50CM (5.98 SY/CTN)	NUBIAN/LINE 104248	\$21.06	\$15,238.59
Notes	3RD FLOOR CARPET				
Carpet Tile					
Materials	598 SqYd	INTERFACE SNOW MOON 139000AK00 25cm x 1m GLASBAC	MIDNIGHT MOON 105333	\$23.46	\$14,029.08
Notes	4TH FLOOR CARPET				
Carpet				\$3.44	\$6,953.07
Labor	2021.24 SqYd	Carpet tile installation labor			
Adhesive					
Materials	32 Each	INTERFACE TACTILES (125 SY/ROLL) 62.5 SY/ROLL PLANK ASHLAR (85 % RH)		\$109.87	\$3,515.84
Carpet Tile					
Materials	1 Each	FREIGHT		\$3,016.04	\$3,016.04
Wall Base					
Materials	4680 LnFt	JOHNSONITE VINYL TRADITIONAL COVE 4" X 1/8" X 120' CB	BLACK 40	\$1.17	\$5,475.60
Labor	4680 LnFt	4" base installation labor			
Adhesive					
Materials	78 Each	NORTH AMERICAN NA COVE BOND COVE BASE ADHESIVE 28.7 OZ CARTRIDGE		\$4.36	\$340.08

Continuation For: CITY OF PEMBROKE PINES, Quote # 42584

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
Transition					
Materials	12LnFt	BURKE/MERCER 150 TILE-CARPET JOINER 1/4" TO 1/8" (300 LF/CTN)	701 BLACK	\$2.22	\$26.64
Labor	12LnFt	TRANSITON-INSTALLATION LABOR			
Transition					
Materials	60LnFt	BURKE/MERCER 930 SNAP-DOWN T - 1/4" TO 1/4" 930 (240 LF/CTN)	701 BLACK	\$1.88	\$112.80
Labor	60LnFt	TRANSITON-INSTALLATION LABOR			
Transition					
Materials	60LnFt	V&P SUPPLIES OF BROWARD MTC -000-A UNIVERSAL SNAP-IN PINLESS METAL (240 LF/CTN)		\$1.10	\$66.00
Labor					
Labor	174SqYd	Furniture-Move/reset standard/case goods/sy-medium		\$7.30	\$1,270.20
Notes	Labor to lift furniture at 3rd floor furniture lift area				
Labor					
Labor	1453SqYd	Glue down-removal of existing		\$2.50	\$3,632.50
Labor					
Labor	13058SqFt	Scrape existing adhesive		\$0.45	\$5,876.10
Notes	PER MANUFACTURER INSTALLATION SPECIFICATIONS				
Floor Prep					
Materials	30Each	ARDEX SKM PATCH & FINISHING UNDERLAYMENT 10 LBS		\$45.40	\$893.25
Labor	15	Floor prep carpet-renovation			
Notes	NORMAL FLOOR PREPARATION EXCLUDES RAMPING, LEVELING OF DEFECTIVE CONCRETE, MOISTURE ABATEMENT OR CONTROL, AS WELL AS WAXING, BUFFING AND FINAL FINISHING UNLESS SPECIFIED OTHERWISE IN THIS PROPOSAL. RESOURCE HAS NOT HAD THE OPPORTUNITY TO INSPECT THE SURFACE AND/OR SUBSURFACE WATER OR MOISTURE/PH CONTENT OF ANY CONCRETE SLAB OR FLOORING SURFACE, AND NO REPRESENTATION CAN BE MADE AS TO THE FITNESS OF ANY SUCH SURFACE. COMMENCEMENT OF WORK SHALL NOT CONSTITUTE WAIVER OF OUR RIGHT TO A CHANGE ORDER UPON LATER DISCOVERY OF ANY SITE CONDITION WHICH DIFFERS FROM THOSE REASONABLY KNOWN TO RESOURCE AT THE TIME OF CONTRACTING.				

Continuation For: CITY OF PEMBROKE PINES, Quote # 42584

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
Moisture Control					
Materials	5 Each	WAGNER RAPID RH L6 SMART SENSOR		\$85.84	\$429.20
Labor	5 Each	Moisture Testing labor			
Notes	MOISTURE TESTING 1ST FLOOR NEW CARPET AREA RESOURCE WILL CONDUCT PRE-INSTALLATION MVER/RH/PH TESTING AS REQUIRED BY THE MANUFACTURER(S) IN ORDER TO ASSESS OUR RISK . OUR TEST RESULTS MAY BE USED BY THE CONTRACTOR AND/ OR OWNER AS AN INDICATION WHETHER TO ENGAGE INDEPENDENT THIRD PARTY TESTING. <u>MVER/RH/PH TESTING WILL IDENTIFY THE AMOUNT OF MOISTURE PRESENT AT THAT POINT IN TIME; IT WILL NOT PREDICT IF MOISTURE VAPOR EMISSIONS/RH/PH, AFTER THE FLOOR FINISHES ARE INSTALLED, WILL ELEVATE THE PH OF THE SLAB CAUSING ADHESIVE FAILURE OR ACCELERATE PLASTICIZER MIGRATION. RESOURCE DOES NOT WARRANT INSTALLATION DISTRESSES THAT DEVELOP AFTER INSTALLATION WHEN THE DAMAGE IS A RESULT OF MOISTURE VAPOR EMISSIONS/RH/PH AND OUR PRE-INSTALLATION TESTING INDICATED A SUITABLY DRY SURFACE.</u> IF THE PRE-INSTALLATION TEST RESULTS EXCEED THE MANUFACTURER(S)' SPECIFICATION FOR INSTALLATION, RESOURCE WILL NOT PROCEED UNLESS THE CONDITIONS ARE REMEDIATED, OR WE ARE INSTRUCTED TO PROCEED BASED ON YOUR INDEPENDENT THIRD PARTY TEST RESULTS. RESOURCE WILL QUOTE THE SPECIFIC MOISTURE CONTROL/MANAGEMENT SYSTEM WHICH WILL BEST ADDRESS THOSE CONDITIONS (ADHESIVES, MEMBRANES, OR EPOXY INCLUDING MECHANICAL PREPARATION OF THE SURFACE). MOISTURE CONTROL/MANAGEMENT IS NOT INCLUDED UNLESS SPECIFIED OTHERWISE IN THIS PROPOSAL.				
Moisture Control					
Materials	5 Each	WAGNER PH TEST STRIPS 880-R0025 -001		\$0.75	\$3.75
MISC					
Materials	1 Each				
Notes	UNLESS SPECIFICALLY INCLUDED ABOVE, THE FOLLOWING ARE NOT INCLUDED IN THIS QUOTE: PHASING MOISTURE TESTING AND MOISTURE CONTROL SYSTEMS REMOVAL OF EXISTING FLOOR COVERINGS AND ADHESIVES REMOVAL OF EXISTING THINSET OR MORTAR LEVELING OF SLAB ADDITIONAL FLOOR PREP DUE TO UNKNOWN CONDITIONS AT TIME OF QUOTE RAMPING/ ADDITIONAL RAMPING DUE TO SITE CONDITIONS FURNITURE SERVICES FINAL FINISH OF RESILIENT PRODUCTS (STRIP/WAX, ETC.) ATTIC STOCK PROTECTION OF INSTALLED FLOORING (KRAFT PAPER , MASONITE, ETC.) CERAMIC/PORCELAIN/STONE CRACK SUPPRESSION MEMBRANE SCHLUTER TYPE TRANSITIONS WOOD BASE HOISTING WAGE REQUIREMENTS (DAVIS BACON, ETC.) OCIP/CCIP/RCIP INSURANCE PROGRAMS BADGING / OTHER SECURITY PROCEDURES				

Continuation For: CITY OF PEMBROKE PINES, Quote # 42584

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
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Information

75,668.58

Total

Labor	\$20,883.82
Materials	\$54,729.76
Contract Total	\$75,613.58
Sales Tax	
Grand Total	\$75,613.58
Date	Ck #
Deposit	

INTERFACE STATE CONTRACT 121715-IFA NJPA; 52100000-16-ACS (STATE OF FLORIDA)

Buyer _____ Date _____ Seller _____ Date _____