

Southwest Ranches Council
Mayor Doug McKay
Vice Mayor Dee Schroeder
Delsa Amundson
Bob Hartmann
Gary Jablonski



Town Administrator
Andrew D. Berns

REQUEST FOR PROPOSALS

RFP No. 20-008

Town of Southwest Ranches
is seeking proposals for:

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed Proposal, and one (1) electronic copy of the entire Proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday January 28, 2020, at 11:30 a.m.** local time. See Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 11:00 a.m. local time. See Section 1.3, of this RFP for the location of the Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request For Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at <http://southwestranches.org/procurement> as they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of Proposals.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:30 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for:

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department’s website which can be accessed at:

<http://southwestranches.org/procurement>.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 11:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
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CONTRACT DATA

Contract Title: Town-Wide Right of Way Maintenance Services

Contract Number: RFP No.: 20-008

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract
Manager: December Lauretano-Haines, Parks Recreation
and Open Space Manager
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

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**SECTION 1
GENERAL INFORMATION**

1.1 ISSUING OFFICE

This Request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Procurement and Budget Department (“Department”). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for Right of Way Maintenance Services. Which includes the removal of litter, trash & debris and proper disposal, mowing, edging, hedge trimming, selective trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, and other landscape maintenance services as required.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town’s Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday, January 7, 2020 at 11:00 a.m. local time.**

At this meeting, maps will be distributed showing all areas where work is to be performed. There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (*See* Section 1.8) prior to the date and time stated in the Timetable (*See* Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days’ notice.

1.4 QUALIFICATIONS OF PROPOSERS

All Proposers to this RFP shall have demonstrated experience in right of way maintenance services.

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Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

1.5 OPPORTUNITY OFFERED

The initial contract for services (“Contract”) is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased on annual basis at the Town’s discretion. Such increase shall not exceed five percent (5%) of the annual fee under the existing Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor’s obligation to perform services under the Contract.

1.6 TIMETABLE

The anticipated schedule and deadline for this RFP is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: Friday, December 13, 2019 at: http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	11:00 a.m. local time, on Tuesday, January 7, 2020 at Town’s Grand Oak Conference Room located at Town Hall.
Deadline for Submission of Written Comments/Questions	Tuesday, January 21, 2020, at the Office of the Procurement, 13400 Griffin Road, Southwest Ranches, FL 33330.
Response to Written Comments/Questions	
Deadline for Submission of Proposals	11:30 a.m. local time, on Tuesday, January 28, 2020, at the Office of the Procurement, 13400 Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:30 a.m. local time, on Tuesday, January 28, 2020, at the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, FL 33330.
Selection Committee meeting(s); and Oral Presentations (by invitation, if necessary)	Tuesday, February 4, 2020, 11:00 a.m. Wednesday, February 5, 2020, beginning at 11:00 a.m.
Award Date	February 27, 2020

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1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond and Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, et seq. It is anticipated that Proposals will be opened at 11:30 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 28, 2020.

All Proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete Proposal must be received by the Town no later than 11:30 a.m. local time on Tuesday, January 28, 2020. Proposers must also submit an electronic copy of the Proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The Proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone Number

Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer
Procurement Department
13400 Griffin Road
Southwest Ranches, FL 33330

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TOWN-WIDE RIGHT OF WAY MAINTENANCE
SERVICES

Due Date: Tuesday, January 28, 2020

Hand carried Proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of envelope used by such service.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

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No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:30 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as the “Contact Person” for the RFP is:

Venessa Redman, Senior Budget and Procurement Officer
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 434 0008 Ext. 7467
Fax: 954 434 1490
Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 28, 2020, to the address listed in this RFP Timetable (See Section 1.6) or fax number or e mail address listed for the Contact Person (See Section 1.8). The request must contain the proposer’s name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer’s name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of Proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of Proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (See Section 1.6) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said Proposer voidable by the Town, at the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of Proposals, will take place on Tuesday, January 28, 2020, at 11:30 a.m. local time in the Town Grand Oak Conference Room.

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The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an “Intended award” or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town’s Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

**SECTION 2
TERMS AND CONDITIONS**

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 Technical Proposal. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

2.3 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

2.4 MODIFIED PROPOSALS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.6). The Town will only consider the latest proposal submitted.

2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals. (See Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal without permission of the Town before 120 days have elapsed from the date of the opening of Proposals may be debarred and are subject to forfeiture of the Proposal Security.

2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to Proposals received after the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.6) shall not be considered.

2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all Proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.8 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be borne by the Proposer.

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.10 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Bid Protest”). By responding to this RFP, all Proposers agree that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any Proposer may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer’s facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the “SC”) process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town’s Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

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Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer’s assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Right of Way Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided;	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors’ proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection.
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA).
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA).
- D. Membership in Florida Urban Forestry Council (FUFC).
- E. Membership in Florida Turfgrass Association (FTGA).

2.14 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town’s Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract pursuant to this RFP, the services shall be provided on a “non-exclusive” basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town’s discretion.

2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.16 ASSIGNMENT

This RFP and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this RFP and any Contract awarded. Proposer shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer

or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law the Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.22 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

2.23 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.24 GOVERNING LAW

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.26 REMEDIES FOR BREACH

Should the selected Proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or within time frames as set forth in the Contract. If Proposer fails to cure, then the

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Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to Town, to transfer to the Town all public records in possession of the Proposer or keep and maintain public records required by the Town to perform the service. If the Proposer transfers all public records to the Town upon completion of the Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be

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provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

2.28 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract.

2.29 CONTRACT PROVISIONS (EXHIBIT "A")

2.29.1 Agreement. The selected Proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.

2.29.2 Authorization to Sign. In addition to executing the Agreement, the selected Proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected Proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected Proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish

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these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected Proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected Proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

2.31.1 Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

2.31.2 Business Automobile Liability Insurance Proposer shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.31.3 Commercial General Liability. Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or

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completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

2.31.4 Environmental Pollution Insurance: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

2.32 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated “A “ or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions 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.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) must be completed on behalf of any individual or business entity that seeks to do business with the Town. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.37 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

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 Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies 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 s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

SECTION 3 CONTRACT

3.1 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any

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governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.2 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive, Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4– “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor’s responsibility, and the amount of each applicable Bond may be adjusted accordingly.

3.3 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.3.1 Change Order. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges

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and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.3.2 Unit Prices. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

3.4 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.4.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.4.2 Correction or Removal of Defective Work. If required by Town, Contractor shall within twenty-four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.

3.4.3 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

3.4.4 Town May Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty-four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and

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remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

3.4.5 Contractor's Failure to Perform. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

3.4.6 Termination for Convenience. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

3.5 SUSPENSION OF WORK AND TERMINATION

The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract terminate the services of the Contractor. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive Proposals for the Work except as required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon thirty day (30) written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed up to the

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date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

3.6 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

3.7 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs,

including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

3.8 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – “Changes in the Work”.

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

4.1.1 Supervision of Work. Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

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4.1.2 Communication. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

4.1.3 Safety Precautions. The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

4.1.4 Debris Removal. All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.

4.1.5 Sub-contractor. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

4.1.6 Site Conditions. All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

4.1.7 Loss Prevention. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.

4.1.8 Sales Tax. As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town

is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.2 LANDSCAPE MAINTENANCE BASE STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a base standard for ongoing maintenance of trees, shrubs, turf and other plantings. The initial clean-up shall include, but is not limited to, weeding of landscape beds, shaping and trimming of trees and shrubs per Town specifications as provided in Section 5.10 and in the table of Maintenance Frequencies for landscape material trimming.

4.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES

The area and limits of mowing/maintenance have been previously established and are distinguishable in the field.

Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continuously until completion of the cycle (cycle = 30 days.) Areas specified in this RFP shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule. Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.).

4.4 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing

in this paragraph shall create a duty by the Town to Proposer or anyone else to exercise this right. The Proposer shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.5 EQUIPMENT STORAGE AND MOBILIZATION

The Proposer must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Proposer's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties. No equipment shall be parked overnight in the medians, right-of-way or on Town Property without the Town's prior written consent.

4.6 HOURS OF OPERATION

The Proposer shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

SECTION 5 SCOPE OR SERVICES

5.1 BACKGROUND

The Town is located in Southwest Broward County, includes thirteen (13) square miles and is home to over 7,344 residents. The Town's environment is rural, filled with grazing animals, nurseries, farms, an abundance of wildlife and unique scenery. Most properties utilize wells for potable water.

There are seven (7) parks within Town limits, comprised of one hundred and fifty-two (152) acres and in various stages of development.

The roadways are comprised of two-lane local roads and rural section collector roads. The Town is currently responsible for the maintenance of eighty-two (82) miles of right-of-way. The rights-of-way include; curbs, gutters, sidewalk and equestrian trails.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways within the right-of-way or by cooperative agreement with landowners. The trail system is currently in various stages of development.

5.2 PROJECT LIMITS

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to Roads, Rights-of-Way, and Recreational Trail. The maintenance area are bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

5.3 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

5.4 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired, at the Contractor's expense, to the Town's satisfaction. Failure to restore damages within three (3) working days, following written notification, shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Notification shall be by letter, fax or email.

5.5 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See Drug-Free Workplace Certification Form*).

5.6 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

5.7 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 3.4.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site re-inspection.

5.8 ROUTINE MOWING / MAINTENANCE SCHEDULE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town’s Designee.

Maintenance shall include, but is not limited to, the following and shall be performed during each maintenance visit:

5.8.1. Upon arriving at a job site, the Contractor shall inspect the area and *prior* to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.

5.8.2 Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.

5.8.3 Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) no string trimming tree wells is permitted. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter Tree Bed. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not limited to ornamental beds, base of shrubbery, trees, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all weeds shall be removed by hand or chemical means. If chemical means are used, then three days after application all remaining weeds shall be removed. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor’s expense.

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5.8.5 Mow all grass areas. Mowing shall be done no lower than four and one half (4.5) inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.

5.8.6 Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.

5.8.7 String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes.

5.8.8 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean-up can be completed by the end of the day.

5.8.9 Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.

5.8.10 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.

5.8.11 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.

5.8.12 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.

5.8.13 All work to comply with current A.N.S.I. Standards – tree, shrub & other plant maintenance.

5.8.14 All structures, monuments signs, streetlights and fencing located on medians or right of way, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

5.9 ADDITIONAL MAINTENANCE SCHEDULE

5.9.1 Selective Trimming of shrub and ground cover material shall maintain plant material not to exceed thirty-six (36) inches in height or as directed by the Town's Designee

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within safe sight triangles. This service shall be done the first visit of each month. Trimmings shall be removed, chipped or ground for use as mulch in place by the end of maintenance visit. Schedule for all other shrub and ground cover trimming is contained in the Scope of Services – Maintenance Frequencies.

5.9.2 Street Tree Maintenance. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town’s Designee.

5.9.3 Invasive Exotic/Hazard Tree Removal. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive, exotic, or hazard trees. **This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 9 through 26 and 52 of the Contractor’s Proposal for Auxiliary Services.**

If directed to perform Invasive Exotic/Hazard Tree Removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.9.4 Fertilizer will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.10. This requirement does not include north of Griffin Road. **This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 40 – 43 of the Contractor’s proposal for Auxiliary Services.**

5.9.5 Mulching. Contractor shall provide and install, or install only, mulch as per Section 5.10 and as set forth in the Maintenance Frequencies herein. **This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 37 of the Contractor’s proposal for Auxiliary Services.**

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.9.6 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town’s Designee any visible blockage inside catch basins, within 48 hours of finding.

5.9.7 Miscellaneous Code Enforcement Maintenance. At the request of the Town’s Designee, Contractor shall provide mowing/lawn maintenance services at designated properties under Enforcement Action. All Code Enforcement Maintenance shall require 4” x 6” color photos capturing both before and after maintenance conditions.

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5.9.8 Damage/Vandalism. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this RFP and will be bid separately.

5.9.9 Debris Auxiliary Removal and proper disposal of litter, glass, rocks, dead foliage, metal, branches, palm fronds, or other debris as set forth in Maintenance Frequencies herein or as directed by Town's designee. **This is a billable item, in accordance with unit prices set forth in line item #54 of the Contractor's Proposal for Auxiliary Services.** If directed to perform Auxiliary removal and proper disposal of litter, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made in accordance with monthly payment terms and conditions.

5.10 MAINTENANCE AND FREQUENCY STANDARDS

5.10.1 Fertilizer. On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written fertilization plan in accordance with the Maintenance Frequencies herein. The chemical composition of fertilizer must be approved prior to application. Notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in a manner to prevent wetting and deterioration. Contact the Town's Designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.

Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. Fifty percent (50%) of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

A. Trees. Application of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein.

B. Palm Trees.

- i. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- ii. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one-half pound caliper inch of tree trunk measured at 12" above grade.
- iii. Fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.

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iv. Should the root area be on a sloped terrain, seventy-five (75%) of said the fertilizer shall be on the up-slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.

C. Shrubs and Groundcover. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label.

D. Turf. Application of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.

A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

5.10.2 Chemicals. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

A. List. A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.

B. Records. Records must be kept and retained (with copies provided to the Town's Designee included with the monthly invoice) as prescribed by law for the use of pesticides of all operations. Records must include: dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

C. Application. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.

D. Damage. Any soil, sod or plants contaminated or damaged by misuse of chemicals, as determined by the Town's Designee, shall be removed and replaced, at Contractor's expense.

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- E. Caution. No chemical with a signal word higher than caution shall be used at any time.
- F. Flags. When applying chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours.
- G. Indemnification. The hold harmless and indemnification provisions of this RFP shall be applicable to any damage to persons and/or property arising out of or in connection with Contractor's use of chemicals.

5.10.3 Herbicide. The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable federal, state, county and municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location, and method of application. The Contractor shall exercise extreme care to avoid over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's sole expense.

5.10.4 Mulch. Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal shall be used. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.

- A. Location, Frequency and Amount of mulching as per Maintenance Frequencies or as directed by Town's Designee.
- B. Installation. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment-with-operator rates outlined in the Maintenance Proposal for Auxiliary Services.
- C. Compacted Mulch. to be installed so as to not be within 3" of base of plant material.

5.10.5 Bahia, St. Augustine, and other Sod Replacement. Where select areas require sod replacement, as directed by the Town's Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town's Designee to monitor and adjust the irrigation system to achieve well-rooted and healthy sod.

- A. Installation. The Contractor shall prepare the installation site by string trimming all dead and/or brown vegetation to soil level. The Contractor shall furnish and install Bahia, St. Augustine or other species of sod as specified. Sod bed shall be moist at time of installation.

- B. Quality. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" in size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.
- C. Slopes. On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The Contractor shall coordinate with the Town's Designee to monitor and adjust the irrigation system to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a ratio greater than 4:1, sod shall be pinned in place to prevent dislocation.
- D. Weeds and Pests. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp.

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

6.2 DEBRIS

All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations.

The Contractor shall exercise the necessary care to preclude any source of litter from his operations.

6.3 TRAFFIC

The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

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When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. Cuttings shall not be side discharged into roadways. This provision does not apply when the specific worksite is protected by the Contractor's flagmen and/or warning signs in accordance with the Manual on Uniform Traffic Control Devices.

6.4 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

6.5 COORDINATION WITH TOWN

The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes to respond to the needs and requests of the Town Designee in an efficient manner, Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).

6.6 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

6.7 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

6.8 REPAIRS

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.

6.9 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

6.10 STAGING

The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

6.11 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

6.12 UNIFORMS

At all times while performing the work subject to RFP, all the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

SECTION 7 SPECIAL REQUIREMENTS

7.1 MEETING WITH TOWN

The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

7.2 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

7.3 ON CALL

The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

7.4 EMERGENCY

In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, that causes a roadway or pedestrian area to be obstructed, the contractor shall be available on a first priority basis (within 24 hours). Contractor shall remove obstruction and legally dispose of same at an EPA or Town approved dump site.

**SECTION 8
SPECIAL PROVISIONS**

8.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

8.2 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Proposal, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any potential modifications to the terms and conditions.

8.3 FREQUENCY OF SERVICE

Contractor shall maintain the contractually covered maintenance areas at the frequency rates required by conventional style mowing and lawn maintenance equipment.

8.4 METHOD OF OPERATION

The Contractor will be responsible for the pickup and removal of all debris from the right-of-way, medians, and retention ponds, before commencement of mowing.

Mowing cycles shall commence at the east boundary of the Work Site and proceed continuously toward the west boundary. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Town's Designee authorizes the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. On the contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the Work Site. All grass trimmings must be swept/blown off roadways and sidewalks. Grass trimmings and debris must not be blown onto roadways. Blowing or sweeping of grass trimmings into storm sewers is illegal. Violators are subject to Local, County & State fines and must remove any illegal deposits within twenty-four (24) hours. If this requirement is violated, the Contractor will be held responsible for the cost to appropriately clean drainage system.

**SECTION 9
DEFINITIONS**

ADDENDA. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

PROPOSAL. The offer or proposal to perform all services required in this Request for Proposal.

BOARD AND BATTEN. method of supporting plant material which utilizes 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Specified for trees of greater than 3 inches in caliper.

BOND. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CODE ENFORCEMENT. Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

CODE ENFORCEMENT MOWING. Mowing of basic turf overgrowth, of property under Code Enforcement action, assigned by Code Enforcement Department or Town Designee. Does not include detailed landscaping maintenance.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in this RFP.

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not

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meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

FINAL COMPLETION. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

FIRE ANT CONTROL. The use of chemicals to control of insects utilizing a three times per year schedule. Specified product is Extinguish Ant Bait or approved equal that is non-toxic/harmful to grazing livestock.

INSECTICIDE/FUNGICIDE APPLICATION. Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

JOINT/CRACK CLEANING. Joints and cracks in concrete, asphalt, brick or other hard surfaces paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products such as Round Up and Nutsedge shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt, brick or other hard surfaces shall be repaired and restored to its original condition within seven (7) days, at the Contractor's expense, subject to approval by the Town or its Designee.

LANDSCAPE BED. Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

LINE OF SIGHT BRUSH BACK. Occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of- way obstructing the line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

LITTER REMOVAL. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

LODGE POLE AND SISAL. A method of supporting plant material utilizing staking lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

MAINTENANCE. As defined for this RFP, includes but is not be limited to litter, trash and debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other property maintenance services, miscellaneous Code Enforcement maintenance services and other Work as described herein.

PROJECT. The whole or any part of the Work to be provided under this RFP and the Contract Documents.

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PROPOSAL. The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

RIGHT OF WAY BRUSH BACK. Regularly scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way, each maintenance visit.

ROOT BALL STAKING. A method of supporting plant material which utilizes vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with sufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

ROW. Right-of-Way or Rights of Way.

SELECTIVE TRIMMING. Shall include trimming foliage growth specified for select plantings including one or more of the following: removal of low growth, removal of growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods, removal of branches or fronds in paths and/or walkways.

SERVICE CATEGORY. Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

Service Category A: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West Right-of Way Maintenance.

Service Category B: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 3, Griffin Road / C-11 Canal Bank Trail Right-of Way Maintenance.

Service Category C: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 32 and 44, Right-of Way Maintenance.

Service Category D: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

SITE. An area of ground within the Town, requiring maintenance. (e.g. "Griffin Road West").

SITE INSPECTIONS. Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

STRING TRIMMING. Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See Section P/Quality*). The girdling of trees is to be avoided at all times.

SWEEPING/BLOWING. Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

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TOWN. Town of Southwest Ranches, Florida.

TREE BED. A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

TREE SERVICES. Erection and reset of downed, wind-thrown trees and tree straightening / Staking. Service to upright fallen or downed trees and provide support with specified staking method.

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

WEEDING. The removal of unwanted plant material to control wild, invasive vegetative growth which was not included in the original landscape design. Weeding shall include, but is not limited to ornamental beds, base of shrubbery, trees, tree beds, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter, edge of pavement, all concrete medians or other areas where weeds exist. These areas shall be maintained “weed free” at the completion of the work for each site.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

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APPENDIX A
PROPOSAL SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNITS</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>

TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE
\$ _____

Proposer _____

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The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Proposer and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Proposer is an individual, he must be licensed. (Please print or type, excluding signatures).

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PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If the Proposer is a Corporation, affix corporate seal)

**APPENDIX “B”
PROPOSAL FORMS**

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST
All counts and quantities provided are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale – All from edge of pavement to top of canal bank
- b.) Medians – All
- c.) 3 Retention Ponds
- d.) South swale – All from edge of pavement to property line

Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave.
- b.) Medians – All
- c.) South swale – All

SERVICE CATEGORY B:

RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 3. GRIFFIN ROAD/C-11 Canal Bank Trail: From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

SERVICE CATEGORY C:

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES

Zone 4. Griffin Rd. West

US 27 to Holiday Park entrance

Zone 4a. Dykes Road Median at Sheridan Street

Zone 5. SW 172 Ave. from Griffin to Sheridan St.

- a.) West side
- b.) East side at 4800 SW 172 Avenue – plantings in ROW
- c.) East side at 6640 SW 172 Avenue – plantings in ROW

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- Zone 6. SW 166 Ave. from Griffin to SW 51 Manor, West side
- Zone 7. SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side
- Zone 8. SW 166 Ave. from SW 62 St. to SW 69 St., East side
- Zone 9. Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides
- Zone 10. Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only
- Zone 11. SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave., North and south sides, String trimming at Guardrail
- Zone 12. SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St. between SW 68 Court and SW 70 Place, East and west sides, some north sides as per aerials, String trimming at Guardrail
- Zone 13. SW 66 St. between SW 178 and SW 172 Avenues, North side
- Zone 14. Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary
- Zone 15. SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side
- Zone 16. SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side
- Zone 17. SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side
- Zone 18. SW 50 St. (East Palomino Drive), east of 13601 address only, North side
- Zone 19. SW 50 St. (West Palomino Drive), South side
- Zone 20. SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side
- Zone 21. SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side
- Zone 22. SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway, East side
- Zone 23. SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side
- Zone 24. SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

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Zone 25. SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail),
South side

Zone 26. SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.),
South side

Zone 27. SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail),
South side, portion of north side, median

Zone 28. SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave.
(Melaleuca Rd.), North side

Zone 29. SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave.
(Appaloosa Trail), North and south sides, intersection, various

Zone 30. SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side

Zone 31. SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)

Zone 32. SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only

Zone 44. SW 210 Terrace drainage swale

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SERVICE CATEGORIES/MAINTENANCE FREQUENCIES*

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight/ Brush back	8+/-	Up to 8 times per year as directed											
A. 1&2, C. 4 & C. 4 a. Griffin Road East & West, Dykes Road Median Maintenance	28	1	1	1	2	3	3	3	3	3	3	3	2
B. 3. C-11 Trail Mowing & String Trimming Maintenance	28	1	1	1	1	2	3	3	3	3	3	2	1
C. 44 SW 210 Terrace Swale Maintenance	24	2	2	2	2	2	2	2	2	2	2	2	2
Shrub/ Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1-2												
Litter Removal	24	2	2	2	2	2	2	2	2	2	2	2	2
Tree bed weeding	6	1	0	1	0	1	0	1	0	1	0	1	0

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY
(BASE PROPOSAL):**

RIGHT-OF-WAY MAINTENANCE – ROADS/MEDIANS/SWALES

Service Category	Location/ Zone #	Location/Zone Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of pavement to property line	\$	\$
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$	\$
B	3	Griffin Road/ C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	\$	\$
C	4	Griffin Road West US 27 to Holiday Park entrance	\$	\$
C	4A.	Dykes Road median at Sheridan Street	\$	\$
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$	\$
C	6	SW 166 Ave. from Griffin to SW 51 Manor, West side	\$	\$

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C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$	\$
C	8	SW 166 Ave. from SW 62 St. to SW 69 St., East side	\$	\$
C	9	Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides	\$	\$
C	10	Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only	\$	\$
C	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave., North and south - Guardrail String trimming	\$	\$
C	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place, East and west sides, some north sides - String trimming at Guardrail	\$	\$
C	13	SW 66 St. between SW 178 and SW 172 Aves, North side	\$	\$
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	\$	\$
C	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side	\$	\$
C	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side	\$	\$
C	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side	\$	\$
C	18	SW 50 St. (East Palomino Drive), east of 13601 address only, North side	\$	\$
C	19	SW 50 St. (West Palomino Drive), South side	\$	\$
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side	\$	\$
C	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side	\$	\$
C	22	SW 130 Ave. (Melaleuca Rd.) from		

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
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		Stirling Rd. to end of roadway, East side	\$	\$
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side	\$	\$
C	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side	\$	\$
C	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side	\$	\$
C	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side	\$	\$
C	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median	\$	\$
C	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side	\$	\$
C	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, intersection, various	\$	\$
C	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side	\$	\$
C	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)	\$	\$
C	32	SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only	\$	\$
C	44	SW 210 Terrace Drainage Swale	\$	\$
SUBTOTAL RIGHT-OF-WAY MAINTENANCE – ROADS/ MEDIANS/SWALES			\$	

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
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MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	ROW Maintenance/Mowing	Per Square Foot	\$
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$
3.	String Trimming Only Maintenance	Per Square Foot	\$
4.	String Trimming Only Maintenance	Per Square Foot	\$
5.	Weeding Only Maintenance	Per Square Foot	\$
6.	Edging Only Maintenance	Per Linear Foot	\$
7.	Line of Sight/Brushback	Per Linear Foot (20' +/- width)	\$
8.	Herbicide spraying	Per Square Foot	\$
9.	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
10.	Laborer/Groundskeeper	Per hour for all other times =	\$
11.	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
12.	Supervisor/Foreman	Per hour for all other times =	\$
13.	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =	\$
14.	Certified Arborist	Per hour for all other times =	\$
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per hour =	\$
16.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per day =	\$
17.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per week=	\$
18.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per month =	\$
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$
20.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week=	\$
21.	Combination Front End Loader and Backhoe with a minimum operating	Per month =	\$

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	weight of 13,000 lbs., with operator		
22.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$
23.	Min. 15,000 GVM Dump Truck with Operator	Per week=	\$
24.	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$
25.	Min. 15,000 GVM Dump Truck with Operator	Per day =	\$
26.	Min. 15,000 GVM Dump Truck with Operator	Per week=	\$
27.	Watering Truck with Operator	Per month =	\$
28.	Watering Truck with Operator	Per day =	\$
29.	Watering Truck with Operator	Per week=	\$
30.	Watering Truck with Operator	Per month =	\$
31.	Hydraulic Bucket Truck with a reach of 55', with operator	Per day =	\$
32.	Hydraulic Bucket Truck with a reach of 55', with operator	Per week=	\$
33.	Hydraulic Bucket Truck with a reach of 55', with operator	Per month =	\$
34.	Hydraulic Bucket Truck with a reach of 55', with operator	Per day =	\$
35.	Mowing of turf area – Acreage	Per acre=	\$
36.	Mowing of turf area – ROW (20' +/- width)	Per Linear Foot=	\$
37.	Melaleuca Mulch	Per Cubic Yard installed	\$
38.	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$
39.	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
41.	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$
42.	Micronutrients: Manganese, in granular form	Per lb. in place	\$
43.	Micronutrients: Magnesium, in granular form	Per lb. in place	\$
44.	Removal & Proper disposal of debris	Per Cubic Yard	\$
45.	Fill Material, per cubic yard furnished and installed – Topsoil	Per Cubic Yard	\$
46.	Fill Material, per cubic yard furnished and installed – Lake sand	Per Cubic Yard	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA
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	or sand fill		
47.	Fill Material, per cubic yard furnished and installed – Concrete screening	Per Cubic Yard	\$
48.	Re-set downed / wind thrown tree	Per Tree	\$
49.	Staking – root ball staking – (preferred method)	Per Tree	\$
50.	Staking and guying - board and batten materials (3" or greater caliper trees)	Per Tree	\$
51.	Staking and guying - lodge poles and sisal materials (3" or less caliper trees)	Per Tree	\$
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$
53.	Removal of exotics & vines within planted areas	Per hour =	\$
54.	Litter removal along roadsides and median	Per "non-maintenance" Week	\$
55.	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$
Miscellaneous Code Enforcement Services			
56.	Mowing/lawn maintenance	Per individual proposal	

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statutes and Local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or

the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

**APPENDIX D
DRUG FREE WORKPLACE**

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

APPENDIX E
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX F
NON-COLLUSION AFFIDAVIT

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX G
CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal dated _____20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____ (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX H
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
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APPENDIX I
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on
_____, 20___, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the
Partnership, be and is hereby authorized to execute the Proposal dated _____,
20___, to the Town of Southwest Ranches and this partnership and that his execution thereof,
attested by the _____ shall be the official act
and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____,
20___.

Secretary:
(SEAL)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX J
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss:

I HEREBY CERTIFY that a meeting of the Partners of the _____

A corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Joint Venture, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

**APPENDIX K
PROPOSAL BOND**

Bond No. _____

BID BOND

State of _____)

) ss:

County of _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated _____ 20__ for:

**“RFP No.: 20-008:
Town-Wide Right of Way Maintenance Services”**

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: _____

Name: _____

Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX L
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX M
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

**APPENDIX N
PROPOSER CONFIRMATION OF QUALIFICATIONS**

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer s who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

PROPOSER: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX O
PROPOSER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX P
SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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APPENDIX Q
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX R
LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:

a. Name: _____

b. Address: _____

c. Phone: _____

d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:

a. Court Case Number: _____

b. County: _____

c. State: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX S
W-9

INSERT W-9

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX T
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

**APPENDIX U
ANTI-LOBBYING CERTIFICATION FORM**

1. The prospective participant certifies 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.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

(type or print)

Title: _____

Signature: _____

Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

APPENDIX V
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

**APPENDIX W
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200
COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state, county and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. 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.

B. 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).

C. 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).

D. COMPLIANCE WITH THE 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.

E. BUY AMERICAN ACT

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

F. 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, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. 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 (see page 40). 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 contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. 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 sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement 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 the

TOWN OF SOUTHWEST RANCHES, FLORIDA
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RFP NO. 20-008

Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

EXHIBIT “A”



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

RFP NO.: 20-008

TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

AGREEMENT FOR

“RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Town-wide Right-of-Way Maintenance Services (“Project”); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-008 on _____, 202_ (“RFP”); and

WHEREAS, __ Proposals were received by the Town on _____, 201_; and

WHEREAS, the Town has adopted Resolution No. 201_- _____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project.

WHEREAS, Contractor’s Proposal is attached to this Agreement as Exhibit “A-1” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFP, the Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$_____ Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town.

Section 4: Assignment

- 4.1 No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety, Loss and Damage

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

And

Broward County Board of County Commissioners
115 S Andrews Avenue
Fort Lauderdale, FL 33301

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO. 20-008

inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.

6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.

6.6 Contractor shall carry the following minimum types of Insurance:

- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

TOWN OF SOUTHWEST RANCHES, FLORIDA
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RFP NO. 20-008

D. **ENVIRONMENTAL POLLUTION INSURANCE:** The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.

6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, “Public Records Law.” No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town’s contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor’s possession or control in connection with Contractor’s performance under this RFP and any Contract awarded, and upon the request from the Town’s custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

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Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
 5. Contractor's violation of Section 19 of this Agreement.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to 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." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS agreement.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

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To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.

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Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working

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papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

C. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

D. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

E. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

F. Materiality and Waiver of Breach. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement

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shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2020.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____(title)
____ day of _____ 202_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 202_

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By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 202_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney