TOWN OF SOUTHWEST RANCHES

REQUEST FOR PROPOSALS

Town-Wide Right-of-Way Maintenance Services

RFP No. 14-011

Date: August 11, 2014
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CONTRACT DATA

Contract Owner: Town of Southwest Ranches ("Town")

Contract Title: Town Wide Right-of-Way Maintenance Services

Contract Number: Request for Proposals (RFP) No. 14-011

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Proposal Submission Due: Monday, September 15, 2014, 2:00 PM

Mandatory Pre-Proposal Conference: Wednesday, August 27, 2014, 2:00 P

Deadline for Questions: Monday, September 8, 2014, 5:00 PM

Cone of Silence Applicable. (See page 8)

Town Council:
Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breitkreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

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

Contract Manager:
Clete J. Saunier
Public Works Director/Town Engineer

Contract Coordinator:
December Lauretano-Haines
PROS Coordinator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 434 0008 / Fax: 954 434 1490
PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The Town of Southwest Ranches, Florida hereinafter referred to as TOWN, will receive sealed Proposals at the Office of Juanita Romance, Town Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until 2:00 PM, Monday, September 15, 2014, at which time they will be publically opened and read for:

TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES
REQUEST FOR PROPOSAL NO.: 14-011

This Request for Proposals (RFP) for Town Wide Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to Right-of-Way mowing and maintenance services; miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

A mandatory pre-proposal conference will be held on Wednesday, August 27, 2014, starting at 2:00 PM. Location is at Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330. Proposal Specifications are available on Onvia/DemandStar and the Town of Southwest Ranches Website: http://www.southwestranches.org/procurement/. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of and intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right to reject any or all Proposals, to award multiple or partial contracts, 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 interests of the Town.

The Town will complete a Proposal Award analysis that 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 most.

Andrew D. Berns
Town Administrator
GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

1. SECURITY AND BONDING REQUIREMENTS:

1.1 PROPOSAL SECURITY
Simultaneous with the delivery of an executed Proposal to the Town, Proposer shall furnish to the Town a 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.

1.2 PERFORMANCE AND PAYMENT GUARANTEES
Simultaneous with the delivery of the executed contract to the Town, the contractor shall furnish to the Town an executed Performance Bond and Payment Bond, each in the amount equal to one hundred percent (100%) of the annual contract value, as security for the faithful and timely performance of the contract, and as security for the payment of all persons performing labor and/or furnishing materials in connection with the Work. Performance and Payment Guarantees shall be valid for the duration of the contract. In the event that the Town increases the scope of the work subsequent to the award to add zones which may not be initially awarded or required, then the Contractor will be required to increase the amount of its Performance Bond and Payment Bond to provide for the increase in the annual contract value and based upon the additional work assigned.

1.3 QUALIFICATIONS OF SURETY
Surety companies issuing Performance and Payment Bonds shall fulfill each of the following provisions and the Proposer shall provide evidence to document such fulfillment:

A. The surety company is licensed to do business in the State of Florida.
B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposal is issued.
D. The surety company is otherwise in compliance with the provision of the Florida Insurance Code.
E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308
F. Each bond shall be issued by a Florida agent.

1.4 DURATION OF BONDS
Payment Bond shall remain in full force for one (1) year from the date of termination of the contract or completion of the Work, whichever is later, as protection to the Town against losses resulting from non-payment for the Work. The Performance Bond shall remain in full force for such time period covered by section 95.11(3)(c), including for latent defects in materials or improper performance of work under the Contract that may appear or be discovered during that period.

1.5 NON-COMPLIANCE
Service Provider’s failure to deliver executed Performance Bond and Payment Bond in a form acceptable to the Town shall result in the Service Provider’s forfeiture of any and all Proposal securities.
2. PRE-PROPOSAL CONFERENCE

2.1. A mandatory pre-proposal conference will take place on Wednesday, August 27, 2014, starting at 2:00 PM. Location is Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330.

2.2. Attendees of the mandatory pre-proposal conference will be required to verify their attendance by signature. Proposals will not be accepted from Proposers not present at the pre-proposal conference.

2.3. No pleas of ignorance by the Proposer, of conditions that exist or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the Town or the compensation of the Proposer.

3. PURPOSE OF PROPOSAL: The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in this RFP and the Town's Procurement Code.

4. PROPOSER WARRANTY: Proposer warrants that the prices, terms and conditions quoted in the Proposal will be firm for a period of 365 days from the date of the Proposal opening.

5. CONVICTED VENDOR: Pursuant to the provisions of paragraph (2) (a) of section 287.133, 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 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 a public entity, may not be awarded to 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 287.107, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

6. QUESTIONS PERTAINING TO PROPOSAL: All questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or E-mail and directed to Juanita Romance, Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330. Fax number is (954) 434-1490. E-mail address is jromance@southwestranches.org. No later than Monday, September 8, 2014 at 5:00 PM. The Proposal Title/number shall be referenced on all correspondence and in the subject section of the email. NO QUESTIONS WILL BE RECEIVED AFTER THE DEADLINE.

6.1. Responses to questions, if deemed necessary by the Town, will be sent to all prospective Proposers in writing, via Onvia/DemandStar and the Town website in the form of an addendum, if applicable. Proposers shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town in writing may be considered its duly authorized expression. Only Proposer’s communications in writing, signed and timely-submitted, shall be recognized by the Town as duly authorized expressions.

6.2. CONE OF SILENCE: A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers that violate the cone of silence shall be subject to automatic disqualification from further consideration.

7. TAXES: Proposer should not include taxes in the prices of the Proposal. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.
8. SUBMISSION OF PROPOSALS: A total of ten (10) paper copies (1 unbound original and 9 bound copies) and 1 CD electronic copy (.pdf) of the Proposal, in its entirety including all Required Signatures and Submittals, must be received sealed and clearly marked with the RFP “Name and No. 14-011” at the location shown on the Public Notice of Request for Proposals on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals submitted by facsimile or electronic mail will not be accepted.

8.1. It is the responsibility of the Proposer to ensure that the Proposal reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals received after the closing hour and date shown on the Public Notice of Request for Proposals will not be considered and will be returned unopened.

8.2. PROPOSAL FORMS: Proposers must use the Proposal form(s) furnished by the Town. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the proposal forms may invalidate the Proposal.

8.3. Proposals having erasures or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; all quotations shall be typewritten or filled in with ink. No submissions in pencil will be accepted.

8.4. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the RFP will be cause for rejection, as determined by the Town.

8.5. MISTAKE: If there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the price extensions will be adjusted to coincide. 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 his responsibility as noted herein.

8.6. GUARANTIES: No guarantee or warranty is given or implied by the Town as to the total amount of services that may or may not be purchased from any resulting 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.

8.7 WITHDRAWAL: After Proposals are opened, they shall be irrevocable for a period of ninety (90) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening may be debarred and are subject to forfeiture of the Proposal Security.

9. LIABILITY, INSURANCE, LICENSING & PERMITS: Where Proposers are required to enter onto 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 insurances required. The Proposer shall be liable for any damages or loss to persons and property within the Town occasioned by the negligent or intentional actions of the Proposer (including his agent, any person or subcontractor the Proposer has hired in the completion of his contract as a result of the Proposal, and anyone else for whose actions Proposer is responsible).

9.1. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other documents evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for being deemed non-responsive and rejecting the Proposal.

9.2. At Contractor’s sole cost and expense, Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, on behalf of itself and any sub-contractors it may employ, insurance coverages of the types and amounts equal to 100% of the requirements set forth below.
9.3. Prior to issuance of any contract(s) or proposal award document(s), and/or beginning the performance of work pursuant hereto, and at any time upon request, Contractor shall furnish to the Town, on behalf of itself and any subcontractors it may employ, Certificates of Insurance or Endorsements evidencing the minimum required coverages and conditions specified below.

9.4. All insurance shall be issued by companies having rating of “A” or higher, with a financial size category of at least Class VII or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9.5. Such insurance shall not diminish Contractor’s indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance the Town may maintain.

9.6. Evidence of coverage shall meet the following requirements at a minimum:

9.6.1. Comprehensive form, Commercial General Liability (“CGL”) insurance including: Premises-Operations, Underground Hazard, Products-Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, and Independent Contractors’ liability coverages for bodily injury and property damage with minimum limit of liability in an amount not less than One Million Dollars ($1,000,000) Combined Single Limit Per Occurrence and in the Aggregate of Two Million Dollars ($2,000,000) for bodily injury and property damage.

9.6.2. Comprehensive form, Automobile Liability insurance including Owned, Hired, Non-Owned, Borrowed and Any Auto liability coverages for Bodily Injury, Property Damage and Death with minimum limit of liability in an amount not less than One Million Dollars ($1,000,000) Combined Single Limit per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.3. Workers compensation insurance for all employees of the Contractor as required the laws of the State of Florida including section 440, Florida Statutes, as may be amended from time to time.

9.6.4. All policies shall be appropriately endorsed for contractual liability and also contain a waiver of subrogation endorsement.

9.6.5. All insurance policies referred to herein shall be without any deductible amount.

9.6.6. The following shall be named as “additional insured” and listed as Certificate Holder(s) with respect to this coverage:

**ADDITIONAL INSURED / CERTIFICATE HOLDER(S):**
TOWN OF SOUTHWEST RANCHES  
Attention: Andrew D. Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, FL 33330

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
115 S Andrews Avenue  
Fort Lauderdale, FL

9.7. Coverage specified is not to cease and is to remain in full force and effect (subject to cancellation notice) for the entire duration of any contract award.

9.8. It shall be the responsibility of the Contractor and insurer to furnish to the Town and Broward County copies of renewal policies at least thirty (30) days prior to the expiration date of any insurance coverages due to expire during the term of such contract.
9.9. All policies insuring the Contractor which relate to the activities of such Contractor and the Town must be endorsed to provide the Town and Broward County with not less than thirty (30) days’ written notice of cancellation, lapse, restriction, material modification or alteration. It shall be the responsibility of the Contractor and insurer to provide such notification to the Town and Broward County in writing, submitted to the Town Administrator. This requirement shall be reflected on the Certificate of Insurance.

9.10. Failure to fully and satisfactorily comply with the insurance requirements set forth herein will authorize the Town Administrator to implement a rescission 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 sue the Town by virtue of such rescission.

9.11. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

10. AWARD OF PROPOSALS: The Town reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to award multiple or partial contracts, to waive any informality, irregularities or technicalities, to re-advertise for Proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the contract on a split order basis, in such combination(s) as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to or irregularities in the specifications. Final determination and award of a contract shall be made by the Town Council. Additionally, the Town reserves the right to modify the scope of the services and the Contract to add zones identified in this RFP, and which the Town, in its sole discretion, may not initially require the selected Contractor to perform.

10.1. PROPOSAL CONSIDERATIONS: The Town, at its sole discretion, reserves the right to inspect any/all Proposer’s facilities to determine their capability of meeting the requirements set forth herein. Price, Proposer’s responsibility and responsiveness, experience, staffing, equipment, materials, references, and past history of service to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, including litigation history, may be taken into consideration.

10.2. SELECTION PROCESS
At the opening date and time set forth herein, the Procurement and Special Projects Coordinator will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. The opening of proposals is open to the public.

10.2.1. The Town will evaluate all Proposals utilizing a Selection Committee (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 for those items the Town will utilize the most. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

10.2.2. The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth at section 10.3 and the Town’s Procurement Code.
10.3. EVALUATION OF PROPOSALS: Proposals shall be weighted using the following point system basis of evaluation:

<table>
<thead>
<tr>
<th>Points</th>
<th>(1) Price (Proposal Forms);</th>
<th>50 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points</td>
<td>(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;</td>
<td>20 points</td>
</tr>
<tr>
<td>Points</td>
<td>(3) Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided, including table of organization and auxiliary services offered;</td>
<td>10 points</td>
</tr>
<tr>
<td>Points</td>
<td>(4) Past and present performance, including as disclosed by references provided;</td>
<td>10 points</td>
</tr>
<tr>
<td>Points</td>
<td>(5) Price of auxiliary services from Maintenance Proposal: Price List By Service.</td>
<td>10 points</td>
</tr>
</tbody>
</table>

**TOTAL POINTS 100**

11. DISPUTES/CONTINUING PERFORMANCE: If any dispute concerning a question of fact arises under any contract award, other than termination for default or convenience, the contractor and the Town Administrator shall make a good faith effort to resolve the dispute informally. If the dispute cannot be resolved by agreement, then the Town Administrator with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties for the duration of the project, subject to judicial review following completion of the project. During the period of any dispute, the Contractor shall continue performance of the work without delay or interruption, and the Town shall continue to make payments to the Contractor pursuant to the terms hereof and any contract award.

12. CANCELLATION: Failure on the part of the Contractor to comply with the conditions, specifications, requirements, and terms hereof as determined by the Town, shall be just cause for cancellation of the award.

13. RELATION TO PARTIES: It is understood and agreed that nothing contained herein shall be deemed to create a partnership, or joint venture. Contractor 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.

14. COMPLIANCE WITH LAW: Contractor shall comply with all laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to work hereunder (Applicable Laws) and shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

15. WAIVER OF LIABILITY/INDEMNITY: 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 negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

16. INDEMNIFICATION: The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town, its Council Members, officers, employees, and agents from any and all claims, liabilities, demands, 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 intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible.

16.1. In addition to the provisions set forth in Article 16, above, Contractor shall indemnify and hold harmless Broward County, its Commissioners, officers, employees, and agents from any and all claims, liabilities, demands, damages, losses, and costs, including but not limited to, reasonable attorney’s fees at both trial and appellate levels, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible. These indemnification obligations shall survive the term of any contract award or the earlier termination
thereof. In the event that any action or proceeding is brought against Broward County by reason of any such claim or demand, Contractor shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.

16.2. The indemnification provided in section 16.1 above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Town's or Broward County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 16.1 above which may be brought against Town and/or Broward County.

17. SECONDARY/OTHER VENDORS: The Town reserves the right in the event the primary Contractor/vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract award.

18. DEFAULT PROVISION: In case of a default by the Proposer, the Town may, with or without terminating any contract award, procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

19. ASSIGNMENT: This RFP and any contract award 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, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this RFP and any contract award is personal to the Contractor and it 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.

20. NOTICES: All notices and other communications required or permitted to be given hereunder by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (I) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: Town Administrator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330. The address of the Contractor for notices is: _______________________________.

21. GOVERNING LAW: The validity of this RFP and any contract award, and the interpretation and performance of all of its 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 venue of any action or proceeding commenced under or pursuant hereto or any contract award shall be solely in the State courts in and for Broward County, Florida.

22. REMEDIES FOR BREACH / TERMINATION: The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be corrected by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall Contractor be entitled to any time extension in connection therewith. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within 24 hours. 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.

22.1. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have thirty (30) 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.
22.2. Additionally, 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, and Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to 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.

23. WRITTEN CONTRACT: The successful Proposer shall be required to enter into a written contract with the Town, (referred to throughout this RFP as a contract award), the form of which shall be prepared by the Town, and shall incorporate the terms of this advertisement along with the accepted Proposal, and other terms which may be required by the Town.

24. CONTRACT TERM / EXTENSIONS: The Town of Southwest Ranches hereby requests Proposals for a three (3) year Contract for supplies and services. In addition, the Town, in its sole discretion, reserves the right to extend the contract for one additional two (2) year term with all terms, conditions and specifications remaining the same if the extension is approved by the Town.

25. SEVERABILITY: If any provision of this RFP, including any contract award, is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable from the remaining portions thereof which shall be fully enforceable as if the invalid or unenforceable provision had not been included.

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The Town of Southwest Ranches (Town) located in Southwest Broward County, is approximately 13 square miles and is home to over 8,570 residents.

The Town is a rural environment, filled with grazing animals, nurseries, farms, and exquisite and unique scenery and an abundance of wildlife.

The Town is a unique and environmentally sensitive area inasmuch as individual property owners provide their own potable water via underground wells.

The Town’s roads consist of rural section two-lane local roads and rural section collector roads with Right-of-Way widths.

The Town is currently responsible for the maintenance of 82 miles of these types of roads. There are curbs and gutters and segments of sidewalk. Pedestrian and equestrian trails are abundant throughout the Town and in many cases are incorporated along road Rights-of-Way.

The Town owns approximately 152 acres of property dedicated to recreational usage. The property is incorporated into 7 park properties in various stages of development or non-development.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways and adjacent roadways by cooperative agreement with landowners or by direct ownership through public Rights-of-Way. The trail system is in various stages of development or non-development.

A. SUMMARY OF SERVICES
This Request for Proposals (RFP) for Town Wide Right-of-Way Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, and other landscape maintenance services; and other miscellaneous work as described herein.

B. EQUIPMENT
Contractor shall maintain the contractually-covered maintenance areas at the frequency rates prescribed within with conventional style mowing and lawn maintenance equipment and other maintenance 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 contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors’ equipment prior to award of Proposal, but is not required to do so.
C. EQUIPMENT STORAGE AND MOBILIZATION
The contractor must be fully capable of servicing the town’s needs, providing all of the materials and equipment to fulfill the requirements of this Contract and shall be responsible for the storage of all materials and equipment at Contractor’s sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties without written permission of the Town’s designee.

D. GENERAL REQUIREMENTS
1. The contractor shall comply with all OSHA safety requirements while performing the work subject to this Contract. All personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the contractor improperly prepared with this requirement shall be dismissed until proper equipment is secured.

2. 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 local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.

3. 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 and site.

4. 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 Indices (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

5. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.

6. 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.

7. The Project Manager or Work Crew Supervisor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in a most efficient manner Monday through Friday, 7:00AM to 4:00PM. The Contractor shall confer with the Town’s Designee on a daily basis. Work hours in the Town are between 7:00AM and 5:00PM. Upon execution of the Contract, the Town will provide the Contractor with afterhours/emergency contact information for the Town’s Designee(s).

8. 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.

9. 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.

10. For items in need of repair, restoration and/or replacement, to include and not be limited to turf and plant material, the contractor shall notify the Town the same work day upon knowledge of such need. 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 same.

11. The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town’s Designee. The Contractor shall provide a written staging location plan for the Town’s approval upon commencement of the Contract.
12. 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.

13. 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 or awareness.

14. At all times while performing the work subject to this Contract, all of the contractor's personnel shall be required to wear uniforms (e.g.: shirts, etc.) clearly identifying the Contractor’s company name, and a Contractor-supplied name and photo identification badge. Working without shirts is not permitted.

E. SPECIAL REQUIREMENTS
1. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

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

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

4. The contractor, on a first priority basis (within 24 hours), shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, tornado, or hurricane) or an auto accident that causes a tree to fall and block a roadway or pedestrian area, or any other emergency deemed by the Town Administrator. All debris removed from Town will be legally disposed of at an EPA and/or Town approved dump site.

F. PROJECT LIMITS
This Contract incorporates maintenance areas including Roads, Rights-of-Way, and Recreational Trail properties throughout the Town. Boundaries are Flamingo Road to the East, Sheridan Street to the South, Griffin Road to the north and slightly beyond US 27 to the west. See Maintenance Locations / Zones list for all maintenance areas.

G. DEFINITIONS
Board and Batten: a method of plant material support staking using 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Board stakes are also made from 2 X 4 lumber. Specified for trees of greater than 3 inches in caliper.

Insecticide/Fungicide Application: Identifying and treating areas affected by insects and/or disease.

Joint/Crack Cleaning: Joints and cracks in concrete, asphalt, bricked or other hard surface 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 or other hard surface paved area shall be repaired and restored to its original condition within 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.

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 ROW.

Lodge Pole and Sisal: a method of plant material support staking using 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 shall include but not be limited to litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

Reset Downed / Wind-Thrown Tree / Tree Straightening / Staking: service to stand fallen or downed trees upright and support with specified staking method.

Right-of-Way Brush-back: regularly-scheduled cutting back of overgrowth of shrubs and trees within Town’s right-of-way each maintenance visit on roadways specified within this document.

Root Ball Staking: a method of plant material ground support staking using 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.

Line of Sight Brush-back: occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of-way preventing 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.

Selective Trimming/Selective Tree Trimming: shall include trimming foliage growth or growth of plant parts specified for select plantings including one or more of the following: removal of low growth or growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods or 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.

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.

Service Category C: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 31, Right-of-Way Maintenance.

Site: Any individual grounds maintenance location or zone, whole or partial (e.g. “Griffin Road West”). Site Re-inspections: Inspections made by the Town of corrected work necessitated by deficient work.

String Trimming: any area that is not maintainable with a piece of mowing equipment. The girdling of trees is to be avoided at all times. In turf areas, string trimming shall be between 4.5 to 6 inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited.

Sweeping/Blowing: Disbursement or gathering of post-cut landscape or other debris from hardscape surfaces.

Trash receptacles: ROW fixtures placed for public use. To be maintained by daily or weekly removal of trash to a location specified by the Town.

Tree Bed: a circular space with a diameter equal to 3 feet plus the caliper of the tree around each tree; area surrounding any individual trees not planted in multiples in landscape beds.
Weeding: The control of wild, invasive, or unwanted vegetative growth not part of the original landscape design. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist, which shall be weed free at the completion of the work during each site visit. Contractor is responsible for maintaining tree beds.

H. INITIAL ESTABLISHMENT OF LANDSCAPE MAINTENANCE STANDARD

Upon initial review and coordination with Town’s designee, contractor shall shape and establish trees, shrubs, and other plantings per Town specifications as provided in Q.2.B. and in the table of Maintenance Frequencies for shrub / landscape material trimming.

I. QUANTITY & FREQUENCY OF MOWING AND MAINTENANCE

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 continued until completion of the cycle (cycle = 30 days.) Areas specified in this contract 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). Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.). 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.

J. METHODS OF OPERATION

Mowing cycles shall commence at the east boundary of the project area and proceed continuously toward the opposite end. 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 limits worked. 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 the process is being violated, the Contractor will be held responsible for the cost to appropriately clean drainage system as required.

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.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

K. LIMITATION OF OPERATION

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 roads. 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.
No equipment shall be parked overnight in the medians, Rights-of-Way or on Town Property without the Town’s prior written consent.

L. ADDITIONS OR DELETIONS OF MAINTENANCE AREA
At the Town’s discretion, it may add new maintenance areas, reduce the frequency of service, or discontinue service by Contractor or request the resumption of service to a previously terminated area at any given time during the life of any contract award. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. 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 outlined herein.

M. 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 expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from the 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. Said notification shall be by letter, fax or email.

N. 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 herein.

O. 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.

P. QUALITY
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 Article 22 above.

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

Q. MOWING / MAINTENANCE
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.

1. Maintenance as defined for Proposal purposes shall include but not be limited to the following and shall be performed during each maintenance visit:
A. 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.

B. 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.

C. Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) No string trimming tree wells. 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. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not be limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and 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. General herbicide shall be a minimum of thirty five percent (35%) Glyphosate and sedges or grass shall be treated with Manage and seventy eight (78%) Halosol-Furon-Methyl or other approved product. 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.

D. Mow all grass areas. Mowing shall be done at no lower than 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.

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

F. 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.

G. 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.

H. 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.

I. 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.
J. 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.

K. 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.

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

M. All structures, monuments signs, street lights and fencing located on medians or right-of-ways, shall be checked for graffiti and cob webs and cleaned each maintenance visit.

2. Maintenance on Schedule other than each maintenance visit
   A. Fertilizer will be applied to trees, shrubs, groundcovers and all irrigated and non-irrigated turf areas per specification in Section R. FERTILIZATION. This does NOT include the north side of Griffin Road.

   B. Selective trimming of shrub and ground cover material within Service Area A shall be limited to not exceeding 36 inches in height within sight distance triangles or as directed by the Town’s Designee. This service shall be done the first visit of each month. Trimmings should 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.

   C. Mulching. Contractor shall provide and install, or install only, mulch as per Section U. MULCH and as set forth in the Maintenance Frequencies herein.

   D. Line of Sight (LOS) Brushback as directed by Town’s designee. This work may occur up to or more than eight (8) times per year.

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

   F. 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.

   G. Incidence of damage/vandalism will be reported to the Town’s Designee within 2 hours. Repair for damage/vandalism is not included in this contract and will be bid separately.

R. FERTILIZATION
The chemical composition of fertilizer must be approved prior to application. 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 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. 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.

1. Trees
   A. Applications of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein. Contractor to submit to the Town’s Designee a fertilization schedule.
2. Shrubs and Groundcover
   A. All shrubs are to receive applications of granular 8-2-10 90% of sulpher-coated fertilizer, according to
      the manufacturer’s label. Follow Maintenance Frequency schedule for tree fertilization.

3. Palm Trees
   A. Applications of 8-2-10 90% sulpher-coated granular fertilizer at a rate of one pound per inch of trunk,
      measured 4.5’ above grade per Maintenance Frequencies herein.
   B. 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 @ 12” above grade.
      i. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater
         than 24 inches from the tree trunk.
      ii. Should the root area be on a sloped terrain, 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.

4. Turf – not applicable to north side of Griffin Road
   A. Applications of 15-0-15 50% sulpher-coated with Talstar granular fertilizer following the manufacturer’s
      highest recommended rate per Maintenance Frequencies herein.
   B. 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.

S. USE OF 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.

1. A written listing of proposed chemicals to 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
   beginning 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.

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

3. Chemicals shall be applied using methods preventing 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.

4. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites as determined by the
   Town’s Designee shall be removed and replaced, with such removal and replacement cost paid for by
   Contractor.

5. No chemical with a signal word higher than caution shall be used at any time.

6. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application
   warning flags shall be utilized to designate said areas in clear sight and removed within 24 hours once
   sufficient time period has elapsed.
7. The hold harmless and indemnification provisions of this contract shall be applicable to any damages to persons and/or property arising out of or in connection with contractor’s use of chemicals per this contract.

T. APPLICATION OF HERBICIDES
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 as 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 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.

U. MULCH
1. Clean, ecologically sustainable Melaleuca mulch (‘Florimulch’) or approved equal. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.

2. Location, frequency and amount of mulching as per Maintenance Frequencies or as directed by Town’s Designee.

3. 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 rates outlined in the Maintenance Proposal for Auxiliary Services.

4. Compacted mulch to be installed so as to not be within 3” of base of plant material.

V. CATCH BASINS
1. Remove surface debris and vegetation from top of grates each maintenance visit.

2. Contractor will report in writing to Town’s Designee any visible blockage inside catch basins, within 48 hours of finding.

W. BAHIA / ST. AUGUSTINE / 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 monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod.

1. The contractor shall string trim all dead and/or brown vegetation to the soil level. The contractor shall furnish and install Bahia, St. Augustine or other sod as specified. Sod bed shall be moist at time of installation.

2. 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” 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.

3. 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 monitor and adjust the irrigation system as required 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 greater than 4:1 ratio, sod shall be pinned in place as required to prevent dislocation.

4. 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. Said areas of sod replacement shall be as directed by the Town’s Designee.
X. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS
At the Request of Town’s Designee, Contractor shall provide mowing/lawn maintenance at designated properties under Enforcement Action. All Code Enforcement maintenance shall require 4" X 6" color before and after photos.

1. Mowing/Lawn Maintenance Service:
   When mowing/lawn maintenance is required as directed by Code or Town Designee, Contractor shall mow and string trim the property to achieve a neat and uniform cut appearance, documenting work with before and after photos. Lawn to be mowed may ordinarily be expected to have growth typically ranging from a height of 18" to 4’ prior to mowing.

[INTENTIONALLY LEFT BLANK]
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 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

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

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)

[INTENTIONALLY LEFT BLANK]
## SERVICE CATEGORIES / MAINTENANCE FREQUENCIES*

<table>
<thead>
<tr>
<th>Location / Zone</th>
<th>Frequency</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
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<td>Right-of-Way Mowing, Trimming and Maintenance</td>
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<td>2</td>
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<td>String Trimming Only Maintenance</td>
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<td>Griffin Road West Maintenance</td>
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<td>C-11 Trail String Trimming Maintenance</td>
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<tr>
<td>Shrub / Landscape Material Trimming</td>
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<td>Mulching</td>
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<td>Sucker/ water sprout trimming</td>
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<td>Fertilization</td>
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<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mulching</td>
<td>1 – 2</td>
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</tr>
</tbody>
</table>

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.
## MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):

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

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Location / Zone #</th>
<th>Location / Zone Name</th>
<th>Unit Price</th>
<th>Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>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</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A</td>
<td>2</td>
<td>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</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B</td>
<td>3</td>
<td>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</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>4</td>
<td>Griffin Road West US 27 to Holiday Park entrance</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>5</td>
<td>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</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>6</td>
<td>SW 166 Ave. from Griffin to SW 51 Manor West side</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>7</td>
<td>SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side</td>
<td>$</td>
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</tr>
<tr>
<td>C</td>
<td>8</td>
<td>SW 166 Ave. from SW 62 St. to SW 69 St. East side</td>
<td>$</td>
<td>$</td>
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<tr>
<td>C</td>
<td>9</td>
<td>Dykes Rd. from SW 66 St. to Segovia Circle N East and west sides</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>10</td>
<td>Stirling Rd. from Dykes Rd. to SW 166 Ave. Median only</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>11</td>
<td>SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave. North and south - Guardrail String trimming</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

---

**PROPOSER’S SIGNATURE**

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

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

<table>
<thead>
<tr>
<th>Service Category</th>
<th>Location / Zone #</th>
<th>Location / Zone Name</th>
<th>Unit Price</th>
<th>Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>C 12</td>
<td>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</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 13</td>
<td>SW 66 St. between SW 178 and SW 172 Aves North side</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 14</td>
<td>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</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 15</td>
<td>SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St. East side</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 16</td>
<td>SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St. East side</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 17</td>
<td>SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive East side</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 18</td>
<td>SW 50 St. (East Palomino Drive), east of 13601 address only North side</td>
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<td>$</td>
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<tr>
<td>C 19</td>
<td>SW 50 St. (West Palomino Drive), South side</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 20</td>
<td>SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave. North side</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C 21</td>
<td>SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd. West side</td>
<td></td>
<td>$</td>
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</tr>
<tr>
<td>C 22</td>
<td>SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway East side</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

PROPOSER’S SIGNATURE: ________________________________________ COMPANY NAME: ____________________________
<table>
<thead>
<tr>
<th>Service Category</th>
<th>Location / Zone #</th>
<th>Location / Zone Name</th>
<th>Unit Price</th>
<th>Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C 23</td>
<td>SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>C 24</td>
<td>SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side</td>
<td>$</td>
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<td></td>
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<tr>
<td>C 25</td>
<td>SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail) South side</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>C 26</td>
<td>SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.) South side</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>C 27</td>
<td>SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail) South side, portion of north side, median</td>
<td>$</td>
<td>$</td>
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<td>C 28</td>
<td>SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.) North side</td>
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<tr>
<td>C 29</td>
<td>SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail) North and south sides, intersection, various</td>
<td>$</td>
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<td>C 30</td>
<td>SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd. East side</td>
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<tr>
<td>C 31</td>
<td>SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)</td>
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SUBTOTAL RIGHT-OF-WAY MAINTENANCE – ROADS / MEDIANS/ SWALES

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL): $  

PROPOSER’S SIGNATURE: ______________________ COMPANY NAME: ______________________
## MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Services</th>
<th>Unit</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>1.</td>
<td>ROW Maintenance / Mowing</td>
<td>Per Square Foot</td>
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</tr>
<tr>
<td>2.</td>
<td>String Trimming Only Maintenance</td>
<td>Per Linear Foot (20’ +/- width)</td>
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</tr>
<tr>
<td>3.</td>
<td>String Trimming Only Maintenance</td>
<td>Per Square Foot</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Shrub Trimming Only Maintenance</td>
<td>Per Square Foot</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Weeding Only Maintenance</td>
<td>Per Square Foot</td>
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<tr>
<td>6.</td>
<td>Edging Only Maintenance</td>
<td>Per Linear Foot</td>
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<tr>
<td>7.</td>
<td>Line of Sight / Brushback</td>
<td>Per Linear Foot (20’ +/- width)</td>
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<td>8.</td>
<td>Herbicide spraying</td>
<td>Per Square Foot</td>
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<td>9.</td>
<td>Laborer/Groundskeeper</td>
<td>Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =</td>
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<td>Per hour for all other times =</td>
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<td>11.</td>
<td>Supervisor/Foreman</td>
<td>Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =</td>
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<td>Per hour for all other times =</td>
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<td>13.</td>
<td>Certified Arborist</td>
<td>Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri =</td>
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<td>14.</td>
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<td>Per hour for all other times =</td>
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<tr>
<td>15.</td>
<td>Skidsteer Loader with bucket, forks and tree boom attachment with</td>
<td>Per hour =</td>
<td>$</td>
</tr>
<tr>
<td>16.</td>
<td>a minimum operating</td>
<td>Per day =</td>
<td>$</td>
</tr>
<tr>
<td>17.</td>
<td>combination Front End</td>
<td>Per week =</td>
<td>$</td>
</tr>
<tr>
<td>18.</td>
<td>weight of 13,000 lbs, with operator</td>
<td>Per month =</td>
<td>$</td>
</tr>
<tr>
<td>19.</td>
<td>Combination Front End</td>
<td>Per hour =</td>
<td>$</td>
</tr>
<tr>
<td>20.</td>
<td>Loader and Backhoe with</td>
<td>Per day =</td>
<td>$</td>
</tr>
<tr>
<td>21.</td>
<td>a minimum operating</td>
<td>Per week =</td>
<td>$</td>
</tr>
<tr>
<td>22.</td>
<td>weight of 13,000 lbs, with operator</td>
<td>Per month =</td>
<td>$</td>
</tr>
<tr>
<td>23.</td>
<td>Min. 15,000 GVM Dump</td>
<td>Per hour =</td>
<td>$</td>
</tr>
<tr>
<td>24.</td>
<td>Truck with Operator</td>
<td>Per day =</td>
<td>$</td>
</tr>
<tr>
<td>25.</td>
<td></td>
<td>Per week =</td>
<td>$</td>
</tr>
<tr>
<td>26.</td>
<td></td>
<td>Per month =</td>
<td>$</td>
</tr>
<tr>
<td>27.</td>
<td>Watering Truck with Operator</td>
<td>Per hour =</td>
<td>$</td>
</tr>
<tr>
<td>28.</td>
<td></td>
<td>Per day =</td>
<td>$</td>
</tr>
<tr>
<td>29.</td>
<td></td>
<td>Per week =</td>
<td>$</td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td>Per month =</td>
<td>$</td>
</tr>
</tbody>
</table>

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

PROPOSER'S SIGNATURE ___________________________ COMPANY NAME: ___________________________
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Service</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.</td>
<td>Hydraulic Bucket Truck with a reach of 55', with operator</td>
<td>Per hour =</td>
<td>$</td>
</tr>
<tr>
<td>32.</td>
<td></td>
<td>Per day =</td>
<td>$</td>
</tr>
<tr>
<td>33.</td>
<td></td>
<td>Per week =</td>
<td>$</td>
</tr>
<tr>
<td>34.</td>
<td></td>
<td>Per month =</td>
<td>$</td>
</tr>
<tr>
<td>35.</td>
<td>Mowing of turf area – Acreage</td>
<td>Per acre=</td>
<td>$</td>
</tr>
<tr>
<td>36.</td>
<td>Mowing of turf area – ROW (20' +/- width)</td>
<td>Per Linear Foot=</td>
<td>$</td>
</tr>
<tr>
<td>37.</td>
<td>Melaleuca Mulch</td>
<td>Per Cubic Yard installed</td>
<td>$</td>
</tr>
<tr>
<td>38.</td>
<td>Bahia Sod per pallet furnished &amp; installed</td>
<td>Per pallet furnished &amp; installed</td>
<td>$</td>
</tr>
<tr>
<td>39.</td>
<td>St. Augustine Sod per pallet furnished &amp; installed</td>
<td>Per pallet furnished &amp; installed</td>
<td>$</td>
</tr>
<tr>
<td>40.</td>
<td>8-2-10 – 90% sulphur coated</td>
<td>Per 50 lb. in place</td>
<td>$</td>
</tr>
<tr>
<td>41.</td>
<td>15-0-15 – 50% sulphur coated, with Talstar</td>
<td>Per 50 lb. in place</td>
<td>$</td>
</tr>
<tr>
<td>42.</td>
<td>Micronutrients: Manganese, in granular form</td>
<td>Per lb. in place</td>
<td>$</td>
</tr>
<tr>
<td>43.</td>
<td>Micronutrients: Magnesium, in granular form</td>
<td>Per lb. in place</td>
<td>$</td>
</tr>
<tr>
<td>44.</td>
<td>Removal &amp; Proper disposal of debris</td>
<td>Per Cubic Yard</td>
<td>$</td>
</tr>
<tr>
<td>45.</td>
<td>Fill Material, per cubic yard furnished and installed – Top soil</td>
<td>Per Cubic Yard</td>
<td>$</td>
</tr>
<tr>
<td>46.</td>
<td>Fill Material, per cubic yard furnished and installed – Lake sand or sand fill</td>
<td>Per Cubic Yard</td>
<td>$</td>
</tr>
<tr>
<td>47.</td>
<td>Fill Material, per cubic yard furnished and installed – Concrete screening</td>
<td>Per Cubic Yard</td>
<td>$</td>
</tr>
<tr>
<td>48.</td>
<td>Re-set downed / wind thrown tree</td>
<td>Per Tree</td>
<td>$</td>
</tr>
<tr>
<td>49.</td>
<td>Staking – root ball staking – (preferred method)</td>
<td>Per Tree</td>
<td>$</td>
</tr>
<tr>
<td>50.</td>
<td>Staking and guying - board and batten materials (max size 2.5” caliper tree)</td>
<td>Per Tree</td>
<td>$</td>
</tr>
<tr>
<td>51.</td>
<td>Staking and guying - lodge poles and sisal materials (max size 2.5” caliper tree)</td>
<td>Per Tree</td>
<td>$</td>
</tr>
<tr>
<td>52.</td>
<td>Removal of exotic / hazard tree</td>
<td>Per Caliper inch of trunk</td>
<td>$</td>
</tr>
<tr>
<td>53.</td>
<td>% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

Miscellaneous Code Enforcement services

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Service</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>54.</td>
<td>Mowing/lawn maintenance</td>
<td>Per Proposal</td>
<td>$</td>
</tr>
</tbody>
</table>

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

PROPOSER’S SIGNATURE: ____________________________ COMPANY NAME: ____________________________
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 to the Town, Proposer shall furnish to the Town a 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 subject of 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.

PROFESSIONAL ORGANIZATIONS
1. The contractor, as a minimum, must be a member in good standing or must join within 3 months from contract commencement, the following organizations:
   A. Florida Nursery Growers & Landscape Association (FNGLA)
   B. Tree Care Industry Association (TCIA)
   C. Florida Turfgrass Association (FTGA)

2. The Contractor shall provide proof of membership with the Proposal submittal, and/or submit concurrent proof of membership annually throughout the duration of the contract.

3. In addition, the Contractor must possess the following licenses and keep them current throughout the term of this contract:
   A. Pest Control Applicator License issued by the State of Florida.
   B. Tree Trimming License from Broward County
   C. Best Management Practices-Florida Green Industries Certificate of Training issued by the State of Florida Department of Environmental Regulation

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.
DRUG FREE WORKPLACE
Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town’s Procurement Code. 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.

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, by any employee who is so convicted.

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’S NAME: ________________________________

COMPANY NAME: ________________________________

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State 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 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 a public entity, may not be awarded to 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 Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted vendor list".
TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT-OF-WAY MAINTENANCE SERVICES

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
   (IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and 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). Any 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 prime 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 thirty six (36) months shall be considered an affiliate.

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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

PROPOSER’S NAME:__________________ COMPANY NAME:__________________
Based on information and belief, 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.

_______ 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.

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 __________________________

My Commission Expires __________________________

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

PROPOSER’S NAME: __________________________ COMPANY NAME: __________________________
NON-COLLUSIVE 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 respecting 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 Proposing 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 Proposal 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.

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 ______________ My Commission Expires ____________

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

PROPOSER’S NAME: ______________ COMPANY NAME: ______________
CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____________________) ) ss.
County of _____________________)

I HEREBY CERTIFY that ________________________________ , as Principal or Owner of _____________________________, is hereby authorized to execute the Proposal dated, ____________, 20___
(Company name)
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’S NAME: ____________ COMPANY NAME: __________________________

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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’S NAME: ____________ COMPANY NAME: ________________
CERTIFICATE OF AUTHORITY (If Partnership)

State of ________________________
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’S NAME: ____________ COMPANY NAME: __________________________
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____________________)
County of _____________________}

I HEREBY CERTIFY that a meeting of the Principals 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 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’S NAME: ____________ COMPANY NAME: ________________
PROPOSER QUALIFICATION
List Number of Landscape Maintenance Contracts in excess of Three Hundred Fifty Thousand Dollars ($350,000) per year in the past five (5) years.

Project Name: ____________________________________________
Client Name: ____________________________________________
Address: ________________________________________________
Contact Person: __________________________________________
Contact Person Tel. No.: __________________________________

Project Name: ____________________________________________
Client Name: ____________________________________________
Address: ________________________________________________
Contact Person: __________________________________________
Contact Person Tel. No.: __________________________________

Project Name: ____________________________________________
Client Name: ____________________________________________
Address: ________________________________________________
Contact Person: __________________________________________
Contact Person Tel. No.: __________________________________

Project Name: ____________________________________________
Client Name: ____________________________________________
Address: ________________________________________________
Contact Person: __________________________________________
Contact Person Tel. No.: __________________________________

Project Name: ____________________________________________
Client Name: ____________________________________________
Address: ________________________________________________
Contact Person: __________________________________________
Contact Person Tel. No.: __________________________________

PROPOSER’S NAME: _____________ COMPANY NAME: _____________
GOVERNMENTAL CONTACT INFORMATION
List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

Name of agency:__________________________________________________________
Address:____________________________________________________________________
Phone No.:___________________ Contact Person: ________________________________

PROPOSER’S NAME:______________ COMPANY NAME:_______________________
**SUBCONTRACTORS**

List all Subcontractors to be used on this project if the Proposer is awarded a contract.

<table>
<thead>
<tr>
<th>CLASSIFICATION OF WORK</th>
<th>NAME, ADDRESS, PHONE OF SUBCONTRACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

PROPOSER’S NAME: ___________  COMPANY NAME: ________________


PROPOSED MANAGEMENT PLAN
Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded the Contract. (Use additional sheets if necessary.)

PROPOSER’S NAME:_____________  COMPANY NAME:______________
PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer’s response to this questionnaire will be utilized as part of the Town’s overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation, whether plaintiff or defendant, within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

<table>
<thead>
<tr>
<th>Case Name:</th>
<th>Case Number:</th>
<th>Jurisdiction:</th>
<th>Plaintiff:</th>
<th>Defendant:</th>
<th>Case Status:</th>
<th>Brief description of nature of case:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Resolved</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pending</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Case Name:</th>
<th>Case Number:</th>
<th>Jurisdiction:</th>
<th>Plaintiff:</th>
<th>Defendant:</th>
<th>Case Status:</th>
<th>Brief description of nature of case:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Resolved</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<th>Jurisdiction:</th>
<th>Plaintiff:</th>
<th>Defendant:</th>
<th>Case Status:</th>
<th>Brief description of nature of case:</th>
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PROPOSER’S NAME: ___________  COMPANY NAME: ________________
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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: jromance@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

COMPANY: ____________________________________

NAME: _________________________________________ TITLE: __________________________

ADDRESS: ______________________________________

TELEPHONE: (_____)_______________ DATE: __________________________

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