



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of July 11, 2024

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Steve Breitkreuz	Jim Allbritton	Russell C. Muniz, MBA, MPA	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Town Clerk</u>
David S. Kuczenski, Esq.	Gary Jablonski	<u>Administrator</u>	Debra M. Ruesga
		Emil C. Lopez, CPM	

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

**1. Call to Order/Roll Call**

**2. Pledge of Allegiance**

**3. Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

**4. Board Reports**

**5. Council Member Comments**

**6. Legal Comments**

**7. Administration Comments**

**Resolutions**

**8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC. BASED ON THE TOWN OF DAVIE AGREEMENT TO PROVIDE EMERGENCY DEBRIS SITES TO ACCEPT STORM RELATED VEGETATIVE DEBRIS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**9. Approval of Minutes**

**a. May 23, 2024 Regular Meeting Minutes**

**b. June 13, 2024 Regular Meeting Minutes**

**10. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL**  
**33330-2628**  
**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Steve Breitkreuz, Mayor**  
**David S. Kuczenski, Esq., Vice Mayor**  
**Jim Allbritton, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Russell C. Muniz, MBA, MPA, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Debra M. Ruesga, Town Clerk**  
**Emil C. Lopez, CPM, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Russell Muñiz, Town Administrator  
**FROM:** Emil C. Lopez, Town Financial Administrator  
**DATE:** 7/11/2024  
**SUBJECT:** Emergency Debris Sites - TDMS

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### **Recommendation**

It is recommended that the Town Council approve the attached resolution approving the cooperative purchasing agreement with Bergeron Emergency Services, Inc. to provide emergency debris sites to accept storm related vegetative debris.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- C. Reliable Public Safety

### **Background**

On September 13, 2021, The Town of Southwest Ranches adopted Resolution No. 2021-084 to enter into a cooperative purchasing agreement with Bergeron Emergency Services, Inc. based on the Town of Davie agreement to provide disaster debris management & removal services.

Bergeron Emergency Services, Inc. informed the Town of Southwest Ranches their intent of not to renew/continue the contract rates for emergency debris sites to accept storm related vegetative debris due to Broward County no longer allowing incineration of vegetative debris.

The Town of Southwest Ranches identified that the Town of Davie competitively solicited proposals pursuant to ITB #CS-19-86 for emergency debris TDMS sites and awarded on August 29, 2019, via Resolution No. R2019-241 a contract to Bergeron Emergency Services, Inc. to accept storm related vegetative debris.

The Town of Southwest Ranches needs a place to temporarily dispose of its storm related vegetative debris after a declared emergency and desires to comply with updated federal and state procurement requirements to ensure reimbursement in the event of a disaster. For this reason, the Town of Southwest Ranches request to enter into a cooperative purchasing agreement with Bergeron Emergency Services, Inc. based on the Town of Davie agreement awarded via Resolution No. R2019-241 as per ITB No. CS-19-86 for emergency debris sites.

### **Fiscal Impact/Analysis**

Bergeron Emergency Services, Inc. shall assist the Town in completing all forms and follow all protocol necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), Federal Highway administration (FHA) or designated local agencies, relating to costs arising out of debris removal and disaster response/recovery services.

Bergeron Emergency Services, Inc. and the Town acknowledge that current FEMA guidelines require that all payments be based on time and material costs for work performed following a disaster event. Additionally, the Town shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

No anticipated additional cost to the Town assuming full (100%) Federal and/or State reimbursement. It's important to note that there has been circumstances in which the rate of reimbursement has been 75% (Fed/State) and 25% (Town). Additionally, the Town is responsible to fund the cost until reimbursement process is completed. As this process may take years, the Town currently has an emergency line of credit with TD Bank for up-to \$20 million.

### **Staff Contact:**

Emil Lopez, Town Financial Administrator

Rod Ley, Public Works Director

Emily Aceti, Community Services Coordinator

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	7/5/2024	Resolution
Exhibit A - Agreement	7/5/2024	Exhibit
Exhibit B	7/5/2024	Exhibit



## **RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ENTERING INTO A COOPERATIVE PURCHASING AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC. BASED ON THE TOWN OF DAVIE'S AGREEMENT TO PROVIDE EMERGENCY DEBRIS SITES TO ACCEPT STORM RELATED VEGETATIVE DEBRIS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2021-084, the Town entered into cooperative agreement for Disaster Debris Management and Removal Services with Bergeron Emergency Services, Inc. based on a competitively awarded contract with the Town of Davie; and

**WHEREAS**, Bergeron Emergency Services, Inc. is not desirous to renew the contract rates for emergency debris sites to accept storm related vegetative debris under the same terms and conditions since Broward County is no longer allowing incineration of vegetative debris; and

**WHEREAS**, the Town needs a place to temporarily dispose of its storm related vegetative debris after a declared emergency; and

**WHEREAS**, the Town desires to comply with updated federal and state procurement requirements to ensure reimbursement in the event of a disaster; and

**WHEREAS**, the Town of Davie, Florida competitively solicited bids pursuant to ITB# CS-19-86 for temporary disposal of its storm related vegetative debris after a declared emergency, as needed; and

**WHEREAS**, the Town of Davie thereafter selected Bergeron Emergency Services, Inc. in accordance with the requirements of the bid and Florida law; and

**WHEREAS**, the Town of Davie Council, pursuant to Resolution R2019-241, the Town of Davie Council accepted the negotiated agreement with Bergeron Emergency Services, Inc. ("Bergeron Agreement" attached EXHIBIT "A"); and

**WHEREAS**, the Town of Southwest Ranches wishes to utilize this competitive procurement and the resulting Town of Davie Agreement for temporary disposal of storm related vegetative debris after a declared emergency, as needed; and

**WHEREAS,** a copy of the Agreement between the Town and Bergeron Emergency Services, Inc., which adopts the Town of Davie Agreement, is attached hereto as Exhibit "B" (hereinafter "Town Agreement"); and

**WHEREAS,** Bergeron Emergency Services, Inc. will not perform any work under the Town Agreement without a prior written notice to proceed issued by the Town; and

**WHEREAS,** all other rates listed in the cooperative agreement for Disaster Debris Management and Removal Services with Bergeron Emergency Services, Inc. pursuant to Resolution 2021-084 remain the same; and

**WHEREAS,** the Town of Southwest Ranches desires to enter into the Town Agreement under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves entering into a cooperative purchasing agreement with Bergeron Emergency Services, Inc. based on the Town of Davie agreement to provide Disaster Debris Management and Removal Services to the Town, in accordance with the contract attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Town contract in substantially the same form as that attached hereto as Exhibit "B", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Kuczenski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

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Steve Breitkreuz, Mayor

Attest:

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Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

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Keith Poliakoff, Town Attorney  
1001.036.2024

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RESOLUTION NO. R 2019-241

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED ITB# CS-19-86 FOR EMERGENCY DEBRIS TDMS SITE TO BERGERON EMERGENCY SERVICES, INC. TO ACCEPT STORM RELATED VEGETATIVE DEBRIS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of a place to temporarily dispose of its storm related vegetative debris after a declared emergency;

WHEREAS, Bid ITB# CS-19-86 was advertised for such services on May 14, 2019;

WHEREAS, the Town received bids from one (1) vendor; and

WHEREAS, after review, the Town Council wishes to accept the bid from Bergeron Emergency Services, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The Town Council hereby awards ITB# CS-19-86 to Bergeron Emergency Services, Inc. for temporary disposal of its storm related vegetative debris after a declared emergency, as needed.

Section 3. The contract term is for five (5) years. The Town reserves the right to extend the contract for one (1) additional contract term for five (5) years, providing both parties agree to the extension, and all the terms, conditions and specifications remain the same. The contract renewal shall be based on satisfactory performance, mutual acceptance, and determination the contract is in the best interest of the Town. Any contract extensions will be handled administratively.

Section 4. Funding will come from applicable Town accounts.

Section 5. The Town Council hereby authorizes the expenditures of funds over \$25,000 in accordance to the awarded fixed prices, on an as-needed basis, in an amount not to exceed the allocated budgeted amount.

Section 6. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.


Section 7. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 29<sup>TH</sup> DAY OF AUGUST, 2019.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 29<sup>TH</sup> DAY OF AUGUST, 2019.

Approved as to Form and Legality:

  
TOWN ATTORNEY



**Town of Davie**  
**Budget & Finance/Purchasing Division**  
**AWARD RECOMMENDATION / INTENT TO AWARD**

To: Osdel Fernandez-Larrea, Public Works Director

From: **Procurement Manager** Brian K. O'Connor, C.P.M.

Date: 29-Aug-19

RFP/ITB #: ITB# CS-19-86 Item/Service: Emergency Debris TDMS Sites

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Purchasing Division as soon as possible.

**1. PROCUREMENT COMMENTS:**

The Town received (1) one bid.

**2. RECOMMENDATION:**

A. Which bids do you recommend?

Bergeron Emergency Services, Inc.

B. Does this meet specifications as per your request and as advertised?

YES ☒  
NO ☐

If No, is the variance considered: MINOR ☐ or MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received?

YES ☒ NO ☐

D. List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Osdell Larrea  
Department Director or designee

SIGNATURE [Signature]  
Procurement Manager

DATE 8/29/19

SIGNATURE [Signature]

SIGNATURE   
Risk Manager ( if required)

DATE 8-29-19

DATE

**3. PROCUREMENT ACTION/RECOMMENDATION(S):**

The Purchasing Division has reviewed all submittals and recommends award to the responsive, responsible bidder(s) which is Bergeron Emergency Services, Inc.

**THIS FORM MUST BE COMPLETED AND RETURNED TO THE PURCHASING DIVISION FOR ALL AWARD RECOMMENDATIONS OF \$25,000.00 AND ABOVE.**  
**FOR AWARD RECOMMENDATIONS REQUIRING COUNCIL APPROVAL, SUBMIT THIS FORM NO LATER THAN THREE (3) WEEKS PRIOR TO THE PUBLISHED COUNCIL AGENDA ITEM DEADLINES FOR PURCHASING ITEMS.**



	<b>Bergeron Emergency Services, Inc.</b>	
<b>Proposed Address of Location(s):</b>	Site Cubic Yards	Price p/CY:
Flamingo Road & SW 26th Street	1 Million +	\$18.50
Corner of US 27 and Stirling Road	1 Million +	\$18.50
SW 201st and Stirling Road	500,000+	\$18.50

**\*NOTE from Submitting Firm: With the bid being a 5 year contract, we will update this list on a yearly basis, based on availability.**



# PROPOSAL

ITB# CS-19-86

TOWN OF DAVIE - Procurement Division  
Attn: Brian K. O'Connor, C.P.M.  
6591 Orange Drive  
Davie, FL 33314

May 30, 2019

## Emergency Debris TDMS Sites



**BERGERON**  
EMERGENCY SERVICES

19612 SW 69<sup>th</sup> Place  
Ft. Lauderdale, FL 33332  
954-680-6100

[Bergeronemergencyservices.com](http://Bergeronemergencyservices.com)





19612 SW 69<sup>th</sup> Place – Ft. Lauderdale, FL 33332  
Phone: 954-680-6100 Fax: 866-757-7656  
Website: [www.bergeronemergencyservices.com](http://www.bergeronemergencyservices.com)

May 28, 2019

Town of Davie – Procurement Division  
Attn: Brian K. O'Connor, C.P.M.  
6591 Orange Drive  
Davie, FL 33314

**RE: ITB No: CS-19-86 Emergency Debris TDMS Sites**

To whom it may concern,

Bergeron Emergency Services, Inc.'s (BES) record of success is unmatched in the disaster recovery industry. Through continuous process improvement from lessons learned on every response we continually provide the highest level of quality services while working within regulatory compliance and timeframes. We bring this dedication to each and every client. BES has never failed to respond to a call to action. Our goal is to bring this same dedication and response to the City. In addition, we will help the Town maximize its federal reimbursements for such services. With this dedication in mind we submit this proposal for the above referenced solicitation. Our proposal includes all of the requirements outlined in the Town's solicitation and addendums.

**History:** BES is a wholly owned subsidiary of Bergeron Land Development, Inc. (BLD). Specializing in heavy highway and civil construction, BLD is a privately-owned corporation with its corporate offices located in Western Broward County, Florida since its formation over 50 years ago, in July of 1965. BLD has provided disaster recovery services in the United States since 1992, starting with Hurricane Andrew in Homestead, FL. In the following years, the demand for highly experienced staff and processes led to the incorporation of BES in April 2006 as a wholly owned subsidiary of BLD. For over 13 years BES has served affected communities under multiple disaster recovery contracts including eight municipalities in Broward County, the Broward County School Board, and multiple federal and state agencies from Texas to New England.

**Experience:** Our proposal provides multiple examples including 2017 devastation from Hurricane IRMA. The strength and expanse of IRMA is something never seen or experienced in the State of Florida. Our management team provided pre-event planning with over 30 communities and agencies with 75 push crews responding within hours after passage under 24 notices to proceed. Overall for the IRMA response BES served 26 applicants, setup and management of 4 DMS sites that are currently processing over 1.5 million CY of debris. In total our IRMA team has hauled nearly 2 million CY of debris, covered more than 9 thousand square miles of roads and served more than 5 million residents. Similarly, in 2016 BES responded to five contract activations in response to Hurricane Matthew. BES was the prime contractor for Volusia County School Board, Marion County, Seminole County, Indian River County and FDOT D-5 in Volusia County and Brevard County following Hurricane Matthew. BES simultaneously cleaned up over 30 schools and was able to allow for schools to reopen just 48 hours following the storm.

As prime contractor for ice storm operations in 2009 in the State of Kentucky, BES is the only contractor in the Commonwealth's 12 districts who received an outstanding work performance grade from District headquarters in Frankfort, Kentucky in the six counties awarded to BES. In 2010, BES was involved in a large-scale recycling project for Broward County Waste and Recycling Services. The project consists of processing more than 300,000 cubic yards of hurricane debris that had been stockpiled for over five years. BES screened, ground, and hauled this processed material according to its composition and put it to a beneficial/recycled use. In October 2012 BES aided the City of Plantation, Florida in a debris removal project, due to the aftermath of tornado damage to several local residences. Also, in 2012, BES completed projects in New York and New Jersey following Super-storm Sandy. BES was the prime contractor for the Township of Colt's Neck, NJ for curbside debris removal. In New York, BES provided stump removal and flush-cuts in City Parks, in all five New York City boroughs. That specific project was for the US Army Corps of Engineers and enhanced our federal contracting experience. As you are reading this, we are cleaning up Hurricane Michael in Liberty County, FL.

**Understanding of the Funding Process**

Our funding process goal is to assist our clients in maximizing their reimbursement potential through the often-cumbersome Public Assistance Program (PAP). BES has a thorough understanding of the federal disaster recovery funding programs available to the Town. In fact, all of our processes are designed around maximum PAP reimbursement. This basic but very important understanding of the federal funding resources available to the Town can be the difference of weeks versus months of receiving reimbursement.



The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA), through its Public Assistance (PA) Grant Program reimburses state and local governments and certain private non-profit organizations for the actual cost of work required as a result of a disaster. The program also provides funds for certain hazard mitigation projects. Eligible work is documented on a Project Worksheet (PW). The PW is used to record a detailed description of the work done, the scope of eligible work, estimated or actual cost, and special considerations associated with the project. FEMA reviews, approves, and obligates the entire federal share of that project. Once FEMA obligates a PW, the funds become immediately available to the Town for disbursement to applicants. In order to facilitate the processing of the PA grants, FEMA distinguishes between emergency work and permanent work that requires repair or replacement of such things as roads, buildings and schools.

FEMA further divides disaster-related work into seven categories. The use of Immediate Needs Funding (INF) allows for the applicant to request up to 50% of the initial damage assessment that was submitted for the disaster declaration process. If these funds are granted, they are deducted from the first and initial Project Worksheet.

Our work over the past storm seasons has enabled us to learn from our experiences and provide technical assistance services to our clients to interpret and comply with the FEMA PAP documentation requirements. Through our experiences with debris-related disaster relief services we have developed a process that allows clients to identify, submit, and receive grant funds for disaster recovery reimbursement from agencies such as EPA, USDA, NRCS, FHWA and FEMA. The BES team will assist the Town to define their Scope of Work, identify eligible damages, provide the client with information needed to prepare status reports required by governmental agencies, offer methods to successfully partner with federal and state officials, and provide information regarding "alternate and mitigation projects." BES has also been successful supporting our clients through audits with the aforementioned agencies. The following is our full scope of assistance.

#### **Land Operations:**

- Emergency Response
- Large Scale Debris Removal
- Debris Reduction and Disposal
- Tree Trimming and Removing
- Demolition
- Sand Removal from ROE
- Beach Sand Screening and Replacement
- Emergency Berm Construction
- Land Clearing
- Site Preparation
- Road and Utility Work
- Cellular Tower Construction

#### **Marine Operations:**

- Emergency Response
- Marine Construction
- Marine Salvage
- Debris Removal from Inland and Off-shore Waters
- Beach Replenishment
- Water Restoration
- Dredging
- Bulkhead and Pier Construction
- Vessel Recovery and Demolition

#### **Other Services:**

- Portable Housing
- Temporary Power Services
- Energy, Ice, Water and Other Consumables
- Hazardous Material Handling
- Technical and Management Assistance
- Bio-Mass Recycling
- Vertical Construction/Repairs
- Temporary Roofing
- Underground Utility Repairs
- Emergency Road Repair

Our flexible technical approach in combination with our strict quality control and company-owned resources have led to an industry proven standard. Our full-time staff brings this dedication to the City's Emergency Management recovery efforts should it face a disaster of any type, natural or man-made.

Your primary contacts for the Town's contract and for this solicitation are:

Mr. Jason Ottilige, BES' Operations Manager (**Primary Contact**)

Office Phone: 954-680-6100 ext 223, Cell Phone: 786-554-3270 and Email: [JOttilige@bergeroninc.com](mailto:JOttilige@bergeroninc.com)

Mr. Ronald M. Bergeron, Jr., BES' Owner/President (**Binding Principal**)

Office Phone: 954-680-6100 and Executive Assistant's Email: [execpa1@icloud.com](mailto:execpa1@icloud.com)

This proposal is in all respects fair and in good faith without collusion or fraud and the signer of this proposal has the authority to bind the principal proponent. Please accept this transmittal letter and proposal as a firm and irrevocable statement by which BES believes it to be the most qualified firm to perform the necessary tasks outlined in this request for "Emergency Debris TDMS Sites."

Sincerely,

Ronald M. Bergeron, Jr.  
President



# Required Forms



**PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President <u>Ronald M. Bergeron, Jr.</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332</u>
Vice-President <u>Brian Thomason</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332</u>
Secretary <u>Phil DeSai</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332</u>
Treasurer <u>Phil DeSai</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332</u>
Registered Agent <u>Phil DeSai</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332</u>

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

Bergeron Emergency Services, Inc.

19612 SW 69th Place, Fort Lauderdale, Florida 33332

Post Office Address

PROPOSER:

Bergeron Emergency Services, Inc.

Ronald M. Bergeron, Jr.

(CORPORATE NAME)

JOttilige@bergeroninc.com

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: Phil DeSai

SECRETARY

YES ☒ NO ☐

If no, give address of principal place of business: \_\_\_\_\_



**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

**PART II:**

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

**FIRM NAME:** Bergeron Emergency Services, Inc.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** 5/28/2019

**TITLE OF OFFICER:** President

**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE**  
**(Davie Code of Ordinances Sec. 2-329)**

**\*\*Complete the boxes below as applicable:\*\***

1. ☐ My Business is located within the **Town of Davie**.

<b>Legal Name of Firm:</b>	
<b>Taxpayer ID No.:</b>	
<b>Physical Address:</b> <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
Has the business name changed since it was opened in Davie? Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, provide the previous business name:	
Date your business was established in Town of Davie:	
<b>Business License Number:</b>	<b>Date Issued:</b>
The business employs _____ (insert a number) full time employees.	

2. ☒ My Business is located within **Broward County**.

<b>Legal Name of Firm:</b> Bergeron Emergency Services, Inc.	
<b>Taxpayer ID No.:</b> 65-1274968	
<b>Physical Address:</b> <small>SHALL NOT BE A P.O. BOX OR RESIDENCE</small> 19612 SW 69th Place, Fort Lauderdale, Florida 33332	
<b>Phone Number:</b> (954) 680-6100	
<b>Email Address:</b> JOttilige@bergeroninc.com	
Has the business name changed since it was opened in Broward County? Yes <input type="radio"/> No <input checked="" type="radio"/>	
If yes, provide the previous business name:	
Date your business was established in Broward County: April 14, 2006	
<b>Business License Number:</b> P06000054436	<b>Date Issued:</b> April 14, 2006
The business employs 250+ (insert a number) full time employees.	

☒ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: \_\_\_\_\_ Print Name: Ronald M. Bergeron, Jr.

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

**DBA:**  
**Business Name:** BERGERON EMERGENCY SERVICES INC

**Receipt #:** 325-230337  
**Business Type:** CLEANING/JANITORIAL (JOB SITE  
CLEAN/DEBRIS REMOVAL SVCS)

**Owner Name:** RONALD BERGERON JR  
**Business Location:** 19612 SW 69 PL  
PEMBROKE PINES  
**Business Phone:** 954-680-6100

**Business Opened:** 04/03/2006  
**State/County/Cert/Reg:**  
**Exemption Code:**

Rooms

Seats

Employees

3

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

BERGERON EMERGENCY SERVICES INC  
19612 SW 69 PL  
PEMBROKE PINES, FL 33332

**Receipt #** 04A-17-00001934  
**Paid** 07/12/2018 33.00

**2018 - 2019**



## VENDOR BIDDER DISCLOSURE FORM

I, Ronald M. Bergeron, Jr., being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Bergeron Emergency Services, Inc.

Address: 19612 SW 69th Place

Fort Lauderdale, Florida 33332

FEIN 65-1274968

State and date of incorporation Florida, April 14, 2006

### OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Ronald M. Bergeron, Sr.</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332;</u>	<u>51 %</u>
<u>Ronald M. Bergeron, Jr.</u>	<u>19612 SW 69th Place, Fort Lauderdale, FL 33332;</u>	<u>49 %</u>
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: Ronald M. Bergeron, Jr.

Date: 5/28/2019

Signature of Affiant

Print Name Ronald M. Bergeron, Jr.

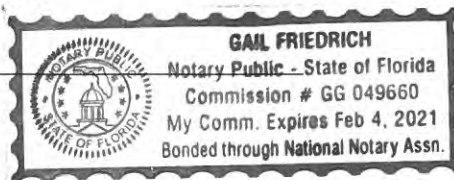
SUBSCRIBED AND SWORN TO or affirmed before me this 28 day of May 2019, by Ronald M. Bergeron, Jr., he/she is personally known to me or has presented \_\_\_\_\_ as identification.

Gail Friedrich  
Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires: \_\_\_\_\_





**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 the **TOWN OF DAVIE, FLORIDA**

By: Ronald M. Bergeron, Jr., President

*(print individual's name and title)*

For: Bergeron Emergency Services, Inc.

*(print name of entity submitting sworn statement)*

whose business address is: 19612 SW 69th Place, Fort Lauderdale, Florida 33332 and (if applicable) its  
Federal Employer Identification Number (FEIN) is: 65-1274968

*(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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 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 non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 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 legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. **(Indicate which statement applies below).**

- ☒ 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 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 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.

Signature

Sworn to and subscribed before me this 28 day May, 2019

Personally known ☒

OR

Produced identification

Name of Notary

Notary Public – State of Florida



# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA                    }  
   }  
   }    SS:  
 COUNTY OF Broward                    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and N/A or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

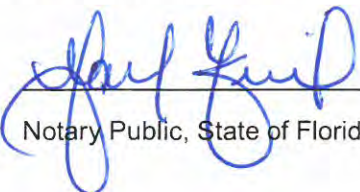
Ronald M. Bergeron, Jr.

Title:

President

Sworn and subscribed before this

28 day of May, 2019

  
 Notary Public, State of Florida

(Printed Name)



My commission expires



**DISCLOSURE OF CONFLICT OF INTEREST**

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS **AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY**, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
<u>N/A</u>	

Bergeron Emergency Services, Inc.  
FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

Ronald M. Bergeron, Jr., President  
NAME & TITLE, TYPED OR PRINTED

STATE OF Florida )  
 ) SS  
COUNTY OF Broward )

The foregoing instrument was sworn to and subscribed before me this 28 day of May, 2019 by Ronald M. Bergeron, Jr. who is personally known to me or produced \_\_\_\_\_ as identification.

Gail Friedrich  
NOTARY PUBLIC, State of Florida

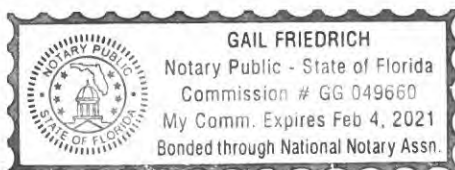
Commission No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

SEAL

(if Corporation)



## SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,  
Tangible or intangible personal property, or its use,  
A preferential rate of terms on a debt, loan, goods, or services,  
Forgiveness of indebtedness,  
Transportation, lodging, or parking,  
Membership dues,  
Entrance fees, admission fees, or tickets to events, performances, or facilities,  
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

	Ronald M. Bergeron, Jr.
SIGNATURE	PRINTED NAME
Bergeron Emergency Services, Inc.	President
NAME OF COMPANY	TITLE



## INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

SIGNATURE

Ronald M. Bergeron, Jr.

PRINTED NAME

5/28/2019

DATE

President

TITLE

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Ronald M. Bergeron, Jr.

who, after first being sworn by me, affixed his/her

[name of individual signing]

signature in the space provided above on this 28 day of May, 20 19

  
NOTARY PUBLIC





## NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA                    }  
   }  
   }     SS:  
 COUNTY OF Broward                    }

Ronald M. Bergeron, Jr. being first duly sworn, deposes and says that:

- a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Bergeron Emergency Services, Inc. the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) 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 person to fix the price or prices in the attached 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;
- e) 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.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: \_\_\_\_\_

Ronald M. Bergeron, Jr.

(Printed Name)

President

(Title)

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    }  
  }    SS:  
COUNTY OF Broward                    }

BEFORE       ME,       the       undersigned       authority       personally       appeared  
Ronald M. Bergeron, Jr. to me well known and known by me to be the person  
described herein and who executed the foregoing Affidavit and acknowledged to and before me that  
\_\_\_\_\_ executed said Affidavit for the purpose therein  
expressed.

WITNESS, my hand and official seal this 28 day of May, 2019.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public State of Florida at Large





## DRUG-FREE WORKPLACE PROGRAM

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, 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.

VENDOR'S SIGNATURE

Ronald M. Bergeron, Jr.

PRINTED NAME

Bergeron Emergency Services, Inc.

NAME OF COMPANY

## E-VERIFY FORM

Bid No: CS-19-86

Project Description: Emergency Debris TDMS Sites

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: Bergeron Emergency Services, Inc.

Authorized Signature: \_\_\_\_\_

Print Name: Ronald M. Bergeron, Jr.

Title: President

Date: 5/28/2019

## EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Ronald M. Bergeron, Jr., Company Bergeron Emergency Services, Inc.

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davis reserves the right to request copies of the criminal background checks and drug test results of the awarded firm(s).

Proposer's Signature \_\_\_\_\_



## REQUIRED BIDDER QUESTIONNAIRE

Bergeron Emergency Services, Inc.

**Name of Proposing Firm:** \_\_\_\_\_ **Today's Date:** 5/28/2019

**Primary Contact Person Re: this Bid:** Jason Otilige

**Primary Contact Person Email Address:** JOtilige@bergeroninc.com

**Primary Contact Person Phone Number:** (786) 554-3270

1. How many years has your firm been in business under its present business name?: 13 years

2. Under what other former name(s) has your firm operated?: N/A

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ **No** ☐ **Yes** If yes, please explain: \_\_\_\_\_

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain: \_\_\_\_\_

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ **No** ☐ **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: \_\_\_\_\_

6. State the name and title of the individual who will have personal management of the work:

Jason Otilige - Operations Manager

7. State the name and address of attorney, if any, for the firm: \_\_\_\_\_

Shutts & Bowen

200 East Broward Blvd, Suite 2100 Fort Lauderdale, FL 33301

8. List all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this ITB. \_\_\_\_\_

None

9. List all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals. None

10. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: \_\_\_\_\_

Ronald M. Bergeron, Sr. - 19612 SW 69th Place, Fort Lauderdale, Florida 33332 - 51%

Ronald M. Bergeron, Jr. - 19612 SW 69th Place, Fort Lauderdale, Florida 33332 - 49%

11. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: None

12. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
-----------	----------------------------	--------------

HSBC	1000 S. Pines Island Rd Suite 444 Plantation, FL 33324	(954) 258-5680
------	--	----------------

13. Firm has attached a current Certificate of Liability Insurance per the requirements stated herein?

☒ Yes ☐ No

14. Firm has attached a current W9? ☒ Yes ☐ No



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue  Daytona Beach FL 32114	<b>CONTACT NAME:</b> Denise D'Abato <b>PHONE (A/C, No, Ext):</b> (386) 252-9601 <b>FAX (A/C, No):</b> (386) 239-5729 <b>E-MAIL ADDRESS:</b> ddabato@bbdaytona.com
<b>INSURED</b> BERGERON EMERGENCY SERVICES INC 19612 SW 69TH PLACE  FT LAUDERDALE FL 33332	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> American Guarantee and Liability Insurance Company <b>INSURER C:</b> Steadfast Insurance Company <b>INSURER D:</b> XL Specialty Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 16535 26247 26387 37885

**COVERAGES****CERTIFICATE NUMBER:** 19-20**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO582154906	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP582154706	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC938225410	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PROD/C-OPS \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC582155207	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>PROFESSIONAL LIABILITY</b> <b>POLLUTION LIABILITY</b>			EOC553292805	01/01/2019	01/01/2020	PROF LIAB \$1M/\$2M POLL LIAB \$10M/\$10M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

**CERTIFICATE HOLDER****CANCELLATION**

TOWN OF DAVIE  6591 ORANGE DR DAVIE FL 33314	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED BERGERON EMERGENCY SERVICES INC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** \_\_\_\_\_ **FORM TITLE:** : Notes

INSURER D - EQUIPMENT FLOATER  
POLICY NUMBER: UM00054270  
POLICY TERM: 01/01/2019 TO 01/01/2020  
LEASED/RENTED EQUIPMENT: \$750,000

**POLICY FORMS:****GENERAL LIABILITY:**

CG2503 0509-PER PROJECT AGGREGATE  
CG2504 0509-PER LOCATION AGGREGATE  
UGL1175FCW 0413-ADDITIONAL INSURED-AUTOMATIC-OWNERS LESSESS OR CONTRACTORS-(BLANKET, ONGOING AND COMPLETED OPERATIONS; PRIMARY AND NON-CONTRIBUTORY)  
UGL1060ECW 0413- CONTRACTORS LIABILITY ENDORSEMENT - (BLANKET, ADDITIONAL INSURED-LESSOR OF EQUIPMENT/MANAGER OR LESSOR OF PREMISES/STATE OR POLITICAL)  
CG2007 0413-ADDITIONAL INSURED ARCHITECTS /ENGINEERS/SURVEYORS-EMPLOYED BY INSURED (BLANKET)  
UGL925BCW 1201-WAIVER OF SUBROGATION (BLANKET)  
UGL1521ACW 1012-30 DAY NOTICE OF CANCELLATION (BLANKET)

**AUTO LIABILITY:**

CA2001 0306-ADDITIONAL INSURED-LESSOR AND LOSS PAYEE (BLANKET)  
CA04441013 -WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) (BLANKET)  
CA2048 0299-DESIGNATED INSURED -(BLANKET, ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY)  
UCA832ACW 0113-30 DAY NOTICE OF CANCELLATION (BLANKET)

**UMBRELLA LIABILITY:**

UUMB103CCW 0310-COMMERCIAL UMBRELLA LIABILITY POLICY (BLANKET, ADDITIONAL INSURED, PRIMARY AND NON-CONTRIBUTORY, WAIVER OF SUBROGATION)  
UUMB722ACW 0113-30 DAY NOTICE OF CANCELLATION (BLANKET)  
THE UMBRELLA POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY

**WORKERS COMPENSATION:**

WC000313 484-WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT(BLANKET)  
WC402 -30 DAY NOTICE OF CANCELLATION (BLANKET)

**EQUIPMENT FLOATER:**

HMC050 0112-BLANKET LOSS PAYEE-EQUIPMENT

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

Undersigned:

FIRM NAME

Bergeron Emergency Services, Inc.

SIGNATURE OF AUTHORIZED AGENT

NAME & TITLE TYPED OR PRINTED

Ronald M. Bergeron, Jr., President

Continued on following page:

STATE OF Florida

)

) SS

COUNTY OF Broward

)

The foregoing instrument was sworn to and subscribed before me this 28 day of May, 2019 by Ronald M. Bergeron, Jr. who is personally known to me or produced as identification.

NOTARY PUBLIC, State of Florida

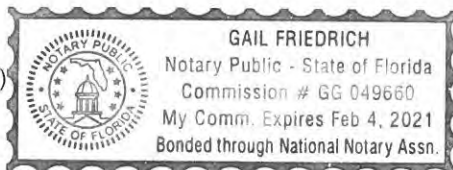
Commission No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

SEAL

(if Corporation)



## SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. [www.davie-fl.gov](http://www.davie-fl.gov)

2. [www.demandstar.com](http://www.demandstar.com)

3. The Sun-Sentinel

5. Referral/word-of-mouth

Specify Source: \_\_\_\_\_

6. Search Engine/Internet search

7. E-mail

Specify Source: \_\_\_\_\_

8. Banner or Link on another website

9. Flyer, newsletter, direct mail

Specify Source: \_\_\_\_\_

10. Other, Specify Source: \_\_\_\_\_

*Please note: This survey form is used for internal Procurement purposes only.*

## LOBBYING INTEREST

I, Ronald M. Bergeron, Jr., the undersigned, representing Bergeron Emergency Services, Inc declare that I have read the attached form and that (check one):

☒ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation

☐ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation. I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of Bid: Emergency Debris TDMS Sites


Bidder Name: Bergeron Emergency Services, Inc.

Address: 19612 SW 69th Place Fort Lauderdale, Florida 33332

Phone Number: (954) 680-6100

Fax Number: (866) 757-7656

E-mail Address: JOttillge@bergeroninc.com

Signature: 

Print Name: Ronald M. Bergeron, Jr.



**CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725**

I, Ronald M. Bergeron, Jr., on behalf of Bergeron Emergency Services, Inc.  
Print Name Company Name

certify that Bergeron Emergency Services, Inc. does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

President

Title

5/28/2019

Date

# Bid Form



**BERGERON**  
EMERGENCY SERVICES



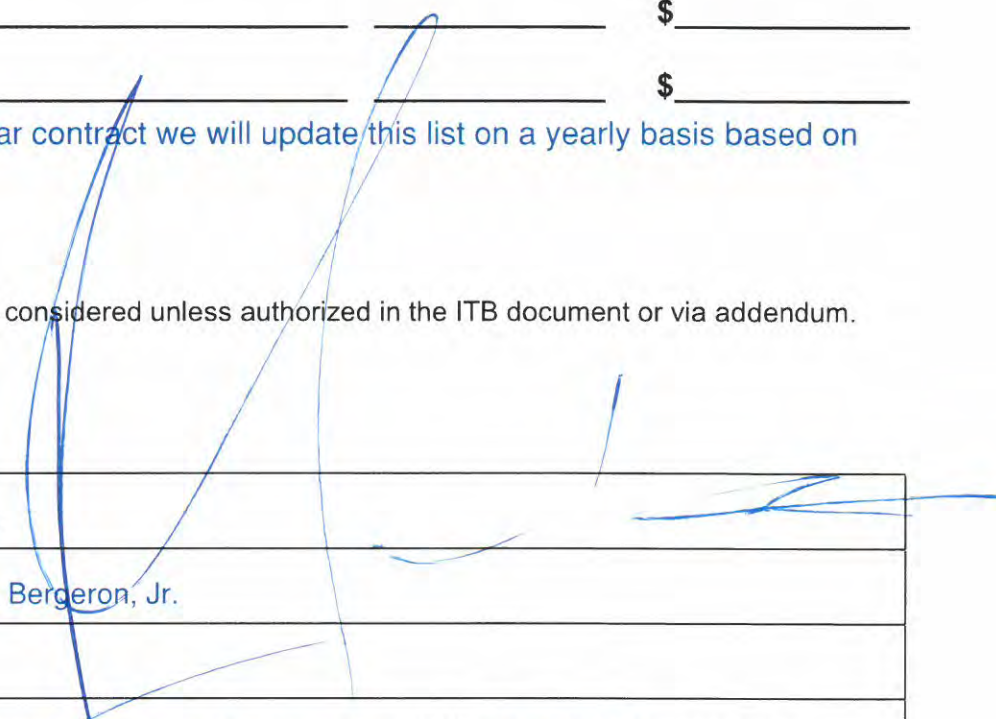
**BID FORM**

<b>Proposed Address of Location(s):</b>	<b>Site Cubic Yards</b>	<b>Price p/CY:</b>
Flamingo Road & SW 26th Street	1 Million +	\$18.50
Corner of US 27 and Stirling Road	1 Million +	\$18.50
SW 210st and Stirling Road	500,000 +	\$18.50
		\$
		\$

\*With the Bid being a 5 year contract we will update this list on a yearly basis based on availability\*

**Notes:**

1. Alternate bids will not be considered unless authorized in the ITB document or via addendum.

<b>Authorized Signature:</b>	
<b>Print Name:</b>	Ronald M. Bergeron, Jr.
<b>Title:</b>	President
<b>Company Name:</b>	Bergeron Emergency Services, Inc. EIN#: 65-1274968 (attach W9)
<b>Company Address:</b>	19612 SW 69th Place, Fort Lauderdale, Florida 33332

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bergeron Emergency Services, Inc.</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>19612 SW 69th Place</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Fort Lauderdale, FL 33332</b>		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

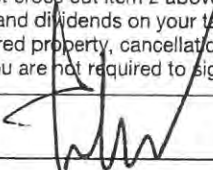
Social security number									
			-				-		
or									
Employer identification number									
6	5	-	1	2	7	4	9	6	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/29/18
-----------	--	----------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

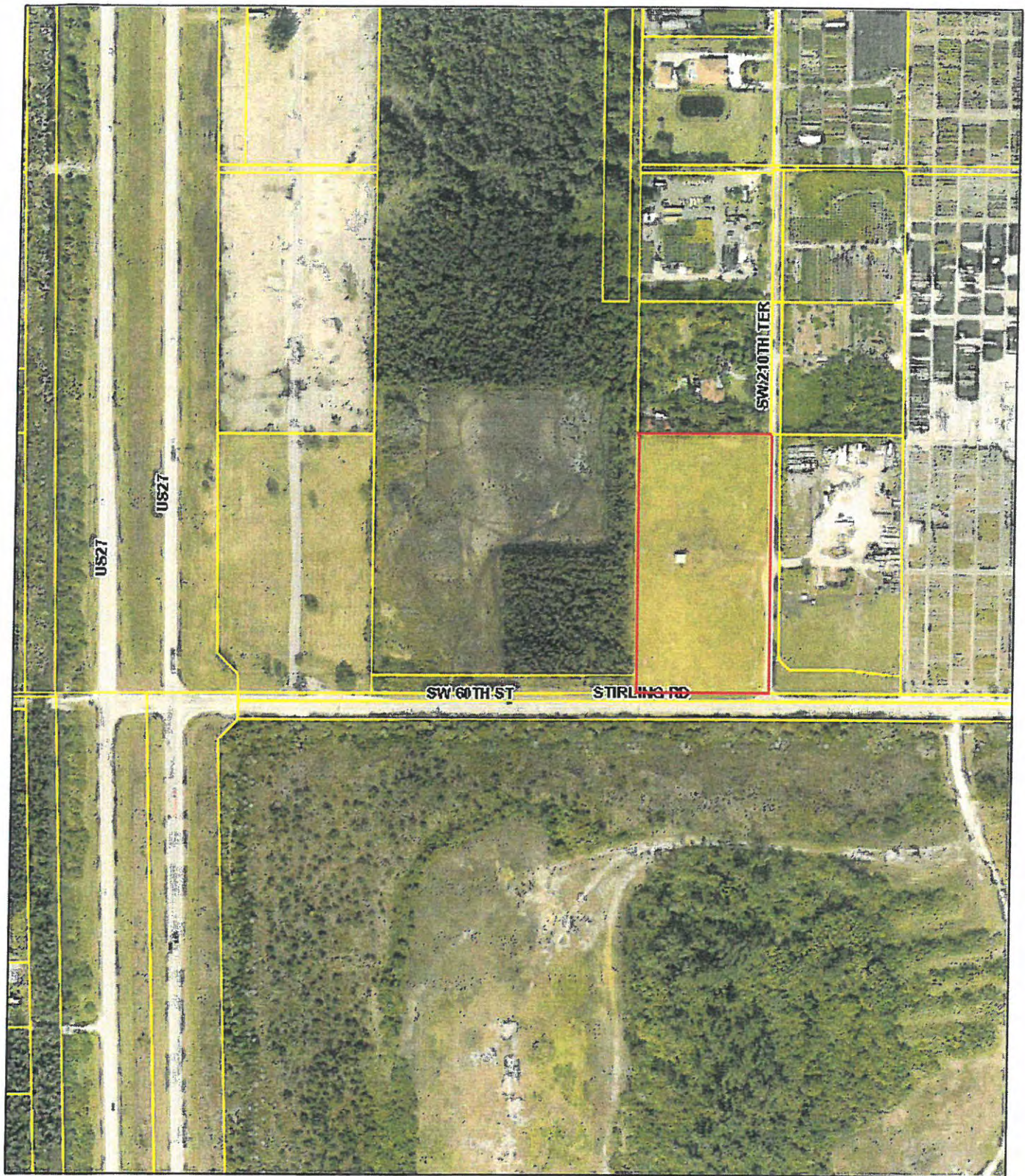
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

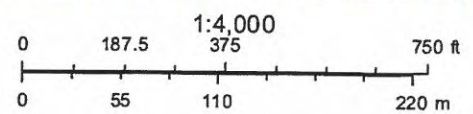
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





October 19, 2016





# Untitled Map

Write a description for your map.

## Legend

-  Freedom Pipeline Corporation



Google Earth

©2018 Google

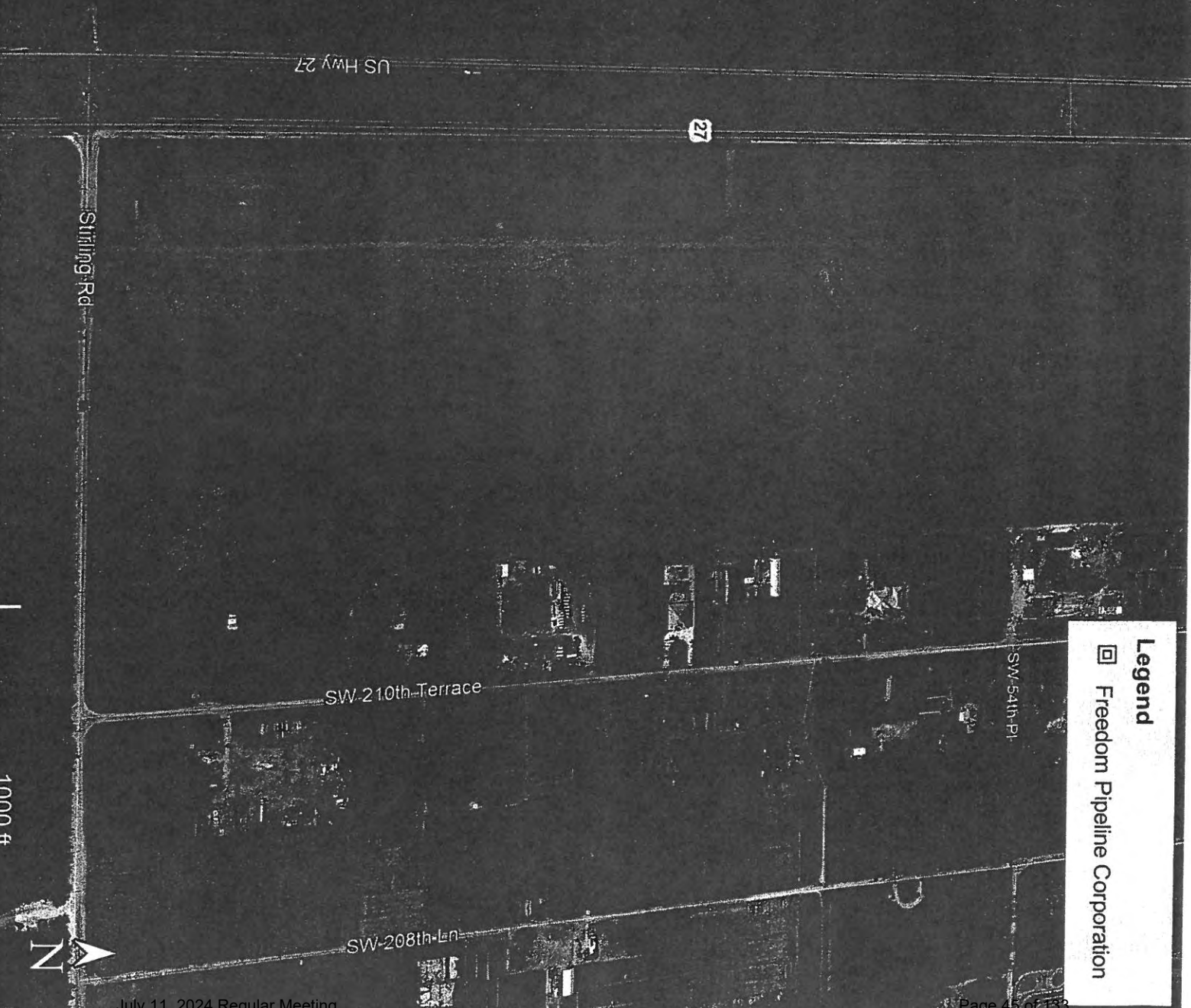


# Untitled Map

Write a description for your map.

## Legend

 Freedom Pipeline Corporation



**BERGERON**  
EMERGENCY SERVICES





FLORIDA DEPARTMENT OF  
Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

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Sent via email to: jottilige@bergeroninc.com

Date: May 05, 2022

JASON OTTILIGE  
19612 SW 69TH PLACE  
FORT LAUDERDALE FL 33332

RE: 2022 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear JASON OTTILIGE

This is to notify you that on May 05, 2022, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2022. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location(s):

**Site Name:** BERGERON SITE 2 DEBRIS STAGING AREA-98102

**Site Address:** SHERIDAN AND 196TH AVENUE

Pembroke Pines, FL, 33332

**Waste Planned for Management:** Yard Trash

**On-Site Contact:** Jason Otilige

(954) 680-6100, jottilige@bergeroninc.com

**DEP/Local Program Contact:** Amede Dimonnay, (954)519-1443, adimonnay@broward.org

**Site Name:** BERGERON SITE 1 DEBRIS STAGING AREA-98104

**Site Address:** STIRLING ROAD AND WEST OF 202 AVENUE Pembroke Pines, FL, 33332

**Waste Planned for Management:** Construction & Demolition Debris, Yard Trash, Mixed

**On-Site Contact:** Jason Otilige

(954) 680-6100, jottilige@bergeroninc.com

**DEP/Local Program Contact:** Amede Dimonnay, (954)519-1443, adimonnay@broward.org

**Site Name:** BERGERON SITE 5 (DDMS) 70 ACRES FIELD-98993

**Site Address:** NE CORNER/INTERSECT US 27 & SW 16TH STREET Weston, FL, 33332

**Waste Planned for Management:** Construction & Demolition Debris, Yard Trash, Mixed

**On-Site Contact:** Jason Otilige

(954) 680-6100, jottilige@bergeroninc.com

**DEP/Local Program Contact:** Amede Dimonnay, (954)519-1443, adimonnay@broward.org

**Site Name:** BERGERON SITE 4 (DDMS)-98992

**Site Address:** SW CORNER INTERS. SW 35TH STREET & SW 196 AVE Weston, FL, 33332

**Waste Planned for Management:** Construction & Demolition Debris, Yard Trash, Mixed

**On-Site Contact:** Jason Otilige

(954) 680-6100, jottilige@bergeroninc.com

**DEP/Local Program Contact:** Amede Dimonnay, (954)519-1443, adimonnay@broward.org

Unless you receive a subsequent notification from the Department concerning the status of these sites, you may consider them pre-authorized as disaster debris management sites.

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using a temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

- 1) **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and all debris has been removed;**
- 2) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
- 3) Access must be controlled to prevent unauthorized dumping and scavenging;
- 4) A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
- 5) Once the site is open, a spotter must be located in the area where the waste is being deposited in order to spot and remove prohibited waste items;
- 6) A DDMS is limited to managing the waste identified above for each site; any putrescible waste received at the DDMS must be removed within 48 hours, and all other types of prohibited waste should be managed in accordance with the guidance document (see link below);
- 7) Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

Failure to comply with the conditions of the field authorization, or failure to adequately close a site by the required closure date, may result in enforcement action by the Department.

The Department has also prepared a guidance document on the establishment, operation, and closure of a DDMS for disaster debris. This guidance document includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-establishment-operation-and-closure>

This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by FEI/EIN Number

Florida Profit Corporation  
BERGERON EMERGENCY SERVICES, INC.

### Filing Information

<b>Document Number</b>	P06000054436
<b>FEI/EIN Number</b>	65-1274968
<b>Date Filed</b>	04/14/2006
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	05/17/2013
<b>Event Effective Date</b>	NONE

### Principal Address

19612 S.W. 69TH PLACE  
PEMBROKE PINES, FL 33332

### Mailing Address

19612 S.W. 69TH PLACE  
PEMBROKE PINES, FL 33332

### Registered Agent Name & Address

Desai, Phil  
19612 S.W. 69TH PLACE  
PEMBROKE PINES, FL 33332

Name Changed: 06/17/2015

Address Changed: 06/17/2015

### Officer/Director Detail

#### **Name & Address**

Title ST

DESAI, PHIL  
19612 SW 69 PLACE  
FORT LAUDERDALE, FL 33332

Title CEO

BERGERON, RONALD M, SR

19612 S.W. 69TH PLACE  
PEMBROKE PINES, FL 33332

**Title P**

BERGERON, RONALD M, JR  
19612 S.W. 69TH PLACE  
PEMBROKE PINES, FL 33332

**Title Officer**

Thomason, Brian  
19612 S.W. 69TH PLACE  
PEMBROKE PINES, FL 33332

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2017	03/20/2017
2018	04/03/2018
2019	04/15/2019

**Document Images**

<a href="#">04/15/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/18/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/17/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2015 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/17/2013 -- Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/19/2009 -- ADDRESS CHANGE</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/13/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2006 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>



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Company Submitting Bid

## INVITATION TO BID



<b>ITB NO.</b>	<b>CS - 19 - 86</b>
<b>TITLE</b>	<b>Emergency Debris TDMS Sites</b>
<b>AVAILABLE</b>	<b>Tuesday, May 14, 2019</b>
<b>DUE DATE</b>	<b>2:00 PM on Thursday, May 30, 2019</b>
<b>SUBMIT TO</b>	<b>TOWN OF DAVIE - Procurement Division</b> <b>Attn: Brian K. O'Connor, C.P.M.</b> <b>6591 Orange Drive</b> <b>Davie, FL 33314</b>
<b>COUNCIL APPROVAL</b>	<b>JULY 2019</b>

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>

**TOWN OF DAVIE  
ITB NO. CS-19-86  
INVITATION TO BID  
Emergency Debris TDMS Sites**



Dear Potential Respondent:

The Town of Davie, Florida invites qualified respondents to submit responses in accordance with the requirements stated herein no later than **2:00 pm on Thursday, May 30, 2019**, for **ITB No. CS-19-86. Emergency Debris TDMS Sites**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at [DemandStar.com](http://DemandStar.com).

The purpose of this solicitation is to secure Temporary Debris Management Site ("TDMS") Properties within the limits of the Town of Davie. The site will be the final destination for debris/materials collected by the Town's Disaster Debris contractor in the event of an emergency and/or disaster.

The Davis-Bacon Act (DBA) 40 USC 276a-276a-5 provides that contracts in excess of \$2,000 to which the United States is a party for the construction, alteration, and/or repair, including painting and decorating of public buildings or public works, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract, or debarment for failure to adhere to the required provisions herein.

Questions regarding this solicitation shall be submitted in writing to [bids@davie-fl.gov](mailto:bids@davie-fl.gov) no later than Wednesday, May 22, 2019. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete bid package, One (1) duplicate copies of said package and One (1) flash drive or CD copy**, to the **Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314** on or before the due date stipulated above. All packages shall be clearly marked "**ITB No. CS-19-86 Emergency Debris TDMS Sites**". The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

ITB responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor  
Procurement Manager  
Town of Davie

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

**Contract:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Town:** A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

**Community Redevelopment Agency (CRA):** The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Executive Director:** The Executive Director of the Davie Community Redevelopment Agency.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or



corporation having a tenant relationship with the Town of Davie.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who

furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

## 1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

## 1.3 LOCAL PREFERENCE

### Definitions

Local Davie Vendor-a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or

proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid-** A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

**Proposal-** A proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

#### Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "local Davie vendor",

the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

#### c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency contract.

3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The "local vendor" is either non-responsive or non-responsible.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

#### 1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and 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 due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

#### 1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

#### 1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.



## 1.7 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6591 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.
- D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

## 1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

## 1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

## 1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

## 1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

## 1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

## 1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

## 1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie,

Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

#### 1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

#### 1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:  
Project Manager  
Town of Davie  
Attention: Osdel Fernandez-Larrea, Public Works Director  
Phone: (954) 797-2086  
Email: [Osdel\\_Fernandez-Larrea@davie-fl.gov](mailto:Osdel_Fernandez-Larrea@davie-fl.gov)

To the Procurement Department:  
Brian O'Connor, C.P.M., Procurement Manager  
Purchasing Division  
6591 Orange Drive  
Davie, FL 33314  
Phone: (954) 797-1016 Fax: (954) 797-1049  
Email: [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov)

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### 1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

### 1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

### 1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest

bond"). The Town's notices of intent to award are posted on the Town of Davie website.

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

### 1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded bidder.

### 1.22 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:



- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

### 1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

### 1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

### 1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### 1.26 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

### 1.27 REASON FOR NO BID FORM

### 1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

### 1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information

pursuant to this clause may render a bid non-responsive.

### **1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW**

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of**

**public records at 954-797-1000, Evelyn\_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.**

### **1.31 BIDDER/CONTRACTOR RESPONSIBILITY**

Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Towns determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Towns determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725.

### **1.32 REQUEST FOR PROPOSAL**

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

### **1.33 EXCEPTIONS TO PROPOSAL**

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception to (as said term and/or condition was originally set forth on the solicitation.)

### **1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The contractor shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town, the Community Redevelopment Agency, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

### **1.35 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.36 CONFLICT OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

### **1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities,

nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

### **1.38 QUANTITIES**

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

### **1.39 DELIVERY, INSPECTION & TITLE**

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

### **1.40 WARRANTY**

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

### **1.41 CLAIMS**

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.42 CONTRACT RENEWAL**

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

### **1.43 MODIFICATION OF CONTRACT**



The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### **1.44 SAFETY DATA SHEET (SDS)**

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

#### **1.45 CONDITION OF MATERIALS AND PACKAGING**

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

#### **1.46 SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

#### **1.47 PUBLIC ENTITY CRIMES**

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

#### **1.48 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **1.49 DRUG-FREE WORKPLACE PROGRAM**

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

#### **1.50 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders shall sign and submit this attached form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

#### **1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

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

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

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and

accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### 1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

### 1.53 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage with an additional \$1,000,000 in excess liability coverage for a total aggregate of \$2,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community**

**Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 4700 Davie Road, Suite D, Davie, FL 33314.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 4700 Davie Road, Suite D, Davie, FL 33314.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

**NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any

other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

#### **1.54 TOWN WEBSITE**

Bids, addenda, Intents to Award, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: <https://www.davie-fl.gov/purchasing>.

#### **1.55 DISCLAIMER**

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements

will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

#### **1.56 CONFIDENTIALITY**

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

#### **1.57 ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

#### **1.58 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further



agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total

amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

#### **1.60 PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

#### **1.61 GUARANTEE**

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

#### **1.62 MANNER OF PERFORMANCE**

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all

claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

#### **1.63 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the

means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

#### **1.64 AUTHORITY OF THE TOWN'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or

in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.65 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the

subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### 1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

#### 1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for



determining the allowability and allocability of costs.

#### 1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### 1.69 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and

experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

#### 1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### 1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

## 1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with

the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not

incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

### 1.73 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's

request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### 1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

### 1.75 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all



Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would

delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### 1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property,, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### 1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies

thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use,

duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## 1.78 ETHICS

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

## 1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

### A. ACCESS BY THE GRANTEE,

**SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

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

**B. FEDERAL CLEAN AIR AND WATER ACTS**

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

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS**

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

**D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

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

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

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

**E. BUY AMERICAN ACT**

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

**F. SUSPENSION AND DEBARMENT**

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

**G. ANTI-LOBBYING**

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

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

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

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

the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**H. EQUAL EMPLOYMENT OPPORTUNITY**

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

- I. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- J. Environmental Protection Agency (EPA), as applicable to this Contract.
- K. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion,

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

L. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

M. Florida Building Code (FBC).

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

**1.80 NONDISCRIMINATION**

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



this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

### 1.81 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

### 1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

### 1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor

becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **1.84 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

#### **1.85 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS**

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

#### **1.87 ASBESTOS STATEMENT**

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the solicitation he will supply only material or equipment that is 100% asbestos free.

#### **1.88 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

#### **1.89 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

#### **1.90 PROHIBITION OF INTEREST**

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

#### **1.91 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift,

or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### **1.92 E-VERIFY**

Contractor acknowledges that the Town may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

#### **1.93 FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

#### **1.94 BUDGETARY CONSTRAINTS**

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **1.95 ANNEXATION**

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

#### **1.96 LITIGATION VENUE**

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

#### **1.97 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

#### **1.98 SUBMISSION AND RECEIPT OF BIDS**

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

#### **1.99 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE**

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or [khurley@wm.com](mailto:khurley@wm.com).

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor,

Procurement Manager, at (954) 797-1016 or [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov).

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

**END OF SECTION**



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## SECTION 2.0 SPECIAL CONDITIONS

### 2.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

### 2.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at [bids@davie-fl.gov](mailto:bids@davie-fl.gov).

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

### 2.3 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
ITB Available	05/14/2019
Last Date Receipt of RFIs	05/22/2019
Bids Due (2:00 pm EST)	05/30/2019

### 2.4 SIGNED BID CONSIDERED AN OFFER

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

### 2.5 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

## **2.6 EMPLOYEES**

Contractor shall provide licensed and insured technicians to perform all electrical and irrigation installation as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

## **2.7 STORAGE OF MATERIALS**

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

## **2.8 DISPOSAL OF WASTE**

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

## **2.9 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

## **2.10 PAYMENT**

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service.

## **2.11 INSPECTIONS**

The Contractor and the Town of Davie's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

## **2.12 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL**

The initial contract shall be for a period of five (5) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for an additional 5 (five) year period, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator and the Town Council of the Town of Davie.

## **2.13 PROTECTION OF PROPERTY**

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

## **2.14 CONTRACT AWARD**

Any contract, as a result of this ITB, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION



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## **SECTION 3.0 SPECIFICATIONS**

### **3.1 PURPOSE**

The purpose of this solicitation is to secure Emergency Debris Temporary Debris Management Site ("TDMS") Properties within the limits of the Town of Davie. The site(s) will be the final destination for debris/materials collected by the Town's Disaster Debris contractor in the event of an emergency and/or disaster. The price will be inclusive of the tipping/disposal fees.

### **3.2 GENERAL SITE STANDARDS**

Standards for the proposed TDMS property/ies include but are not limited to the following:

- Traffic Control practices shall be utilized.
- Site shall be approved by the Department of Environmental Protection (DEP) and/or any other required regulatory agency.
- Site shall be pre- and post-treated for insects to include African Snails.
- Wildlife trapping and relocation may be required.
- Site access that does not impact school bus pick up areas and is farthest from residences.
- Height control and maintenance for debris piles.
- Site screening with temporary 10 feet high chain link fence with privacy screen.
- No burning of material.
- Roadways and sidewalks surrounding the site will be washed as needed to keep dirt, mud and other materials off the roadway.
- Dust control practices shall be implemented.
- Repair of damaged right of way due to TDMS operations to include roadways and sidewalks.
- Site will be considered final destination for debris and property owner will take ownership of the debris/materials.
- All debris must be removed by the end of the Governor's Declaration of Emergency.

### **3.3 SUBLEASEES**

If Respondent is a subleasee of proposed site(s), Respondent shall furnish agreement with property owner validating the ability to utilize the property in this fashion.

END OF SECTION

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## **SECTION 4.0 REQUIRED FORMS**



**BID FORM**

Proposed Address of Location(s):	Site Cubic Yards	Price p/CY:
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Notes:**

- 1. Alternate bids will not be considered unless authorized in the ITB document or via addendum.

Authorized Signature:		
Print Name:		
Title:		
Company Name:	EIN#:	(attach W9)
Company Address:		

**PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

NAME

ADDRESS

President \_\_\_\_\_

Vice-President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent \_\_\_\_\_

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

\_\_\_\_\_

\_\_\_\_\_

Post Office Address

PROPOSER:

\_\_\_\_\_  
(CORPORATE NAME)

\_\_\_\_\_  
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_

SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: \_\_\_\_\_

\_\_\_\_\_

**PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER

\_\_\_\_\_  
(FIRM NAME)

Witnesses:

(SEAL)

\_\_\_\_\_  
SIGNATURE AND E-MAIL ADDRESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

Post Office Address:

\_\_\_\_\_  
TELEPHONE

CITY in which fictitious name is registered.

\_\_\_\_\_  
Attach a copy of proof of registration

**ACKNOWLEDGEMENT OF ADDENDA**

---

**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

---

**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID.

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

---

**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID.

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE**  
**(Davie Code of Ordinances Sec. 2-329)**

**\*\*Complete the boxes below as applicable:\*\***

1. \_\_\_\_ My Business is located within the **Town of Davie**.

<b>Legal Name of Firm:</b>	
<b>Taxpayer ID No.:</b>	
<b>Physical Address:</b> <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Has the business name changed since it was opened in Davie?</b> Yes ____ No ____	
<b>If yes, provide the previous business name:</b>	
<b>Date your business was established in Town of Davie:</b>	
<b>Business License Number:</b>	<b>Date Issued:</b>
<b>The business employs _____ (insert a number) full time employees.</b>	

2. \_\_\_\_ My Business is located within **Broward County**.

<b>Legal Name of Firm:</b>	
<b>Taxpayer ID No.:</b>	
<b>Physical Address:</b> <i>SHALL NOT BE A P.O. BOX OR RESIDENCE</i>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Has the business name changed since it was opened in Broward County?</b> Yes ____ No ____	
<b>If yes, provide the previous business name:</b>	
<b>Date your business was established in Broward County:</b>	
<b>Business License Number:</b>	<b>Date Issued:</b>
<b>The business employs _____ (insert a number) full time employees.</b>	

\_\_\_\_ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: \_\_\_\_\_ Print Name: \_\_\_\_\_

**VENDOR BIDDER DISCLOSURE FORM**

I, \_\_\_\_\_, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

FEIN \_\_\_\_\_

State and date of incorporation \_\_\_\_\_

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

---

---

---

---

By: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Affiant

---

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_,  
he/she is personally known to me or has presented \_\_\_\_\_  
as identification.

---

Notary Public, State of Florida at Large

---

Print or Stamp of Notary

---

Serial Number

My Commission Expires: \_\_\_\_\_

**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 OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

By: \_\_\_\_\_

*(print individual's name and title)*

For: \_\_\_\_\_

*(print name of entity submitting sworn statement)*

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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 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 non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 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 legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. **(Indicate which statement applies below).**

- ☐ 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 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 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.**

\_\_\_\_\_

***Signature***

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

OR \_\_\_\_\_ Name of Notary

Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                }  
  }     SS:  
COUNTY OF                                }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and \_\_\_\_\_ or its consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**DISCLOSURE OF CONFLICT OF INTEREST**

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS **AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY**, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name

Relationship

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

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

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SEAL**

(if Corporation)

## SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,  
Tangible or intangible personal property, or its use,  
A preferential rate of terms on a debt, loan, goods, or services,  
Forgiveness of indebtedness,  
Transportation, lodging, or parking,  
Membership dues,  
Entrance fees, admission fees, or tickets to events, performances, or facilities,  
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____ SIGNATURE	_____ PRINTED NAME
_____ NAME OF COMPANY	_____ TITLE

**INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

_____ SIGNATURE	_____ PRINTED NAME
_____ DATE	_____ TITLE

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
[name of individual signing]  
signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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



**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA                    }  
  }    SS:  
COUNTY OF                                }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a)       He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- b)       He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c)       Such Proposal is genuine and is not collusive or a sham Proposal;
- d)       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 person to fix the price or prices in the attached 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;
- e)       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.

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

Witness

\_\_\_\_\_

Witness

(Printed Name)

\_\_\_\_\_

(Title)

**ACKNOWLEDGMENT**

STATE OF FLORIDA                }  
  }    SS:  
COUNTY OF                                }

BEFORE        ME,        the        undersigned        authority        personally        appeared  
\_\_\_\_\_ to me well known and known by me to be the person  
described herein and who executed the foregoing Affidavit and acknowledged to and before me that  
\_\_\_\_\_ executed said Affidavit for the purpose therein  
expressed.

WITNESS, my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public State of Florida at Large

## DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, 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.

---

VENDOR'S SIGNATURE

---

PRINTED NAME

---

NAME OF COMPANY

**E-VERIFY FORM**

Bid No: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and

(b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_, Company \_\_\_\_\_,

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie reserves the right to request copies of the criminal background checks and drug test results of the awarded firm(s).

Proposer's Signature \_\_\_\_\_



## REQUIRED BIDDER QUESTIONNAIRE

Name of Proposing Firm: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Primary Contact Person Re: this Bid: \_\_\_\_\_

Primary Contact Person Email Address: \_\_\_\_\_

Primary Contact Person Phone Number: \_\_\_\_\_

1. How many years has your firm been in business under its present business name?: \_\_\_\_\_

2. Under what other former name(s) has your firm operated?: \_\_\_\_\_

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: \_\_\_\_\_

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: \_\_\_\_\_

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: \_\_\_\_\_

6. State the name and title of the individual who will have personal management of the work: \_\_\_\_\_

7. State the name and address of attorney, if any, for the firm: \_\_\_\_\_

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8. List all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this ITB. \_\_\_\_\_

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9. List all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals. \_\_\_\_\_

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10. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: \_\_\_\_\_

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11. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: \_\_\_\_\_

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12. Bank references:

<u>BANK NAME</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

13. Firm has attached a current Certificate of Liability Insurance per the requirements stated herein?

**Yes No**

14. Firm has attached a current W9? **Yes No**

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. \_\_\_\_\_

Undersigned:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

Continued on following page:

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

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**SEAL**

(if Corporation)

## SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. [www.davie-fl.gov](http://www.davie-fl.gov)

2. [www.demandstar.com](http://www.demandstar.com)

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: \_\_\_\_\_

6. Search Engine/Internet search

7. E-mail Specify Source: \_\_\_\_\_

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: \_\_\_\_\_

10. Other, Specify Source: \_\_\_\_\_

*Please note: This survey form is used for internal Procurement purposes only.*

## LOBBYING INTEREST

I, \_\_\_\_\_, the undersigned, representing \_\_\_\_\_ declare that I have read the attached form and that (check one):

\_\_\_\_\_ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation

\_\_\_\_\_ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation. I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of Bid: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



**CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REASON FOR “NO BID”**

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to [bids@davie-fl.gov](mailto:bids@davie-fl.gov) or by mail to:

*Town of Davie – Purchasing Division  
Attention: Brian O'Connor, C.P.M., Procurement Manager  
6591 Orange Drive  
Davie, FL 33314*

1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: \_\_\_\_\_

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

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2. Additional remarks:

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Procurement Authorization Form  
Budget & Finance /Purchasing Division

PURCHASING USE ONLY

Solicitation No.: ITB-CS-19-86

PLEASE PRINT DOUBLE-SIDED

**Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)**

The purpose of this ITB is to secure a Temporary Debris Management Site (TDMS) for properties within the limits of the Town of Davie. The site will be the final destination for debris/materials collected by the Town's Disaster Debris contractor in the event of an emergency and/or disaster.

**METHOD OF PROCUREMENT (mark the one that applies)**

☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Prequalified Contractor Agreement

☐ Exempt Purchases over \$25K ☐ Co-Op Bid Number \_\_\_\_\_

☐ Piggyback on Contract Number (including name of entity) \_\_\_\_\_

☐ Request for Proposal/Qualification ☐ Reverse Bid ☐ Pre-Qualified Pool Contractors

Funds pre-encumbered by Requisition No. (If no vendor use Vendor No. 9924 Out to Bid) N/A - These services will be on an as-needed basis.

Account #1 001.98.100.525-54906 Account #2 \_\_\_\_\_ Account #3 \_\_\_\_\_

Amount #1 Dependent upon usage Amount #2 \_\_\_\_\_ Amount #3 \_\_\_\_\_

**CONTACT INFORMATION**

Dept. Public Works Name: Osdel Larrea Phone: (954) 797-2086

1. Estimated Budgeted Amount \$ \_\_\_\_\_ or ☒ Dependent on usage within established budget.

**NUMBERS 2-17 ONLY APPLY FOR BIDS/RFP/RFO AND MUST BE COMPLETED BY THE REQUESTING DEPARTMENT.**

2. Advertisement Period: 30 days. All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days.

3. Project Location: Town-wide, but dependent upon usage

4. Is this project Grant related? Yes ☒ No ☐ Funding Agency: FEMA reimbursable

If yes, provide Grant special requirements \_\_\_\_\_

5. Substantial Completion of project shall be in TBD calendar days after Notice to Proceed.  
Final Completion of project shall be in TBD calendar days after Substantial Completion.

6. Do you want to require Liquidated Damages? Yes ☒ No ☐ If yes, how much per day? \_\_\_\_\_

7. List Special licenses/certifications vendors are required to have DEP site pre-approval

8. Do you want a Pre-bid meeting? Yes ☒ No ☐ if yes, do you want it to be Mandatory? Yes ☒ No ☐

9. Do you want a **Site Visit**? Yes ☒ No ☐ if yes, do you want it to be **Mandatory**? Yes ☐ No ☒

10. Is there an **Outside entity** assisting with this bid (ex: Architect, engineer, consultant) Yes ☐ No ☒

If yes, provide Entity Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

11. Are there **Plans** associated with this bid? Yes ☐ No ☒ (Purchasing will need 1 electronic copy)

If yes, have they been reviewed by Engineering, Planning and Zoning and the Building Division? Yes ☐ No ☒

12. Does this bid work in conjunction with or will it impact any other Dept? Yes ☒ No ☐ (Example; is this request IT related?)

If yes, provide Department(s)/Division(s) name: Administration

If yes, the listed Department Directors(s) will also need to review the specifications and sign this form in additional area's provide below;

13. Project/Contract Manager (in-house):

Name: Osdel Larrea Ph: (954) 797-2086 Fax: \_\_\_\_\_

14. Suggested Review Committee Members: (For RFP's Only!)

A. \_\_\_\_\_ C. \_\_\_\_\_

B. \_\_\_\_\_

15. Vendor(s) to send packet to: (email addresses are required)

A. \_\_\_\_\_

16. Has this type of solicitation been done before: Yes ☒ Bid/RFP/RFQ Number \_\_\_\_\_ No ☐ Unknown? ☐

17. Does the Award of this solicitation need to be approved by another body (FDOT, LAP, and CDBG etc.) before submitting item for Town Council approval? Yes ☐ No ☒ If yes, please list \_\_\_\_\_

18. Authorization: (per section 12, if additional Departments/Divisions are involved please have them sign below as well)

Department Director Approval: (Print) Osdel Larrea (Signature) [Signature] Date: 5-7-19

Department Director Approval: (Print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Department Director Approval: (Print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Department Director Approval: (Print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Budget & Finance Director Approval: (Print) Carol Menke (Signature) Carol Menke Date: 5/10/19

Procurement Manager Approval: (Print) Brian K. O'Connor (Signature) [Signature] Date: 5/10/19

Town Administrator Approval: (Print) Richard Lemuel (Signature) [Signature] Date: 5-14-19



SUN-SENTINEL

SUN-SENTINEL  
Published Daily  
Fort Lauderdale, Broward County, Flo  
Boca Raton, Palm Beach County, Flo  
Miami, Miami-Dade County, Flor

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-  
DADE

Before the undersigned authority personally appeared  
MARK KUZNITZ, who on oath says that he or she is a duly  
authorized representative of the SUN- SENTINEL, a DAILY  
newspaper published in BROWARD/PALM BEACH/MIAMI-  
DADE County, Florida; that the attached copy of advertisement,  
being a Legal Notice in:

The matter of 11700-Advertisement for Bids

Town of Davie  
ITB NO. CS-19-86

Was published in said newspaper in the issues of; May 17, 2019

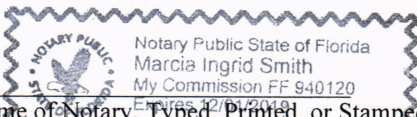
6287391

Affiant further says that the said SUN-SENTINEL is a newspaper  
published in said BROWARD/PALM BEACH/MIAMI-DADE  
County, Florida, and that the said newspaper has heretofore been  
continuously published in said BROWARD/PALM  
BEACH/MIAMI-DADE County, Florida, each day and has been  
entered as second class matter at the post office in BROWARD  
County, Florida, for a period of one year next preceding the first  
publication of the attached copy of advertisement; and affiant  
further says that he or she has neither paid nor promised, any  
person, firm or corporation, any discount, rebate, commission or  
refund, for the purpose of securing this advertisement for publication  
in the said newspaper.

Mark Kunitz  
Signature of Affiant

Sworn to and subscribed before me this: May 17, 2019.

Marcia Ingrid Smith  
Signature of Notary Public

  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

TOWN OF DAVIE  
INVITATION TO BID  
EMERGENCY DEBRIS TDMS SITES  
ITB NO. CS-19-86

Dear Potential Respondent:

The Town of Davie, Florida invites qualified respondents to submit responses in accordance with the requirements stated herein no later than 2:00 pm on Thursday, May 30, 2019, for ITB No. CS-19-86. Emergency Debris TDMS Sites. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

The purpose of this solicitation is to secure Temporary Debris Management Site ("TDMS") Properties within the limits of the Town of Davie. The site will be the final destination for debris/materials collected by the Town's Disaster Debris contractor in the event of an emergency and/or disaster.

The Davis-Bacon Act (DBA) 40 USC 276a-276a-5 provides that contracts in excess of \$2,000 to which the United States is a party for the construction, alteration, and/or repair, including painting and decorating of public buildings or public works, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract, or debarment for failure to adhere to the required provisions herein.

Questions regarding this solicitation shall be submitted in writing to [bids@davie-fl.gov](mailto:bids@davie-fl.gov) no later than Wednesday, May 22, 2019. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit One (1) original complete bid package, One (1) duplicate copies of said package and One (1) flash drive or CD copy, to the Town of Davie Budget and Finance / Purchasing Division - Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314 on or before the due date stipulated above. All packages shall be clearly marked "ITB No. CS-19-86 Emergency Debris TDMS Sites. The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late submissions shall not be accepted.

ITB responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Brian K. O'Connor  
Procurement Manager  
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.  
5/17/2019

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## EXHIBIT "B"

PENDING LEGAL REVIEW AND SIGNATURES

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

May 23, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor David S. Kuczenski

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Bob Hartmann

Richard Dewitt, Assistant Town Attorney

Council Member Gary Jablonski

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:22 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Hartmann, seconded by Council Member Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

**MOTION: TO MOVE ITEM 15 OUT OF ORDER TO BE HEARD AFTER PUBLIC COMMENT.**

**3. Presentation – Skyhawks – SuperTots Program**

PROS Manager December Lauretano-Haines introduced Mr. Farid Issoulaimani, the owner and manager of the Southeast Florida Skyhawks program. Mr. Issoulaimani presented information on the design and functions of the SuperTots Program and spoke about the SuperTots registration event happening on June 1<sup>st</sup>.

**4. Public Comment**

The following members of the public addressed the Town Council: John Garate, Mike Rodriguez, Mary Michel, Bebi Ballee, Krishna Madan, Anna Koldys, Kirk Hobson-Garcia, Richard Ramcharitar, Gay Chaples, Marianne Allen, Ghazzal Dabiri, and Debbie Green.

**Discussion**

**15. Discussion - Glyphosate Restriction - Council Member Hartmann**

Council Member Hartmann introduced the discussion item as a discussion on the dangers presented by glyphosate, which is used in many herbicides including Round Up, to the animals in the community. He spoke about dogs that have died from various cancers in the community and that it seemed linked to the chemical. He talked about the difficulty of banning glyphosate from the Town but stated that banning it from being used at the Town parks may help alleviate the issue. He discussed alternative methods for weed control and said education on the topic may be the best solution. He introduced Town vendor Monty Montgomery of Allstate Resource Management, that has helped maintain Town properties, to provide more information on the subject and to discuss if there are other options available for the Town.

Mr. Montgomery provided a brief history of glyphosate and said that glyphosate is one of the most widely used and widely tested herbicides in the world. He described how glyphosate works on plants and stated that it was a systemic herbicide. He provided information on the difference between systemic and contact herbicides. He spoke about the world organizations that have disputed that glyphosate is a carcinogen and stated that only one organization has said that it could possibly be linked to cancer. He spoke about the difference between hazards vs risk when using the product and listed items other items that are listed are carcinogens. He spoke about alternatives to using glyphosate and stated that many of the alternatives are not as effective as glyphosate. He described the dangers associated with alternatives and stated that many of the items used as alternatives can be harmful to both humans and animals, as well as the environment. He thanked the Town Council for taking the time to discuss the issue and stated he would be happy to provide further information to them.

Council Member Hartmann stated that he was originally going to make a motion to stop the use of glyphosate in the Town parks but would like to defer it and research the topic further.

Mayor Breitzkreuz opened the discussion to public comment with many of the comments speaking against the use of glyphosate and wanted the Town Council to search for alternative methods.

Council Member Jablonski raised the question of what the State and County spray the canals in the Town and asked if Council Member Hartmann knew what product was being used.

Council Member Hartmann stated that he asked those agencies approximately 15 years ago and was told that it was not Round Up, but a product called Rodeo. He said that Luis Ochoa, the Director of the South Broward Drainage District would be attending a Town Council Meeting next month and that he may be able to provide information on the matter. He thanked Mr. Montgomery and Town residents for speaking before the Town Council on the matter. He said that more research was needed on the matter and that he would provide more information on the subject to everyone. He asked residents to also look into the matter and check the Town Newsletter for his updates.

## **5. Board Reports**

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She spoke about the issue of school closures in Broward County and stated that a representative from Broward County Schools attended the Board meeting. She said that the representative advised that due to overwhelming response from County residents that there were no longer any school closures being planned. She spoke about the reasons for creating the Board and the Town Scholarship Fund, and reminded everyone the Scholarship applications were due May 31<sup>st</sup>.

## **6. Council Member Comments**

Council Member Jablonski thanked everyone for coming to the meeting and recognized former Town Administrator Andy Berns who was in attendance. He spoke about the acoustical panels being placed in the Rolling Oaks Barn, and the Bingo at the Barn event. He spoke about Hazmat at the Barn on July 27<sup>th</sup> and the upcoming photo contest and stated that this year's theme will be "Proud of Our Town". He also spoke about the herbicide Garlan and that it may something that should be researched as an alternative for the Town.

Vice Mayor Kuczinski discussed the upcoming Halloween Home Decorating Contest occurring in October and said more information on the contest would be provided soon. He discussed glyphosate and stated that he would ban it across the State. He thanked the Davie Police Department for their hard work and provided the statistics for his monthly "law and order" report.

Council Member Allbritton thanked everyone for attending the meeting and played a quick audio sound clip from the "Superman" TV show theme song. He explained that he played the audio to demonstrate that even Superman could not read minds and said that communication is the only way for people to let the Town Council know what they want. He spoke about an issue with one of the new speed signs in the Town and used it as an example of poor communication between the residents and the Town Council. He said that the Town Council and Town Staff were available for residents and that if there were issues in the Town to bring them to their attention. He also addressed the issue of the school closures and stated that when he discussed the matter at a previous meeting the County was facing the possibility of closing schools at that time.

Council Member Hartmann spoke about an incident that occurred after the May 9<sup>th</sup> Town Council meeting. He stated that he was approached by a resident after the meeting and was berated and called derogatory names by the resident. He said a similar incident occurred again with the same resident a week later after another meeting. He stated that he has attended countless Town meetings during the 24-year history of the Town and is now uncomfortable with attending meetings because of the individual. He then spoke about the issues that he found in public records regarding the individual's criminal charges and history. He said that he was discussing these issues to encourage residents to research this person because he was running for election and residents should be informed before deciding on the candidates.

Mayor Breitzkreuz discussed that communication was vital and that the Town Council reports on the information at the time and used the school closures as an example. He addressed the comments that the Town Council passes ordinances that target persons that do not have the financial backing like others and stated that information was false and disheartening to hear. He said that everyone's definition of rural is different and the Town Council is there to try to preserve the Town's open spaces and that preserve the lifestyle for the next generation. He spoke about the Town's Resolution denouncing the Hamas attacks against Israel in 2023. He discussed an upcoming meeting with the Superintendent of Broward Schools about moving forward with the South Florida Wildlife Center being moved to the Town.

## 7. Legal Comments

Assistant Town Attorney Dewitt spoke about the subject of a conflict of interest if Mr. Garcia is selected as the Special Magistrate for two cases pending in the Town. He stated that if Mr. Garcia was selected as the Town's Special Magistrate, an alternate Magistrate would be used for those specific cases. He addressed an issue that was brought up during public comment regarding the Town paying for a specific legal case and said the Town was not paying for it and that the issue was being handled pro bono by the Town Attorney's office. He addressed the issue of personal attacks against him on social media and expressed his anger on the issue.

## Administration Comments

Town Administrator Muñiz discussed the SuperTots program and the registration event occurring on June 1<sup>st</sup>. He spoke about the upcoming hurricane season and the measures Town staff is taking to prepare for it. He spoke about the installation of the Traffic Enforcement Speed signs around the Town and that more signs are planned to be installed next fiscal year. He also recognized the attendance of the new Assistant Chief of Operations for the Town of Davie, Assistant Fire Chief Chris Abramczyk.

## Ordinances

**9.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann, seconded by Vice Mayor Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE ITEM WITH THE FOLLOWING CHANGES: a) First Paragraph of CIE Policy 1.1-c, amend the word "supermajority" to "simple majority". b) CIE Policy 1.1-c, remove bullet point 3 ("The Town Council shall not approve any bond issue or refinancing of a bond issue with a call date"). c) CIE Policy 1.1-d, remove the words, "at the budget workshop" and replace with "as necessary".**

**10.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT POLICY 1.8- P AND THE PERFORMANCE STANDARDS FOR THE US HIGHWAY 27 BUSINESS CATEGORY IN PART TWO OF THE FUTURE LAND USE ELEMENT ENTITLED, "PERMITTED USES IN FUTURE LAND USE CATEGORIES;" PERTAINING TO POTABLE WATER AND SANITARY SEWER FACILITIES REQUIRED TO SERVE DEVELOPMENT DESIGNATED US HIGHWAY 27 BUSINESS CATEGORY ON THE FUTURE LAND USE PLAN MAP; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND OTHER REVIEW AGENCIES DEFINED IN F.S.

163.3184(1)(C); PROVIDING FOR RECERTIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-24-2)

The following motion was made by Council Member Jablonski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO TABLE THE ITEM TO THE AUGUST 8, 2024 TOWN COUNCIL REGULAR MEETING.**

**11.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT: TO AMEND ARTICLE I "CORPORATE EXISTENCE" SECTION 1.01 TO CLARIFY THAT THE TOWN ALSO SEEKS TO PROMOTE THE AGRICULTURAL AND EQUESTRIAN CHARACTER OF THE TOWN AND TO ADD THIS LANGUAGE TO ARTICLE VI "ELECTIONS" SECTION 6.01 (H) "OATH"; TO AMEND ARTICLE VI "ELECTIONS" SECTION 6.01 (G) TO CLARIFY THAT THE TERM OF OFFICE SHALL NOT COMMENCE UNTIL THE ELECTION RESULTS HAVE BEEN CERTIFIED; TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.02(C) TO CLARIFY THAT CHARTER AMENDMENTS REQUIRE "AT LEAST" SIXTY (60) PERCENT APPROVAL FROM THE VOTERS; TO AMEND ARTICLE IX "TRANSITION" TO RENAME ARTICLE IX "ASSESSMENTS AND TAXATION" AND TO REMOVE ALL OF THE OUTDATED CORPORATE FORMATION LANGUAGE CONTAINED IN SECTIONS 9.02 THROUGH 9.07; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2024 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Kuczenski, seconded by Council Member Hartmann, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE ITEM AND ADD AN ADDITIONAL CHARTER QUESTION TO THE BALLOT THAT "REQUIRES A 5-0 AFFIRMATIVE VOTE TO ADD PROACTIVE ITEMS".**

**Resolutions**

**12.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONSULTING AGREEMENT BY AND BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SAGE CONSULT, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR SAGE CONSULT, LLC TO PROVIDE PROJECT MANAGEMENT SERVICES TO



THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE ITEM WITH THE ADDITIONAL LANGUAGE ADDED TO PAGE 9 ITEM 17C "THE TOWN ADMINISTRATOR CAN REQUEST TO REMOVE AN INDIVIDUAL".**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE RESIGNATION OF EUGENE STEINFELD, ESQ., OF EUGENE M. STEINFELD, ATTORNEY AT LAW, PA, AS THE TOWN'S SPECIAL MAGISTRATE; APPOINTING MICHAEL GARCIA, ESQ., OF MICHAEL GARCIA, PA, AS THE TOWN'S SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH MICHAEL GARCIA, PA; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE ITEM.**

**14.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH TAIE, INC., D/B/A MINUTEMAN PRESS OF HOLLYWOOD IN THE AMOUNT OF FIFTY-ONE THOUSAND SIX HUNDRED SEVENTY TWO DOLLARS AND ZERO CENTS (\$51,672) TO PROVIDE NEWSLETTER DESIGN, PRINT, AND DELIVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Kuczenski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE ITEM.**

**16. Approval of Minutes****a. April 11, 2024 Regular Meeting Minutes**

The following motion was made by Council Member Hartmann, seconded by Council Member Jablonski, and passed by a 5-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE ITEM.****Adjournment**

Meeting adjourned at 10:27 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 11<sup>th</sup> day of July, 2024.*

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*Steve Breitzkreuz, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

June 13, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor David S. Kuczenski

Council Member Bob Hartmann

Council Member Gary Jablonski

Russell Muñiz, Town Administrator

Dan Stewart, Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

**MOTION: TO EXCUSE COUNCIL MEMBER ALLBRITTON'S ABSENCE.**

**3. Presentation – Representative Bartleman – Introduction of New District Aide Bryanna Velez**

Representative Robin Bartleman introduced her new District Aide Bryanna Velez and provided a brief legislative update.

**4. Presentation – Former Broward County Mayor Barbara Sharief**

Former Broward County Mayor Barbara Sharief discussed her platform for running for election for the District 35 State Senate Seat.

**5. Public Comment**

The following members of the public addressed the Town Council: Newell Hollingsworth, John Steven Garate, Marianne Allen, Mary Michel, Wafa Mheisen, Bebi Ballee, Jim Laskey, Harold Gubnitsky, Debbie Green, and Richard Ramcharithar.

**6. Board Reports**

There were no Board Reports.

**7. Council Member Comments**

Council Member Jablonski announced that the Farmer's Market scheduled for June 15<sup>th</sup> was cancelled. He stated the Open Chess Play event was still occurring on June 15<sup>th</sup> at Town Hall. He spoke about the sign at the Shell Station on Griffin Road and clarified the Hazmat Event it was advertising was for the Town of Davie, and that the Town's Hazmat at the Barn event will be July 27<sup>th</sup>. He spoke about the upcoming Calendar Photo Contest and talked about the Recycling Decals

sent out to residents and that if anyone needed additional decals, they were available at Town Hall.

Council Member Hartmann thanked Town Resident Marianne Allen for the idea on the Town developing an Agricultural Department and discussed that the Town was exploring the idea and spoke about the actions and steps needed to move forward on it.

Vice Mayor Kuczenski thanked Council Member Hartmann for his comments and agreed that it would be a good idea for the Town to have an Agricultural Department. He spoke about the recent rains and was happy to announce that he had not heard of a single home in the Town that was flooded. He provided Council with the traffic citation statistics throughout the Town for the month of May and thanked the Town of Davie Police Department for their efforts to reduce speeds in the Town. He thanked the members of the Town Council and residents for their efforts against the incinerator and for their efforts regarding zero waste. He stated that he will be writing an article regarding the Zero Waste Advisory Board meeting for August 6<sup>th</sup> and that the Board will be working on a community planning checklist and service analysis spreadsheet to help the Town move towards zero waste.

Mayor Breitzkreuz discussed the upcoming meeting with the Solid Waste Authority Meeting occurring on June 21<sup>st</sup> and stressed the importance of the meeting and asked everyone to attend. He spoke about the SuperTots program and the registration event that happened on June 8<sup>th</sup>. He talked about an item on the upcoming Broward County Meeting on June 18<sup>th</sup> regarding increasing the height of the landfills in the County. Lastly, he discussed the rainfall that has occurred over the last week and stated he was pleased with the amount of drainage that he has seen around the Town.

He asked Public Works Director/Town Engineer Rod Ley to provide the Town Council with a brief update on the drainage situation in the Town.

Public Works Director/Town Engineer Ley presented an update on the current drainage projects in the Town and the amount of rain that has occurred over the last week and the projected amount of rain forecasted over the next few days. He advised everyone that there were some dangers of flash flooding and asked that residents be careful while driving through flooded areas.

## **8. Legal Comments**

Town Attorney Poliakoff had no legal comments.

## **9. Administration Comments**

Town Administrator Muñiz advised the Town Council that there were several complaints regarding the undergrounding projects of FPL and Comcast, and that he and Public Works Director/Town Engineer Ley were working with both companies to address the issues. He spoke about the grant award for the SW 163 Avenue drainage project being stricken from the State Budget and that the Town is working with consultants to complete the vulnerability assessment, which will help

strengthen future grant submissions. He stated that the Open Chess Play Event would still be occurring on June 15<sup>th</sup> at Town Hall. He spoke about two firewells that needed to be replaced in the Town and that currently the Town had only received two quotes to purchase new wells and were working on obtaining a third as per the Town's procurement policy. He said that he considered it to be an emergency that the Town purchase the wells for the safety of the residents. He asked the Town Council to approve making the emergency purchase and for authorization to use \$19,000 of unassigned funds to make the purchase.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO ENACT EMERGENCY PROCUREMENT PROCEDURES TO ALLOW THE TOWN TO PROCEED WITH ONLY THE TWO RECEIVED QUOTES AND TO APPROVE THE ALLOCATION OF AN ADDITIONAL \$19,000 FROM UNASSIGNED FUNDS TO BE USED TO PURCHASE THE FIREWELLS.**

### **Ordinances – Second Reading**

**10.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENTS TO BE CONSIDERED ON THE NOVEMBER 5, 2024 GENERAL ELECTION BALLOT: TO AMEND ARTICLE I "CORPORATE EXISTENCE" SECTION 1.01 TO CLARIFY THAT THE TOWN ALSO SEEKS TO PROMOTE THE AGRICULTURAL AND EQUESTRIAN CHARACTER OF THE TOWN AND TO ADD THIS LANGUAGE TO ARTICLE VI "ELECTIONS" SECTION 6.01 (H) "OATH"; TO AMEND ARTICLE V "QUASI-JUDICIAL" TO ADD SECTION 5.01 (b) ENTITLED "PROACTIVE CODE ENFORCEMENT"; TO AMEND ARTICLE VI "ELECTIONS" SECTION 6.01 (G) TO CLARIFY THAT THE TERM OF OFFICE SHALL NOT COMMENCE UNTIL THE ELECTION RESULTS HAVE BEEN CERTIFIED; TO AMEND ARTICLE VII "CHARTER AMENDMENTS" SECTION 7.02(C) TO CLARIFY THAT CHARTER AMENDMENTS REQUIRE "AT LEAST" SIXTY (60) PERCENT APPROVAL FROM THE VOTERS; TO AMEND ARTICLE IX "TRANSITION" TO RENAME ARTICLE IX "ASSESSMENTS AND TAXATION" AND TO REMOVE ALL OF THE OUTDATED CORPORATE FORMATION LANGUAGE CONTAINED IN SECTIONS 9.02 THROUGH 9.07; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2024 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.  
**{Approved on First Reading May 23, 2024}**

The following motion was made by Vice Mayor Kuczenski, seconded by Council Member Hartmann, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.



**MOTION: TO APPROVE THE ORDINANCE ON SECOND READING WITH CHANGES TO THE LANGUAGE TO INCLUDE "CURRENTLY THE TOWN REQUIRES EXACTLY 60% OF THE VOTE AND IS CLARIFYING THE LANGUAGE TO SAY AT LEAST 60%".**

**11.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT AND ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2024-2028 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading May 23, 2024} {Staff requesting a tabling of the item}

The following motion was made by Council Member Hartmann, seconded by Council Member Jablonski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO TABLE THE ITEM.**

### **Resolutions**

**12.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH METRIC ENGINEERING INC. IN THE AMOUNT OF FORTY-FIVE THOUSAND FIVE HUNDRED NINE DOLLARS AND EIGHTY-SEVEN CENTS (\$45,509.87) FOR ENVIRONMENTAL PERMITTING SERVICES FOR THE SOUTHWEST MEADOWS SANCTUARY PARK WETLANDS AND CANAL PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann, seconded by Council Member Jablonski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD, FOR THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Kuczenski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION.****14. Approval of Minutes****a. April 25, 2024 Regular Meeting Minutes**

The following motion was made by Council Member Hartmann, seconded by Council Member Jablonski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitzkreuz voting yes.

**MOTION: TO APPROVE THE APRIL 25, 2024 REGULAR MEETING MINUTES.****Adjournment**

Meeting adjourned at 8:22 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 11<sup>th</sup> day of July, 2024.*

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*Steve Breitzkreuz, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.