

**Southwest Ranches Council**

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Jim Allbritton

Bob Hartmann

David S. Kuczenski

**Town Administrator**

Russell Muñiz



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**REQUEST FOR QUALIFICATIONS**

**RFQ No. 26-006**

Town of Southwest Ranches

is seeking sealed statements of qualifications for:

**Implementation of NPDES MS4 Permit Requirements**

Respondents shall submit **ONLINE** using the E-bidding platform at <http://www.demandstar.com>.

The complete submittal must be received by the Procurement Officer no later than **Tuesday, March 3, 2026 at 11:00 a.m. EST**. See Page 2 for the electronic submittal instructions.

Non-Mandatory Pre-Bid Conference-- Online and In-Person attendance options: **Wednesday, February 11, 2026 at 11:00 a.m. EST**

**CAUTION**

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

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

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

Date issued/available for distribution: Tuesday, February 3, 2026

**ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS (RFQ)**

The Town of Southwest Ranches, Florida, will receive sealed responses online via the OpenBids.com (formerly Demandstar) E-bidding platform until **11:00 AM, Tuesday, March 3, 2026**, at which time the system will publicly open and the Procurement Officer will read the Respondent names and Total Bid Amount aloud:

**“RFQ: 26-006 – Implementation of NPDES MS4 Permit Requirements”**

The Town of Southwest Ranches, The Town of Southwest Ranches, Florida, hereby solicits sealed Statements of Qualifications from qualified firms to provide professional environmental consulting services for the annual implementation of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Broward County co-permittees, including the Town. Firms must demonstrate qualifications and experience in accordance with Section 287.055, Florida Statutes (Consultants’ Competitive Negotiation Act) and meet the qualifications stated in the RFQ. This is intended as a multi-year contract opportunity.

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***We've Gone Paperless!*****ONLINE SUBMITTAL INSTRUCTIONS: How to Submit a Proposal via OpenBids (formerly DemandStar) For Non-Registered Vendors**

Vendors who are **not currently registered** with OpenBids may still participate in this solicitation. OpenBids allows non-registered vendors to **upload their proposal responses electronically** at no cost by following the steps below:

1. Visit: <https://www.openbids.com>
2. Click on the “**GET STARTED**” link at the top of the homepage.
3. You will be prompted to either log in or create a **free OpenBids account** for bid submission only.
4. In the search bar, enter “**Town of Southwest Ranches**” and locate the appropriate event number (e.g., **IFB 25-01**).
5. Click the bid title and then select “**Submit Electronic Response**”.
6. Follow the system instructions to upload your response documents and confirm your submission.

**Important:**

- Submissions must be completed and received by the deadline specified in the solicitation.
- Late submissions will not be considered.

If you encounter any technical issues during the upload process, please contact **OpenBids Vendor Support** at [support@demandstar.com](mailto:support@demandstar.com) or call **(866) 273-1863**.

## 1. Introduction and General Information

### 1.1 Issuing Office and Point of Contact

This Request for Qualifications (“RFQ”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Procurement Office. The Procurement Office is the sole point of contact concerning this RFQ.

### 1.2 Non-Mandatory Pre-Submittal Conference

A Non-Mandatory Pre-Submittal Conference will be held on **Wednesday, February 11, 2026, at 11:00 a.m. EST** at Town Hall, **13400 Griffin Road, Southwest Ranches, FL 33330**, with a virtual option as follows:

Join via TEAMS:

<https://teams.microsoft.com/meet/26250015677572?p=H7cMmFe7S58hN9YWpT>

Meeting ID: 262 500 156 775 72

Passcode: Sq6r2FU6

A Town representative will be available to address questions relative to this RFQ; however, firms shall not rely on any oral representations, statements, or explanations other than those contained in this RFQ or issued in a formal written amendment.

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

### 1.3 Timetable

The anticipated schedule and deadlines for this RFQ are as follows:

Activity	Date, Time, and Location
RFQ available for download on website	On or about: Tuesday, February 3, 2026, at: <a href="http://southwestranches.org/procurement">http://southwestranches.org/procurement</a> or Demandstar.com
Non-Mandatory Pre-Submittal Conference	11:00 a.m. local time, Wednesday, February 11, 2026, at 13400 Griffin Road, Southwest Ranches, FL 33330, with virtual option (TEAMS link above)
Deadline for Submission of Written Questions	11:00 a.m. local time, Tuesday, February 17, 2026, via e-mail to <a href="mailto:csemeraro@southwestranches.org">csemeraro@southwestranches.org</a>

<b>Activity</b>	<b>Date, Time, and Location</b>
Response to Written Questions (anticipated)	<b>Monday, February 23, 2026</b>
Deadline for Submission of Responses	<b>11:00 a.m. local time, Tuesday, March 3, 2026</b>
Public Opening – Firm Names Read Aloud	<b>11:00 a.m. local time, Tuesday, March 3, 2026</b> , at 13400 Griffin Road, Southwest Ranches, FL 33330
Award Date	To be Determined

#### **1.4 Contact Person**

The designated Contact Person for this RFQ is:

Christina Semeraro, MPA, CPPO, CPPB, NIGP-CPP  
 Town Procurement Officer  
 13400 Griffin Road  
 Southwest Ranches, FL 33330  
 Phone: 954 343 7467  
 Fax: 954 434 1490  
 Email: [csemeraro@southwestranches.org](mailto:csemeraro@southwestranches.org)

#### **1.5 Questions, Amendments, and Addenda**

All questions, requests for clarification, and comments must be submitted in writing via e-mail to the Contact Person no later than the deadline shown in the Timetable. The request must contain the firm's name, address, phone number, and e-mail address.

Changes to this RFQ, when deemed necessary by the Town, will be made only by written amendment issued prior to the deadline for submission. Firms shall not rely on any representations, statements, or explanations other than those made by this RFQ or in any written amendment. Where there is a conflict between this RFQ and an amendment, the last amendment issued shall prevail.

Amendments will be posted on the Town's procurement website. It is the sole responsibility of firms to routinely check for amendments prior to submitting a response. The Town shall not be responsible for the completeness of any RFQ package not downloaded from the Town's website.

#### **1.6 Procurement Code and Applicable Law**

Chapter 2, Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All purchases shall be for a public purpose and in accordance with this code. The Town is committed to a system that provides quality, integrity and competition in a professional manner.

In addition to the Town's Code, the Town shall adhere to the requirements of Florida Statutes, to the extent applicable.

### **1.7 Cone of Silence**

The Cone of Silence means a prohibition on any communication regarding this RFQ between a potential vendor, service provider, respondent, proposer, Respondent, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee.

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

Prior to award, violation of the Cone of Silence shall result in disqualification of the respondent. Discovery of a violation after award shall render any award voidable at the Town's sole discretion.

### **1.8 Public Opening and Public Records**

A public opening of sealed responses will take place at the time and date stated in the Timetable unless otherwise modified by addenda. The identity of submitters shall be read aloud. No additional information contained in the responses will be made public until a notice of an intended decision is posted or 30 days from opening, whichever is earlier, in accordance with Florida Statutes, Chapter 119.

The public may view openings/meetings in person at Town Hall 13400 Griffin Road, Southwest Ranches, FL 33330.

### **1.9 Disclaimer**

All documents and information provided by the Town relating to this RFQ are provided solely as an accommodation and for informational purposes only. The Town makes no representations or warranties as to the truth, accuracy, or completeness of such documents or information. The Town shall have no liability relating to such documents and information, and all parties receiving the same shall have a duty to independently verify accuracy.

The Town reserves the right to reject all or any portions of any response, reject all responses, waive any informality, non-material irregularity or technicality, re-advertise, or take any other action deemed in the best interest of the Town.

No guarantee or warranty is given or implied regarding the minimum or total amount of services that may be purchased. The Town reserves the right to increase or decrease service quantities and frequencies as deemed necessary to serve the best interests of the Town.

## **1.10 Terminology**

For purposes of this RFQ, the terms “Proposer” and “Respondent” are used interchangeably and refer to any firm submitting a Statement of Qualifications in response to this solicitation.

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## **2. Scope of Services**

### **2.1 General Scope**

The Town of Southwest Ranches is soliciting Statements of Qualifications from qualified professional firms to provide ongoing environmental consulting services related to the implementation, administration, and compliance with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit issued by the Florida Department of Environmental Protection (FDEP), as applicable to the Broward County co-permittees, including the Town.

The selected firm(s) shall provide professional services necessary to support the Town’s compliance with current and future MS4 permit requirements, including the application of professional judgment to interpret regulatory obligations, identify compliance needs, and recommend or perform appropriate actions to maintain permit compliance.

Services may include, but are not limited to, the following general categories of work:

1. Assistance with implementation and ongoing administration of the Town’s Stormwater Management Program (SWMP)
2. Support for preparation, coordination, and submittal of required MS4 annual reports and related documentation

3. Review and evaluation of permit conditions, guidance documents, and regulatory updates affecting MS4 compliance
4. Professional analysis and recommendations related to stormwater quality, best management practices (BMPs), monitoring activities, and permit performance measures
5. Coordination with Broward County, regulatory agencies, and Town staff regarding MS4 compliance matters
6. Identification of emerging compliance obligations and recommended actions to address evolving regulatory requirements

Specific tasks, deliverables, schedules, and associated costs shall be defined and authorized through separate annual engagement letters or task work orders, negotiated in accordance with Section 287.055, Florida Statutes. The Town reserves the right to adjust the scope of individual task assignments based on regulatory changes, operational needs, and available funding.

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### **3. Minimum Qualifications**

Firms submitting Statements of Qualifications shall meet the following minimum requirements:

- a) Relevant Experience Demonstrated – Experience providing MS4/NPDES permit implementation and compliance services for municipal clients subject to FDEP-issued MS4 permits.
- b) Florida MS4 Familiarity – Experience working with Florida Department of Environmental Protection (FDEP) MS4 permit requirements, including annual reporting and ongoing compliance support.
- c) Comparable Municipal Work – Experience serving municipal MS4 clients in Florida, including participation in countywide or co-permittee MS4 programs.
- d) Qualified Project Team – Assignment of a Project Manager with direct experience coordinating MS4/NPDES permit compliance for municipal clients.

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### **4. Submission Instructions and Format**

#### **4.1 Submission Deadline and Method**

RFQ responses are due at the date and time stated herein via the Town's official bid submission portal at **OpenBids.com (formerly DemandStar)**. Responses received after the

deadline or submitted by any other method or location shall be deemed non-responsive and will not be considered. Facsimile or e-mail submittals will not be accepted.

Responses must be signed by an official authorized to bind the respondent.

#### **4.2 Modified Responses and Withdrawal**

Respondents may submit a modified response to replace all or any portion of a previously submitted response until the submission deadline. The Town will consider only the latest response received.

A response may be withdrawn only by written notification to the Town prior to opening. After opening, responses are irrevocable for ninety (90) days, and remain irrevocable until award unless withdrawn as provided herein.

#### **4.3 Format and Content**

Responses should include only brief and concise narrative. The inclusion of elaborate or unnecessary verbiage or promotional material is discouraged. The Town reserves the right to request additional information to evaluate responses, and reserves the right to waive minor irregularities, request clarifications, and determine responsiveness.

**Format:** PDF Document, titled/tabbed by section

**Length:** No more than 10-15 one-sided pages

At a minimum, responses should include:

- 1-page Transmittal Letter
- Firm overview and relevant experience
- Approach to MS4/NPDES compliance support (general narrative)
- Key personnel and resumes/cv (including proposed Project Manager)
- Client references
- Any required Town-provided response forms included in the RFQ package (as applicable)

Upon award, the contents of the selected firm's response may be included as part of the agreement at the Town's discretion.

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## 5. Evaluation and Selection

### 5.1 Review for Responsiveness

All responses submitted on time will first be reviewed by the Town to determine responsiveness. The Town reserves the right to accept or reject any or all responses deemed not responsive and to waive immaterial irregularities if in the best interest of the Town.

### 5.2 CCNA Selection Process

The selection process will be in accordance with Florida Statutes Section 287.055, Consultants' Competitive Negotiation Act (CCNA). The Evaluation Committee, approved by the Town Administrator, will review the qualifications of responsive firms. The Town reserves the right to determine, at its sole discretion, whether the Statement of Qualifications satisfactorily meets the criteria established in this RFQ and the right to seek clarification from any firm(s) submitting qualifications.

### 5.3 Evaluation Criteria

The following evaluation criteria will be used as a general guide for evaluating responses. The Evaluation Committee will independently review and evaluate all responsive responses received. The establishment, application and interpretation of these criteria shall be solely within the discretion of the Town:

- Firm's Capabilities and Knowledge of NPDES MS4 Permit Requirements
- Adequacy of Personnel
- Approach and Methodology
- Experience Performing the Services
- Designation as a Florida Certified MBE
- Client References and Past Record

### 5.4 Evaluation of Responses

Responses to this RFQ will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. The evaluation will follow the criteria outlined in this RFQ and adhere to the Town's Procurement Code. Proposals that fail to provide the requested information or meet the minimum qualification criteria will be disqualified.

#### Post-Submittal Process:

1. Initial Review and Compliance Check

- Proposals are reviewed to ensure compliance with submission requirements and minimum qualification criteria herein.

2. Evaluation by Selection Committee

- Each submission will be evaluated based on the Evaluation Criteria provided in this RFQ.
- The ranking methodology is ordinal ranking, where #1 is the highest ranked firm, #2 is the next ranked firm, and so forth.
- The Selection Committee will score proposals individually and may develop a shortlist of no fewer than three (3) firms deemed most qualified.
- If fewer than three (3) responses are received from qualified firms, the minimum number for shortlisting and ranking purposes shall not apply.

3. Public Presentations/Interviews (Optional)

- Shortlisted firms may be invited to provide public presentations regarding their qualifications, project approach, and ability to furnish the required services.
- Presentation appointments will be scheduled and communicated to firms. Proposer presentations/interviews are closed to the public.

4. Final Ranking

- Following presentations/interviews (as applicable), the Selection Committee will deliberate and vote on a final ranking of firms based on the Evaluation Criteria.
- Each voting member will rank the shortlisted firms according to their assessment of qualifications and alignment with the Town's objectives.

5. Recommendation for Award

- The Selection Committee will recommend the Proposer(s) whose proposal offers the "best value" to the Town, considering the evaluation criteria and the Town's overall best interest.
- If no contract negotiation is required, the Town Administrator may proceed to present the ranking and award recommendation(s) to the Town Council. If negotiation is required with the number one ranked firm, the committee and/or purchasing negotiator shall proceed to meet with the number one ranked firm as soon as practicable. The negotiated contract(s) will be forwarded by the purchasing negotiator to the Town Administrator for final consideration by the awarding authority.

## **5.5 Award of Contract(s)**

The Town reserves the right to award the contract based on the proposal that provides the best overall value. While the Town allows Proposers to take variances to the RFQ terms, conditions, and specifications, the number and extent of variances taken will be considered

in determining the Proposer who is most advantageous to the Town. The Town reserves the right to request additional information or clarification from Proposers as needed to ensure a thorough evaluation.

As deemed necessary and in the Town's best interest, the Town reserves the right to:

- Reject any or all responses.
- Waive any minor irregularities or technicalities in responses received.

The Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town, and to waive any irregularity or technicality in the proposals received. All proposals shall be subject to negotiation, and the Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest. The Town's decision shall be final.

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## **6. Award, Contracting, and General Terms**

### **6.1 Intended Award and Non-Exclusive Services**

The Town intends to award in accordance with the terms of this RFQ and the Town's Procurement Code. Services shall be provided on a non-exclusive basis, and the Town may utilize the services of other vendors as deemed necessary at the Town's discretion.

### **6.2 Contract Requirement and Commencement of Work**

The successful respondent shall be required to enter into a written contract with the Town. The contract form shall be prepared by the Town, and shall incorporate the terms of this RFQ and the accepted response, and shall include a termination for convenience clause and other terms required by the Town or its Procurement Code.

No work shall be performed and no payment shall be due unless a written contract is fully executed and approved by the Town Council. The Town shall have no obligations whatsoever to any respondent by virtue of this solicitation or any negotiations conducted hereunder. The Town's obligations shall not commence until an agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a respondent prior to the approval and execution of the agreement.

### **6.3 Right to Reject, Postpone, or Cancel**

Notwithstanding any provision of this RFQ to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all responses; commence a new solicitation process; postpone or cancel this RFQ process; and/or waive any non-material irregularities. The Town Council may reject any response prior to award.

#### **6.4 Costs Incurred by Respondents**

All expenses incurred with the preparation and submission of responses, or any work performed in connection therewith, shall be borne by the respondent.

#### **6.5 Protest**

The Protest Section of Chapter 2, Article IX of the Town's Procurement Code is incorporated by reference and applies to this RFQ. Any respondent may protest recommendations for award by submitting a written protest to the Town Clerk within five (5) business days after posting the Notice of Award Recommendation, in accordance with the Procurement Code.

#### **6.6 Compliance with Laws; Licensing**

Respondents shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may affect the services.

The Town reserves the right to inspect any respondent's facilities to determine capability of meeting RFQ requirements and may consider responsibility and responsiveness, including financial position, experience, staffing, equipment, materials, references, and past history of service.

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### **7. Public Records Law**

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Records Law exists and is cited in the response.

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

To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a

Confidential Information Acknowledgement and Agreement as part of the solicitation process, Proposer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

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

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

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

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

## **8. Standard Terms and Conditions**

**The selected respondent will be required to submit all required forms and documentation and meet all insurance requirements prior to execution of an agreement.**

## **ASSIGNMENT**

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

## **CANCELLATION**

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

## **RELATION TO PARTIES**

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

## **COMPLIANCE WITH LAW**

Proposer shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFQ and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

## **WAIVER OF LIABILITY**

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, sub-proposers or agents, or anyone else for whose actions Proposer may be responsible.

## INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Consultant shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Work or anyone else for whose actions Consultant may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Consultant's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

## SECONDARY/OTHER VENDORS

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

## DEFAULT PROVISION

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

## GOVERNING LAW

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

## DISPUTES

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

## REMEDIES FOR BREACH

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

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

## CONTRACT PROVISIONS (EXHIBIT "A")

### Agreement

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

### Authorization to Sign

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

## PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Village 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 Village, 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.

## COMMENCEMENT OF WORK

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

## NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

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

actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

## **DISCLOSURE OF OWNERSHIP INTEREST**

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

If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

## **CONFLICT OF INTEREST**

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in

excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

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

**Required Forms**

RESPONDENT INFORMATION

[Please print clearly]

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ # OF YEARS IN BUSINESS: \_\_\_\_\_

FEIN: \_\_\_\_\_ CAGE: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ STATE OR COUNTY: \_\_\_\_\_

LICENSE TYPE: \_\_\_\_\_

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: \_\_\_\_\_

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: \_\_\_\_\_

LICENSEE NAME: \_\_\_\_\_

RESPONDENT'S SIGNATURE: \_\_\_\_\_

RESPONDENT'S NAME: \_\_\_\_\_

RESPONDENT'S ADDRESS: \_\_\_\_\_

RESPONDENT'S PHONE NUMBER: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

RESPONDENT'S EMAIL ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_  
Name of Corporation/Entity

\_\_\_\_\_  
Address of Corporation/Entity

\_\_\_\_\_  
Signature of President or Authorized Principal

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

Title: \_\_\_\_\_ (If the Respondent is a Corporation, affix corporate seal)

DISCLOSURE OF OWNERSHIP INTEREST

**TO: TOWN OF SOUTHWEST RANCHES  
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA**

**COUNTY OF**

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

Affiant appears herein as:

[ ] an individual **or**

[ ] the \_\_\_\_\_ of \_\_\_\_\_.

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

Affiant's address is:

---

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

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

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

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

***FURTHER AFFIANT SAYETH NAUGHT.***

---

\_\_\_\_\_, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_\_ day of \_\_\_\_\_, 2026,

by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

State of \_\_\_\_\_ at Large

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

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

## **Disclosure of Ownership Interests**

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

**Name** **Address**

RESPONDENT CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Respondent, qualified by experience, capable of providing required insurance, and in a financial position to do the Work specified within the Invitation for Bids, and which can complete the Work within the time schedule specified.

At the time of the Bid, the Respondent shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Invitation for Bids.

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

Respondent: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Respondent's Address: \_\_\_\_\_  
\_\_\_\_\_

Respondent's Phone Number: \_\_\_\_\_

Respondent's Email: \_\_\_\_\_

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

**[Signatures on next page]**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_\_ day of \_\_\_\_\_, 2026,

by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

State of \_\_\_\_\_ at Large

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

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

RESPONDENT: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

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

He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_  
the Respondent that has submitted the attached Bid;

He/She is fully informed with respect to the preparation and contents of the attached Bid and of all  
pertinent circumstances respecting such Bid;

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

Neither the said Respondent 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 Respondent, firm, or person to submit a collusive or sham Bid in  
connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in  
connection with such Work; or have in any manner, directly or indirectly, sought by agreement or  
collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead,  
profit, or cost elements of the Bid or of any other Respondent, or to fix any overhead, profit, or cost  
elements of the Bid price or the Bid price of any other Respondent, or to secure through any collusion,  
conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person  
interested in the proposed Work;

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

**[Signatures on next page]**

RESPONDENT: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_\_ day of \_\_\_\_\_, 2026,

by \_\_\_\_\_ (name of person acknowledging).

---

Notary Public

---

(Print Notary Name)

State of \_\_\_\_\_ at Large

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

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

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)

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

This sworn statement is submitted to \_\_\_\_\_

by \_\_\_\_\_

for \_\_\_\_\_

whose business address is \_\_\_\_\_

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

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

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

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

A predecessor or successor of a person convicted of a public entity crime; or

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

I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which 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, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

**[Signatures on next page]**

RESPONDENT: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization,

this \_\_\_\_ day of \_\_\_\_\_, 2026,

by \_\_\_\_\_ (name of person acknowledging).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)

State of \_\_\_\_\_ at Large

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

**GOVERNMENTAL CONTACT INFORMATION**

Please complete the below with regard to any clients for which you have conducted business on similar projects within the past ten (10) years.

<b>NAME OF AGENCY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>	<b>CONTACT PERSON &amp; EMAIL</b>

RESPONDENT: \_\_\_\_\_

LIABILITY CLAIMS

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

Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_

Contact information for Project Owner:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_

Date of Claim: \_\_\_\_\_

Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If applicable:

Court Case Number: \_\_\_\_\_  
County: \_\_\_\_\_  
State: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

DRUG FREE WORKPLACE

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

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.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 or plea.

Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.

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.

RESPONDENT'S SIGNATURE: \_\_\_\_\_

RESPONDENT: \_\_\_\_\_

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response.

>>> If you elect not to respond to this opportunity, the Town requests that the reason(s) are indicated below, and this form is returned to:

Christina Semeraro, MPA, CPPO, CPPB, NIGP-CPP

Town Procurement Officer

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

or

Email: [csemeraro@swranches.org](mailto:csemeraro@swranches.org)

#### REASONS

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

Explanation: \_\_\_\_\_

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

Desire to receive future Town solicitations?  Yes  No

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ DATE: \_\_\_\_\_